

# **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**

**March 11, 2019**

**7:00 p.m.**

**Willard City Hall**

**224 W. Jackson Street**

#### **Mayor**

**Corey Hendrickson**

#### **Board Members**

**Brandon Bond**

**Donna Stewart**

**Sam Baird – Mayor Pro-Tem**

**Samuel Snider**

**Larry Whitman**

**Jon Jones**

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

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

**March 11, 2019**

**7:00 P.M.**

Posted March 6, 2019.

Notice is hereby given that the City of Willard, Missouri, Board of Aldermen will conduct a meeting at **7:00 p.m.** March 11, 2019 at Willard City Hall, 224 W. Jackson, Willard, Missouri.

The tentative agenda of this meeting includes:

**PLEDGE OF ALLEGIANCE**

Call the meeting to order

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

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

- a. Minutes from regular meeting February 25, 2019.
  - b. Outstanding Invoices, draft and Check Paid Invoices for February 2019/March 2019.
  - c. Department Head Reports.
- 4. Discussion/Vote on current Outstanding Invoices, draft and Check Paid Invoices for February 2019/March 2019.**
  - 5. Citizen Input.**
  - 6. Discussion/Vote to accept the Preliminary Planned Development for Gauge Crossing.**
  - 7. Ordinance accepting the Lot Split/Replat for Cardinal Hills. (1<sup>st</sup> & 2<sup>nd</sup> Read) Discussion/Vote.**
  - 8. Discussion/Vote to accept Fireworks Bid.**
  - 9. Ordinance accepting the 2019 General Code updates. (1<sup>st</sup> & 2<sup>nd</sup> Read) Discussion/Vote.**

10. **Ordinance amending Chapter 515.040: Locations. (1<sup>st</sup> & 2<sup>nd</sup> Read)  
Discussion/Vote.**
11. **Discussion on potential code changes pertaining to dog tethering.**
12. **Ordinance amending Chapter 710 Sewer Use and Sewer Rates. (1<sup>st</sup> Read)  
Discussion/Vote.**
13. **New Business.**
14. **Unfinished Business.**
15. **Recess Open Session.**
16. **Open Executive Session.**
17. **Close Executive Session.**
18. **Adjourn Meeting.**

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



**AGENDA ITEM #3**

**Consent Agenda**

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

- a. Minutes from regular meeting February 25, 2019.
- b. Outstanding Invoices, draft and Check Paid Invoices for February 2019/March 2019.
- c. Department Head Reports.

**CITY OF WILLARD  
BOARD OF ALDERMEN  
REGULAR MEETING  
February 25, 2019  
7:00 p.m.**

Staff present: City Administrator, Brad Gray; City Clerk, Jennifer Rowe; Public Works Director, Dave O'Connor; Director of Finance, Carolyn Halverson; and Police Corporal Bob Bell.

The City Attorney Ken Reynolds was not present.

Citizens in attendance: Mindy Latham, Terry Kathcart, Jessica Albright, Jennifer Albright, Jim Cole, Gayer Dixon, Steve Gillaspay, J.D. Matthews, Missi Ferguson, Tyler Daniel, Craig Gargus, Laura Umphenour, Rosalinda Albright, Laurie Seastrom, Taylor Smith, Dillen Ramsey, Rob Church, Katie Smith, Kristi Spencer, Bret Daniel, Robert Huckey, Paula Farr, Bill Fellers.

**Pledge of Allegiance.**

The Pledge of Allegiance was led by Mayor Corey Hendrickson.

**Call to Order.**

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

**Roll Call.**

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

**Agenda Amendments/Agenda Approval.**

City Administrator Brad Gray stated that the Consent Agenda needed the Financial Summary, Financial Statements, Check Register and Adjustments added, and item 4 needed to be changed from February/March, to January/February. He also requested to remove the Fireworks bid. Motion was made by Alderman Stewart and seconded by Alderman Bond to approve the Agenda with changes. Motion carried with a vote of 5-0. Voting aye: Aldermen Bond, Snider, Stewart, Whitman and Baird. Student Representative Bradley Cooper also voted aye.

**Consent Agenda.**

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

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

Motion was made by Alderman Bond and seconded by Alderman Whitman to approve the current January/February 2019 Outstanding Invoices, Check and Draft Paid Invoices. Motion carried with a vote of 5-0. Voting aye: Aldermen Bond, Snider, Stewart, Whitman and Baird. Student Representative Bradley Cooper also voted aye.

**Citizen Input.**

Jessica Albright (804 Berry) discussed animal cruelty and compassion of Willard. She is requesting that the Board pass an ordinance prohibiting tethering during extreme temperatures.

Laura Umphenour (4224 Greenbrier Dr, Nixa, MO) She is with the Missouri Association for the protection of dogs and animals. She assisted in getting the puppy mill ban in Missouri. Has worked with Springfield to get

their tethering ordinance passed. She discussed anti-chaining laws and how it will help Willard. She also discussed statistics on tethering causing aggression in dogs.

Rosalinda Albright (804 Berry) stated that she started trying to pass this in 2016. Willard having rules against trespassing prohibits her from checking on dogs in backyards. She stated she does not want to see Willard as a hick town that is more interested in the trash being on the curb too long. There are more church's than restaurant, yet people are cruel. Willard should protect the dogs and not worry about the length of grass, trash, or nuisances.

Laurie Seastrom (616 S. Miller) 20-year resident, has worked for dog rescues and fostered animals. Discussed the condition of her last foster dog she took in. Discussed risks associated with dogs being tethered. She stated that she has no problem with hunting dogs on tethers, or others who are taken care of. Her issue is with those who neglect their dogs and leave them tethered through extreme heat and cold, and without water, food or shelter.

Karen Sinderman (5862 W. State Highway O), 30-year resident, stated Willard is a great community, and most are compassionate. She wishes the few she did see neglecting dogs would be stopped and the community would do something about it.

Zack Bishop (716 Sydney) stated that if people see animals being neglected, they need to say something and alert the authorities.

Michael Sterling stated that if you see tethering and don't agree with it, then look into it.

Jennifer Albright (804 Berry) 20-year resident, stated the tethering and neglect has bothered her for years. Many negative side effects to tethering. They are more aggressive and suffer when left on chains. They also cause emotional distress to community members that see them. She is only concerned with those always chained, not all dogs.

Gayer Dixon (Greene County Resident) is active in the Missouri Hunting and Working Dog Alliance. He has heard issues before, and while some may be true, it is a very small issue about a small number of dogs. More of an abuse/neglect issue than tethering and should be handled on an individual basis and not generalized. He stated that many years ago, dogs were not inside dogs. He asks that the Board use common sense and weigh all issues.

Laura Umphenour (4224 Greenbrier Dr, Nixa, MO) discussed animals being on Noah's ark, not people.

**Rosalinda and Laura began interrupting citizen input. Mayor Hendrickson gave the first warning that no one is allowed to interrupt and talk over anyone else that has the floor.**

Laura Umphenour discussed generalization and stated that the police have no standardization to know what is cruel and inhumane. She requests a standardized ordinance for police to follow.

Jim Cole (Walnut Grove, MO) stated that he has both hunting dogs outside, and inside dogs. He keeps them all healthy and is against abuse. If anyone sees it, they should be calling law enforcement. He stated his outside dogs are healthier than his inside dogs. He understands not everyone takes care, but not everyone can afford big fancy kennels either.

Missy Ferguson (PO Box 714, Willard, MO) Director of Missouri Hunting and Working Dog Alliance. She stated she has members around Willard and one inside City Limits. She discussed what AKC and UKC rules about tethering and that they are against tethering laws. She discussed hunting dogs being tethered in groups, allowing for the group to feel like a pack. Laws would be far too overreaching and do more harm than good to dogs and dog owners. (She passed information out for the Board)

Taylor Smith (609 Daniel Lane) stated that his family has been here for 4 generations with coon hounds. Some have found ways to escape, so tethering has been used to keep them safe and off other property. He stated it also keeps them healthy and from creating unwanted litters. His dogs are tethered, but not neglected. They have daily interaction and care. He feels wasting tax money on another ordinance would be wrong as we already have an ordinance in place to protect from animal neglect.

Kristy Spencer has worked in Willard and been around for 48 years. She drives up and down the streets daily and has never seen a tethered dog.

Katie Smith (609 Daniel Lane) has a huge heart for animals. In the past, before she and Taylor tethered their dogs, she would have to leave work to find them when they got out. Tethering has saved him. She feels that actions speak louder than words and if you see an issue of neglect, go do something about it.

Laurie Seastrom (616 S. Miller) wanted to reiterate that she has no issue with hunting dogs and responsible owners. She has issues with those who neglect with tethering. She discussed her neighbors' dog that routinely has no water and lives under a trampoline for shade.

Dillen Ramsey (7985 W. Farm Road 88) Stated that he feels tethering is not the issue, but animals poorly taken care of is.

**Mayor Hendrickson gave Rosalinda Albright her second warning and asked her to stop speaking out of turn and interrupting others.**

Dillen Ramsey stated that tethering should not be brought up as it is a neglect issue. He has coon hounds and keeps one on a tether to keep it from escaping. His neighbors threatened to kill his dog if it was on their property again, so tethering has saved his life.

J.D. Matthews (Miller, MO) stated that a 10-foot tether has more square footage for the dogs to run than a 10 by 10 enclosure. Being on a tether teaches the dogs leading capabilities and allows for exercise.

Rosalinda Albright (804 Berry) stated that those condoning tethering only care about themselves, and they do not care about their animals.

Jessica Albright (804 Berry) begged everyone to use empathy. And to go outside on the next freezing night and stay for a while to see how the dogs feel.

Jim Cole (Walnut Grove, MO) stated that our Ordinances look good. A few dogs abused should not change the rules for everyone. He feels Willard has done a good job.

#### **Ordinance amending Chapter 710 Sewer Use and Sewer Rates. (1st Read) Discussion/Vote.**

Public Works Director Dave O'Connor discussed the changes in the Chapter being proposed. Discussion was made on calculating averages and how billing has been done in the past. He stated this will bring us in compliance with Springfield which is required according to our contract. We have to eventually adopt this.

Discussion was made on the rates in the Chapter, calculating the averages, permanence and land lords. Motion was made by Alderman Baird and seconded by Alderman Stewart to table the Ordinance amending Chapter 710 Sewer Use and Sewer Rates. Motion carried with a vote of 5-0. Voting aye: Aldermen Bond, Snider, Stewart, Whitman and Baird. Student Representative Bradley Cooper also voted aye.

#### **Ordinance amending Chapter 340.260 Prohibited cruising of motor vehicles on public streets-regulations of motor vehicles on property (1st & 2nd Read) Discussion/Vote.**

City Administrator Brad Gray discussed the Fall Festival and the Cruise In being proposed. Discussion was made on current code prohibiting cruising on City streets. Discussion was then made on the time frame the cruising will be allowed. This amendment would add in verbiage to allow cruising only to Board Approved City sanctioned events.

The first read was conducted by the City Clerk.

Motion was made by Alderman Whitman and seconded by Alderman Baird to amend Chapter 340.260 Prohibited cruising of motor vehicles on public streets-regulations of motor vehicles on property. Motion carried with a vote of 5-0. Voting aye: Aldermen Bond, Snider, Stewart, Whitman and Baird. Student Representative Bradley Cooper also voted aye.

The second read was conducted by the City Clerk.

Motion was made by Alderman Stewart and seconded by Alderman Bond to amend Chapter 340.260 Prohibited cruising of motor vehicles on public streets-regulations of motor vehicles on property. Motion carried with a vote of 5-0. Voting aye: Aldermen Bond, Snider, Stewart, Whitman and Baird. Student Representative Bradley Cooper also voted aye.

#### **New Business.**

Mr. O'Connor updated the Board on the status of the new 94 Lift Station and stated that it was turned on today and doing better than expected. Things are going well.

Jessica Albright (804 Berry) stated that she brought sample ordinances and would like to collaborate with Staff to draft an ordinance for tethering or one to amend animal cruelty.

#### **Unfinished Business.**

Laurie Seastrom (616 S. Miller) stated that she was waiting on feedback from Staff as she would like to bring a Dirt Day to Willard. She thinks teaching about recycling and learning about dirt, water waste and chemicals ending up the sewer would be good. Mr. Gray stated that he would have someone reach out.

Discussion was then made on the Memorial Bench for Roberts, the Mural downtown and the revisions to the Pool code.

Mayor Hendrickson agreed to take questions from the Albrights at this time. Jessica Albright asked what the process was to pass an ordinance on tethering. Mr. Gray outlined the steps and informed them that his door is always open if they have any questions.

Alderman Stewart asked for an update on the Keep Willard Clean initiative.

**Adjourn.**

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

**The meeting was adjourned at 8:41 p.m.**

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Jennifer Rowe, City Clerk

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Corey Hendrickson, Mayor of Willard

**CITY OF WILLARD  
BOARD OF ALDERMEN**



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

**ACTION REQUIRED: APPROVAL REQUESTED**

- **Outstanding Invoices - February & March 2019**



# Pending Expense Approval Report - 1

## By Vendor Name

Post Dates 02/27/2019 - 03/05/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: AMP100 - AMERIPRIDE SERVICES INC</b>					
<b>Vendor: AMP100 - AMERIPRIDE SERVICES INC</b>					
AMERIPRIDE SERVICES INC	340134743	03/05/2019	MATS (ALL DEPTS) & TOWELS (PW)	10-100-50130	20.72
AMERIPRIDE SERVICES INC	340134743	03/05/2019	MATS (ALL DEPTS) & TOWELS (PW)	10-200-50130	16.40
AMERIPRIDE SERVICES INC	340134743	03/05/2019	MATS (ALL DEPTS) & TOWELS (PW)	20-600-50130	89.00
AMERIPRIDE SERVICES INC	340134743	03/05/2019	MATS (ALL DEPTS) & TOWELS (PW)	20-700-50130	89.00
AMERIPRIDE SERVICES INC	340134743	03/05/2019	MATS (ALL DEPTS) & TOWELS (PW)	30-800-50130	35.84
<b>Vendor AMP100 - AMERIPRIDE SERVICES INC Total:</b>					<b>250.96</b>
<b>Vendor AMP100 - AMERIPRIDE SERVICES INC Total:</b>					<b>250.96</b>
<b>Vendor: COMMGN - COMMERCE CREDIT CARD SERVICES</b>					
<b>Vendor: COMMGN - COMMERCE CREDIT CARD SERVICES</b>					
COMMERCE CREDIT CARD SE	3934237	03/05/2019	EPIC SPORTS VOLLEYBALLS-PK	30-800-50180	194.92
COMMERCE CREDIT CARD SE	145029863	03/05/2019	THE PARK CATALOG - SOCCER BENCHES-PKS	30-800-95100	1,819.00
COMMERCE CREDIT CARD SE	20314	03/05/2019	ALTRA MEDICAL AED LEASE - PKS	30-800-55850	70.00
COMMERCE CREDIT CARD SE	3446656/0602634	03/05/2019	AMAZON FILE FOLDERS, TONER - GEN/W/S	10-100-50700	9.92
COMMERCE CREDIT CARD SE	3446656/0602634	03/05/2019	AMAZON FILE FOLDERS, TONER - GEN/W/S	20-600-50700	61.19
COMMERCE CREDIT CARD SE	INV0012828	03/05/2019	AMAZON SCHOOL ZONE FLASHER SOLAR CABLE - STS	10-300-51000	29.49
COMMERCE CREDIT CARD SE	022619	03/05/2019	BRICKHOUSE SECURITY SERVICE - LAW	10-200-55800	29.99
COMMERCE CREDIT CARD SE	022819	03/05/2019	SMG BRANSON - MPRA PARKING FEES	30-800-56900	5.00
COMMERCE CREDIT CARD SE	7747441	03/05/2019	JOTTO DESK - COMPUTER CABLE DOCK - LAW	10-200-52000	104.70
COMMERCE CREDIT CARD SE	2687/60030	03/05/2019	MPRA CONFERENCE MEALS - PKS	30-800-56900	45.34
COMMERCE CREDIT CARD SE	905	03/05/2019	HILTON INN - MPRA CONFERNCE LODGING - PKS	30-800-56900	435.24
<b>Vendor COMMGN - COMMERCE CREDIT CARD SERVICES Total:</b>					<b>2,804.79</b>
<b>Vendor COMMGN - COMMERCE CREDIT CARD SERVICES Total:</b>					<b>2,804.79</b>
<b>Vendor: CON165 - CONCO QUARRIES, INC</b>					
<b>Vendor: CON165 - CONCO QUARRIES, INC</b>					
CONCO QUARRIES, INC	403534	03/05/2019	AGGREGATE FOR ICE CONTROL - STS	10-300-50130	230.88
<b>Vendor CON165 - CONCO QUARRIES, INC Total:</b>					<b>230.88</b>
<b>Vendor CON165 - CONCO QUARRIES, INC Total:</b>					<b>230.88</b>
<b>Vendor: COG100 - COREY GINGRICH</b>					
<b>Vendor: COG100 - COREY GINGRICH</b>					
COREY GINGRICH	030119	03/05/2019	MPRA CONFERENCE MILEAGE REIMBURSEMENT - PKS	30-800-56900	66.47
<b>Vendor COG100 - COREY GINGRICH Total:</b>					<b>66.47</b>
<b>Vendor COG100 - COREY GINGRICH Total:</b>					<b>66.47</b>

Pending Expense Approval Report - 1

Post Dates: 02/27/2019 - 03/05/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: CSP100 - CUNNINGHAM SANDBLASTING &amp; PAINTING CO, INC</b>					
<b>Vendor: CSP100 - CUNNINGHAM SANDBLASTING &amp; PAINTING CO, INC</b>					
CUNNINGHAM SANDBLASTIN	1876	03/05/2019	WATER TOWER ANNUAL INSPECTION & CLEANING - P	20-600-51000	2,950.00
<b>Vendor CSP100 - CUNNINGHAM SANDBLASTING &amp; PAINTING CO, INC Total:</b>					<b>2,950.00</b>
<b>Vendor CSP100 - CUNNINGHAM SANDBLASTING &amp; PAINTING CO, INC Total:</b>					<b>2,950.00</b>
<b>Vendor: BKM225 - DAVID BLAKEMORE</b>					
<b>Vendor: BKM225 - DAVID BLAKEMORE</b>					
DAVID BLAKEMORE	022419	03/05/2019	CELL PHONE REIMBURSEMENT - W/S	20-600-61000	25.00
DAVID BLAKEMORE	022419	03/05/2019	CELL PHONE REIMBURSEMENT - W/S	20-700-61000	25.00
<b>Vendor BKM225 - DAVID BLAKEMORE Total:</b>					<b>50.00</b>
<b>Vendor BKM225 - DAVID BLAKEMORE Total:</b>					<b>50.00</b>
<b>Vendor: DEL100 - DELL USA LP</b>					
<b>Vendor: DEL100 - DELL USA LP</b>					
DELL USA LP	2007055111945	03/05/2019	LATITUDE 14 LAPTOPS & ADAPTERS (x4) - LAW	10-200-95500	8,810.88
<b>Vendor DEL100 - DELL USA LP Total:</b>					<b>8,810.88</b>
<b>Vendor DEL100 - DELL USA LP Total:</b>					<b>8,810.88</b>
<b>Vendor: EXP100 - EXPRESS PRESS</b>					
<b>Vendor: EXP100 - EXPRESS PRESS</b>					
EXPRESS PRESS	38148A	03/05/2019	BASKETBALL SHIRTS-PKS	30-800-50150	75.24
EXPRESS PRESS	38148B	03/05/2019	BASKETBALL SHIRTS-PKS	30-800-50150	23.35
EXPRESS PRESS	38154	03/05/2019	CHEER SHIRTS-PKS	30-800-50150	34.16
<b>Vendor EXP100 - EXPRESS PRESS Total:</b>					<b>132.75</b>
<b>Vendor EXP100 - EXPRESS PRESS Total:</b>					<b>132.75</b>
<b>Vendor: FCE100 - FLAT CREEK EXCAVATING, LLC</b>					
<b>Vendor: FCE100 - FLAT CREEK EXCAVATING, LLC</b>					
FLAT CREEK EXCAVATING, LLC	1	03/05/2019	PAYMENT REQUEST #1 FOR B EQ BASIN PROJECT - PW	20-700-95100	49,198.80
<b>Vendor FCE100 - FLAT CREEK EXCAVATING, LLC Total:</b>					<b>49,198.80</b>
<b>Vendor FCE100 - FLAT CREEK EXCAVATING, LLC Total:</b>					<b>49,198.80</b>
<b>Vendor: GLA200 - GLENN'S AUTOMOTIVE LLC</b>					
<b>Vendor: GLA200 - GLENN'S AUTOMOTIVE LLC</b>					
GLENN'S AUTOMOTIVE LLC	10221	03/05/2019	PD CAR 6 PCM COVER REPLACEMENT, PARTS, LABOR -LAW	10-200-71000	310.49
<b>Vendor GLA200 - GLENN'S AUTOMOTIVE LLC Total:</b>					<b>310.49</b>
<b>Vendor GLA200 - GLENN'S AUTOMOTIVE LLC Total:</b>					<b>310.49</b>
<b>Vendor: GCT100 - GREENE COUNTY TREASURER</b>					
<b>Vendor: GCT100 - GREENE COUNTY TREASURER</b>					
GREENE COUNTY TREASURER	1stQUARTER	03/05/2019	1st QUARTER EMERGENCY MANAGEMENT SERVICES - E	10-500-55600	4,085.00
<b>Vendor GCT100 - GREENE COUNTY TREASURER Total:</b>					<b>4,085.00</b>
<b>Vendor GCT100 - GREENE COUNTY TREASURER Total:</b>					<b>4,085.00</b>
<b>Vendor: IND100 - INDEPENDENT ELECTRIC</b>					
<b>Vendor: IND100 - INDEPENDENT ELECTRIC</b>					
INDEPENDENT ELECTRIC	SP-RSRI3030	03/05/2019	PUMP REPAIRS - SEWER	20-700-51000	1,800.00
<b>Vendor IND100 - INDEPENDENT ELECTRIC Total:</b>					<b>1,800.00</b>
<b>Vendor IND100 - INDEPENDENT ELECTRIC Total:</b>					<b>1,800.00</b>

Pending Expense Approval Report - 1

Post Dates: 02/27/2019 - 03/05/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
<b>Vendor: JHA100 - JAMESON HEATING &amp; AIR</b>						
<b>Vendor: JHA100 - JAMESON HEATING &amp; AIR</b>						
JAMESON HEATING & AIR	2178	03/05/2019	REC CENTER HEATER REPAIRS- PKS	30-800-50500	1,522.00	
					<b>Vendor JHA100 - JAMESON HEATING &amp; AIR Total:</b>	<b>1,522.00</b>
					<b>Vendor JHA100 - JAMESON HEATING &amp; AIR Total:</b>	<b>1,522.00</b>
<b>Vendor: JKN100 - JASON KNIGHT</b>						
<b>Vendor: JKN100 - JASON KNIGHT</b>						
JASON KNIGHT	030119	03/05/2019	MPRA CONFERENCE MILEAGE REIMBURSEMENT - PKS	30-800-56900	66.36	
JASON KNIGHT	021019	03/05/2019	CELL PHONE REIMBURSEMENT - PKS	30-800-61000	50.00	
					<b>Vendor JKN100 - JASON KNIGHT Total:</b>	<b>116.36</b>
					<b>Vendor JKN100 - JASON KNIGHT Total:</b>	<b>116.36</b>
<b>Vendor: LMD100 - LANDMARK DODGE</b>						
<b>Vendor: LMD100 - LANDMARK DODGE</b>						
LANDMARK DODGE	022619	03/05/2019	2019 DODGE CHARGER - LAW	10-200-95500	22,480.00	
LANDMARK DODGE	022619CR	03/05/2019	2009 DODGE CHARGER TRADE-IN CREDIT - LAW	10-200-95500	-1,800.00	
					<b>Vendor LMD100 - LANDMARK DODGE Total:</b>	<b>20,680.00</b>
					<b>Vendor LMD100 - LANDMARK DODGE Total:</b>	<b>20,680.00</b>
<b>Vendor: LEG250 - LEGALSHIELD</b>						
<b>Vendor: LEG250 - LEGALSHIELD</b>						
LEGALSHIELD	022519	03/05/2019	GROUP INSURANCE - LAW	10-200-93000	53.85	
					<b>Vendor LEG250 - LEGALSHIELD Total:</b>	<b>53.85</b>
					<b>Vendor LEG250 - LEGALSHIELD Total:</b>	<b>53.85</b>
<b>Vendor: MED230 - MEDIACOM</b>						
<b>Vendor: MED230 - MEDIACOM</b>						
MEDIACOM	022019	03/05/2019	POOL INTERNET SERVICE (OFF -SEASON) - PKS	30-800-61050	10.00	
					<b>Vendor MED230 - MEDIACOM Total:</b>	<b>10.00</b>
					<b>Vendor MED230 - MEDIACOM Total:</b>	<b>10.00</b>
<b>Vendor: MBB100 - MIDWEST BLOCK &amp; BRICK</b>						
<b>Vendor: MBB100 - MIDWEST BLOCK &amp; BRICK</b>						
MIDWEST BLOCK & BRICK	306155	03/05/2019	REC CENTER LANDSCAPING LIMESTONE - PKS	30-800-95100	246.72	
MIDWEST BLOCK & BRICK	306277	03/05/2019	REC CENTER LANDSCAPING LIMESTONE - PKS	30-800-95100	263.72	
MIDWEST BLOCK & BRICK	306405	03/05/2019	REC CENTER LANDSCAPING LIMESTONE - PKS	30-800-95100	263.72	
					<b>Vendor MBB100 - MIDWEST BLOCK &amp; BRICK Total:</b>	<b>774.16</b>
					<b>Vendor MBB100 - MIDWEST BLOCK &amp; BRICK Total:</b>	<b>774.16</b>
<b>Vendor: MOC100 - MISSOURI ONE CALL SYSTEM, INC</b>						
<b>Vendor: MOC100 - MISSOURI ONE CALL SYSTEM, INC</b>						
MISSOURI ONE CALL SYSTEM,	9020321	03/05/2019	LOCATE FEES - W/S	20-600-56400	44.20	
MISSOURI ONE CALL SYSTEM,	9020321	03/05/2019	LOCATE FEES - W/S	20-700-56400	44.20	
					<b>Vendor MOC100 - MISSOURI ONE CALL SYSTEM, INC Total:</b>	<b>88.40</b>
					<b>Vendor MOC100 - MISSOURI ONE CALL SYSTEM, INC Total:</b>	<b>88.40</b>
<b>Vendor: ORE145 - O'REILLY AUTOMOTIVE, INC</b>						
<b>Vendor: ORE145 - O'REILLY AUTOMOTIVE, INC</b>						
O'REILLY AUTOMOTIVE, INC	2367-218952	03/05/2019	PD CAR 7 CARGO STRAPS - LAW	10-200-71000	7.98	
O'REILLY AUTOMOTIVE, INC	2367-219141	03/05/2019	SILICONE SEALANT FOR REGIONAL PUMPS - PW	20-700-51000	27.98	

Pending Expense Approval Report - 1

Post Dates: 02/27/2019 - 03/05/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
O'REILLY AUTOMOTIVE, INC	2367-219262	03/05/2019	PD CAR 2 LIGHT BULB - LAW	10-200-71000	10.19
<b>Vendor ORE145 - O'REILLY AUTOMOTIVE, INC Total:</b>					<b>46.15</b>
<b>Vendor ORE145 - O'REILLY AUTOMOTIVE, INC Total:</b>					<b>46.15</b>
<b>Vendor: OZA280 - OZARK GREENWAYS, INC</b>					
<b>Vendor: OZA280 - OZARK GREENWAYS, INC</b>					
OZARK GREENWAYS, INC	MAR2019	03/05/2019	MARCH RENT - PW	20-600-57300	250.00
OZARK GREENWAYS, INC	MAR2019	03/05/2019	MARCH RENT - PW	20-700-57300	250.00
<b>Vendor OZA280 - OZARK GREENWAYS, INC Total:</b>					<b>500.00</b>
<b>Vendor OZA280 - OZARK GREENWAYS, INC Total:</b>					<b>500.00</b>
<b>Vendor: PAD100 - PATRIOT DISPOSAL</b>					
<b>Vendor: PAD100 - PATRIOT DISPOSAL</b>					
PATRIOT DISPOSAL	030119	03/05/2019	CITIZEN TRASH EXPENSE	20-700-56600	1,820.00
<b>Vendor PAD100 - PATRIOT DISPOSAL Total:</b>					<b>1,820.00</b>
<b>Vendor PAD100 - PATRIOT DISPOSAL Total:</b>					<b>1,820.00</b>
<b>Vendor: WPM100 - POSTMASTER</b>					
<b>Vendor: WPM100 - POSTMASTER</b>					
POSTMASTER	030519	03/05/2019	ANNUAL POST OFFICE BOX RENT - ALL DEPTS	10-100-50750	18.80
POSTMASTER	030519	03/05/2019	ANNUAL POST OFFICE BOX RENT - ALL DEPTS	10-200-50750	9.40
POSTMASTER	030519	03/05/2019	ANNUAL POST OFFICE BOX RENT - ALL DEPTS	10-250-50750	4.70
POSTMASTER	030519	03/05/2019	ANNUAL POST OFFICE BOX RENT - ALL DEPTS	10-300-50750	9.40
POSTMASTER	030519	03/05/2019	ANNUAL POST OFFICE BOX RENT - ALL DEPTS	10-400-50750	4.70
POSTMASTER	030519	03/05/2019	ANNUAL POST OFFICE BOX RENT - ALL DEPTS	20-600-50750	23.50
POSTMASTER	030519	03/05/2019	ANNUAL POST OFFICE BOX RENT - ALL DEPTS	20-700-50750	23.50
<b>Vendor WPM100 - POSTMASTER Total:</b>					<b>94.00</b>
<b>Vendor WPM100 - POSTMASTER Total:</b>					<b>94.00</b>
<b>Vendor: MSU200 - SOUTHWEST MISSOURI COUNCIL OF GOVERNMENTS</b>					
<b>Vendor: MSU200 - SOUTHWEST MISSOURI COUNCIL OF GOVERNMENTS</b>					
SOUTHWEST MISSOURI COUN	COG2019-80	03/05/2019	2019 MEMBERSHIP FEES - GE	10-100-55800	925.00
<b>Vendor MSU200 - SOUTHWEST MISSOURI COUNCIL OF GOVERNMENTS Total:</b>					<b>925.00</b>
<b>Vendor MSU200 - SOUTHWEST MISSOURI COUNCIL OF GOVERNMENTS Total:</b>					<b>925.00</b>
<b>Vendor: SPR200 - SPRINGFIELD-GREENE COUNTY HEALTH DEPARTMENT</b>					
<b>Vendor: SPR200 - SPRINGFIELD-GREENE COUNTY HEALTH DEPARTMENT</b>					
SPRINGFIELD-GREENE COUNT	1441	03/05/2019	SIMPSON ST SPECIAL WATER TEST #1 - PW	20-600-50200	13.00
SPRINGFIELD-GREENE COUNT	1442	03/05/2019	SIMPSON ST SPECIAL WATER TEST #2 - PW	20-600-50200	13.00
<b>Vendor SPR200 - SPRINGFIELD-GREENE COUNTY HEALTH DEPARTMENT Total:</b>					<b>26.00</b>
<b>Vendor SPR200 - SPRINGFIELD-GREENE COUNTY HEALTH DEPARTMENT Total:</b>					<b>26.00</b>
<b>Vendor: SQB100 - SQUIBB MEDIA, LLC</b>					
<b>Vendor: SQB100 - SQUIBB MEDIA, LLC</b>					
SQUIBB MEDIA, LLC	389	03/05/2019	JUNE - DEC FINANCIAL STATEMENT NOTICE - GEN	10-100-55200	50.74
<b>Vendor SQB100 - SQUIBB MEDIA, LLC Total:</b>					<b>50.74</b>
<b>Vendor SQB100 - SQUIBB MEDIA, LLC Total:</b>					<b>50.74</b>

Pending Expense Approval Report - 1

Post Dates: 02/27/2019 - 03/05/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: STS100 - SUTTER TRAILER SALES</b>					
<b>Vendor: STS100 - SUTTER TRAILER SALES</b>					
SUTTER TRAILER SALES	030519	03/05/2019	5x10 TANDEM AXLE DUMP TRAILER - PKS	30-800-95500	4,295.00
<b>Vendor STS100 - SUTTER TRAILER SALES Total:</b>					<b>4,295.00</b>
<b>Vendor STS100 - SUTTER TRAILER SALES Total:</b>					<b>4,295.00</b>
<b>Vendor: TRH100 - TREVOR HOFFMAN</b>					
<b>Vendor: TRH100 - TREVOR HOFFMAN</b>					
TREVOR HOFFMAN	3851499233	03/05/2019	CELL PHONE REIMBURSEMENT - W/S	20-600-61000	25.00
TREVOR HOFFMAN	3851499233	03/05/2019	CELL PHONE REIMBURSEMENT - W/S	20-700-61000	25.00
<b>Vendor TRH100 - TREVOR HOFFMAN Total:</b>					<b>50.00</b>
<b>Vendor TRH100 - TREVOR HOFFMAN Total:</b>					<b>50.00</b>
<b>Vendor: WAL110 - WALMART COMMUNITY/RFCSLLC</b>					
<b>Vendor: WAL110 - WALMART COMMUNITY/RFCSLLC</b>					
WALMART COMMUNITY/RFC	014541	03/05/2019	CAT6 CABLE-PKS	30-800-52000	16.97
<b>Vendor WAL110 - WALMART COMMUNITY/RFCSLLC Total:</b>					<b>16.97</b>
<b>Vendor WAL110 - WALMART COMMUNITY/RFCSLLC Total:</b>					<b>16.97</b>
<b>Vendor: WRE100 - WHITE RIVER ENGINEERING</b>					
<b>Vendor: WRE100 - WHITE RIVER ENGINEERING</b>					
WHITE RIVER ENGINEERING	446	03/05/2019	B EQ BASIN ENGINEERING REQUEST #1 - SEWER	20-700-95100	5,279.32
WHITE RIVER ENGINEERING	447	03/05/2019	FM/LS SEWER PROJECT FINAL PAY REQUEST- SEWER	20-700-95100	11,066.89
<b>Vendor WRE100 - WHITE RIVER ENGINEERING Total:</b>					<b>16,346.21</b>
<b>Vendor WRE100 - WHITE RIVER ENGINEERING Total:</b>					<b>16,346.21</b>
<b>Vendor: WTV100 - WILLARD HOME CENTER LLC</b>					
<b>Vendor: WTV100 - WILLARD HOME CENTER LLC</b>					
WILLARD HOME CENTER LLC	B110564	03/05/2019	3/8" TAP - STS	10-300-51000	13.69
WILLARD HOME CENTER LLC	A111607	03/05/2019	NUMBERS FOR EQUIPMENT AT 94 LIFT STATION - PW	20-700-51000	5.94
WILLARD HOME CENTER LLC	B110777	03/05/2019	LAGOON IRRIGATION SPRINKLER HEADS - PW	20-700-51000	29.94
WILLARD HOME CENTER LLC	B110791	03/05/2019	PVC FITTINGS FOR LAGOON IRRIGATION REPAIR - SEWER	20-700-51000	5.95
WILLARD HOME CENTER LLC	B110797	03/05/2019	TORCH LIGHTER-PKS	30-800-52000	5.99
WILLARD HOME CENTER LLC	A111696	03/05/2019	GYM MAINTENANCE SUPPLIES-PKS	30-800-50500	128.48
<b>Vendor WTV100 - WILLARD HOME CENTER LLC Total:</b>					<b>189.99</b>
<b>Vendor WTV100 - WILLARD HOME CENTER LLC Total:</b>					<b>189.99</b>
<b>Grand Total:</b>					<b>118,295.85</b>

## Report Summary

### Fund Summary

Fund	Expense Amount
10 - GENERAL FUND	35,436.92
20 - WATER AND SEWER FUND	73,185.41
30 - PARKS FUND	9,673.52
<b>Grand Total:</b>	<b>118,295.85</b>

### Account Summary

Account Number	Account Name	Expense Amount
10-100-50130	SUPPLIES-GCG	20.72
10-100-50700	OFFICE SUPPLIES-GCG	9.92
10-100-50750	POSTAGE-GCG	18.80
10-100-55200	ADVERTISING-GCG	50.74
10-100-55800	DUES AND SUBSCRIPTIO	925.00
10-200-50130	SUPPLIES-LAW	16.40
10-200-50750	POSTAGE-LAW	9.40
10-200-52000	SUPPLIES SMALL EQUIP	104.70
10-200-55800	DUES AND SUBSCRIPTIO	29.99
10-200-71000	VEHICLE EXPENSE OTHE	328.66
10-200-93000	GROUP INSURANCE-LA	53.85
10-200-95500	CAPITAL ASSET EXP EQUI	29,490.88
10-250-50750	POSTAGE-COURT	4.70
10-300-50130	SUPPLIES-STREETS	230.88
10-300-50750	POSTAGE-STS	9.40
10-300-51000	REPAIRS AND MAINTEN	43.18
10-400-50750	POSTAGE-P&D	4.70
10-500-55600	CONTRACT LABOR-EM	4,085.00
20-600-50130	SUPPLIES-WATER	89.00
20-600-50200	LABORATORY FEES-WAT	26.00
20-600-50700	OFFICE SUPPLIES-WATER	61.19
20-600-50750	POSTAGE-WATER	23.50
20-600-51000	REPAIRS AND MAINTEN	2,950.00
20-600-56400	PROFESSIONAL-WATER	44.20
20-600-57300	RENT-WATER	250.00
20-600-61000	TELEPHONE WATER	50.00
20-700-50130	SUPPLIES-SEWER	89.00
20-700-50750	POSTAGE-SEWER	23.50
20-700-51000	REPAIRS AND MAINTEN	1,869.81
20-700-56400	PROFESSIONAL-SEWER	44.20
20-700-56600	CITIZEN TRASH EXPENSE	1,820.00
20-700-57300	RENT-SEWER	250.00
20-700-61000	TELEPHONE-SEWER	50.00
20-700-95100	CAPITAL ASSET EXP-SEW	65,545.01
30-800-50130	SUPPLIES GENERAL-PKS	35.84
30-800-50150	SUPPLIES-SPORTS SHIRT	132.75
30-800-50180	SUPPLIES SPORTS-PKS	194.92
30-800-50500	BUILDING MAINTENANC	1,650.48
30-800-52000	SUPPLIES SMALL EQUIP	22.96
30-800-55850	EQUIPMENT RENTAL-PK	70.00
30-800-56900	TRAVEL EXPENSE-PKS	618.41
30-800-61000	TELEPHONE-PKS	50.00
30-800-61050	INTERNET-PARKS	10.00
30-800-95100	CAPITAL ASSET EXP-PKS	2,593.16
30-800-95500	CAPITAL ASSET EXP EQUI	4,295.00
<b>Grand Total:</b>		<b>118,295.85</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	52,750.84
9510018	65,545.01
<b>Grand Total:</b>	<b>118,295.85</b>

## Public Works Report

February 2019

### Water

- Dean McFadden and Jason Liska passed their DNR DS-II certification for the water system.
- The water department spent the month on routine operations including collecting water samples, monthly meter reading, daily monitoring of the four wells and maintenance of the chlorine monitoring equipment and the well houses.
- There were several water meters that needed to be thawed due to the cold weather
- Completed 63 utility locates.

### Sewer

- Reviewed and updated sewer maps for the Regional basin. There were several manholes and sewer lines missing or in the wrong location.
- Repaired broken lines and replaced sprinkler heads at the lagoon.
- Removed and replaced both pumps at Regional after having the impellers modified for pumping to the new lift station.
- **Lift Station 94 Status** – The project is 99% complete with only a few minor items remaining. On February 25, 2019, the lift station was turned on and the pump operation was verified. The new pump was installed in D lift station and both Regional and D began pumping to the new lift station. Start-up went smoothly with only a few minor issues that were quickly corrected.
- **Lift Station B Flow Equalization Project Status** – The contractor began working on February 18, and excavation for the basin was completed on February 28.

### Streets

- Miller Road Widening Project
  1. Final plans are complete and have been approved by MoDOT.
  2. We received the deed and easements for the final parcel. The final utility easement was sent to Empire/Liberty Electric for execution.
- There were several freezing rain events during the month. Salt and ice control material inventories are good.
- Completed 88 Service Orders.

## Equipment Usage and Repairs February 2019

Equipment No.	Description	Jan. 1 Miles/Hours	Jan. 31 Miles/Hours	Monthly Usage	Service and Repairs	YTD Repair Cost
1	2013 Ford F-150	63,254	64,394	1,140	\$23.73	\$ 23.73
2	2004 Chevy 1 Ton Dump	126,907	127,976	1,069		\$ 94.04
3	2003 Chevy 1 Ton Utility - Sewer	158,472	159,539	1,067		\$ 38.61
4	1998 Dodge 1/2 Ton FB	126,446	126,646	200		
5	2001 Chevy 1500	99,941	100,669	728	\$23.73	\$ 23.73
6	2000 Chevy 3/4 Ton FB	144,622	144,875	253		\$ 8.99
7	1993 Ford 1 Ton Utility - Water	92,153	92,410	257	\$7.60	\$ 7.60
	2005 International 3200 Dump	20,266	20,347	81		\$ 395.15
	2017 Chevy Silverado	14,468	15,221	753		
	Water Van	382	382	-		
	1998 Chevy S-10	155,131	155,131	-		
	Case Backhoe	2,310	2,349	39		
	60XT Case Skid Steer	1,402	1,402	-		
	Kubota RTV 1100	774	774	-		
					\$55.06	\$ 591.85

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

**Monthly Water Loss 2018**

Current Month

Month	January	February	Annual Average	2 Annual
Amount of Gallons Pumped	23,403,600	24,192,800	23,798,200	47,596,400
Dollar Amount Sold	\$76,928.20	\$72,920.20	\$74,924.20	\$149,848.40
Gallons of Water Sold	15,629,000	14,068,000	14,848,500	29,697,000
Flushing	20,000	40,000	30,000	60,000
Leaks	0	50,000	25,000	50,000
City Usage (not billed)	31,000	28,000	29,500	59,000
Fire Department Usage	0	0	0	0
Tower Overflows	0	0	0	0
Residuals	45,000	45,000	45,000	90,000
				0
Total Gallons Accounted For	15,725,000	14,231,000	14,978,000	29,956,000
% Water Loss	32.81%	41.18%	37.06%	
Amount of Water Lost	7,678,600	9,961,800	8,820,200	17,640,400
Willard North #1	1,508,600	1,638,400	1,573,500	
Willard South #2	2,927,100	3,147,100	3,037,100	
Meadows West #1	9,911,900	10,476,300	10,194,100	
Meadows East #2	9,056,000	8,931,000	8,993,500	
Total Water Pumped	23,403,600	24,192,800	23,798,200	
City Commercial Irrigation	14	14	14	
City Commercial 1 SPF	127	125	126	
City Commercial 3 Water only	19	20	20	
City Residential Irrigation	2	2	2	
City Residential 1 SPF	1943	1943	1,943	
City Residential 3 Water Only	73	72	73	
Rural Irrigation	5	5	5	
Rural Residential 1 SPF	9	9	9	
Rural Residential 2 Lagoon	277	276	277	
Rural Residential 3 Water Only	853	852	853	
Rural Commercial 2 Lagoon	2	2	2	
Rural Commercial 3 Water only	12	12	12	
Rural Commercial 1 SPF	0	0	0	
Zero-Non Billed	10	10	10	
Number of Total Customers	3346	3342	3344	

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

## Department Tasks

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

## 2019 Capital Improvement Projects

- Rec Center Landscaping
- Rec Center Roof Repairs: Bid Process Started, need several warm dry days to complete project
- Rec Center Murray Room Floor: Need Roof Repaired prior
- Gym walls/insulation: still researching
- Replenish fall zone material at Rec Center Playground
- Baseball Storage/Additional Storage at Rec Center
- Soccer Gate
- Camp Sites @ Highline

## Maintenance Department

- Winter Tree Trimming- *Ongoing*
- Community Building Project – Replace Exterior Lights (2 Remaining)
- Fence Clearing at Soccer Complex
- Directional Signs @ Greystone Disc Golf
- Finish work @ Miller
- Gate @ Soccer
- Replace Exterior Building Lights @ Rec Center
- Rec Center Landscaping- project started <10%
- Prioritizing City Maintenance Requests
- Prioritizing Projects for the 2019 Year

## Upcoming Programs / Events

- Basketball Registration: Spring session currently underway
- Cheerleading Program: Spring session currently underway
- Spring Break Camp: March 11-15, March 29
- Spring Soccer and Volleyball: Now Registering

## Ongoing Programs

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



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



Administration	Officer	Case #'s
Tom McClain, Chief	1601	2
Shannon Shipley, Lt.	1602	23
	<b>Total</b>	<b>25</b>

Squad #1	1603	Robert Bell, Cpl. / FTO	24	Squad #2	1604	Steve Purdy, Cpl. Investigator	34
	1607	Joe Duran, Officer	77		1605	Billie Jo Deckard, Officer	45
	1608	Andrew Stone, Officer	22		1606	Shawn Garner, Officer	37
	1610	Scott Rowe, Officer	63		1609	Dakota Radford, Officer	53
	<b>Total</b>		<b>186</b>		<b>Total</b>		<b>169</b>

Reserves	Officer	Officer Names	Case #'s	Hours
	1630	Clint Heimbach, SRO		
	1631	Cindy Garton, SRO		
	1641	Brian Gordon, Reserve		
	1642	JD Landon, Reserve		11.25
	1645	Brian Hinkle, Reserve		
	1646	Andrew Hunt, Reserve		
		Glenn Cozzens, Reserve, Trainer		
		Tim Wheeler, Reserve		8.25
	<b>Total</b>			<b>19.50</b>
<b>Total Incidents for the month...</b>			<b>380</b>	

**Incident Statistics**

Felony	16	HBO (Handled by Officers)	286
Misdemeanor	24	Use of Force	1
Infraction	167	Use of Force with Injuries	0
Other (Services)	172	LPR Initiated	0

**Vehicle Maintenance**

Vehicle	Odometer Reading	Monthly Mileage	Shifts Used	Miles per Shift	Monthly Maintenance	Year to Date Maintenance
WPD-01 2013	98,402	0	20	0	\$0.00	\$18.03
WPD-02 2013	117,840	1,701	35	49	\$0.00	\$17.90
WPD-03 2013	122,960	1,616	31	52	\$547.00	\$547.00
WPD-04 2018 Exp	11,805	1,182	24	49	\$0.00	\$0.00
WPD-06 2013	103,278	729	14	52	\$310.49	\$980.49
WPD-07 2017 Exp	9,228	326	18	18	\$7.98	\$7.98
WPD-08 M	5,577	0	0	0	\$0.00	\$0.00

**Vehicle Maintenance Details**

WPD-01:	WPD-04:
WPD-02:	WPD-06: Diagnostics
WPD-03: Fuel Pump Assembly	WPD-07: Cargo straps

**Misc. Dept. Info:**

- Dare Graduation April 9<sup>th</sup> @ 6:30PM at Willard Intermediate School Auditorium, 230 graduates
- Ordered 2019 Dodge Charger \$20,680 with trade in rather than the 2019 Ford Explorer \$30,468 for our annual vehicle replacement strategy. There will be additional budgeted cost to equip for our use.

**Planning and Development Report  
March 11, 2019**

**Ongoing Projects-**

ATM Commercial Subdivision Phase 2 Gauge Crossing Subdivision- Staff is working with the owner and developer on a proposed 24 lot Planned Development. The Planning and Zoning Commission approved the request on February 26,2019. This project will be an agenda item for further discussion later.

Capacity Improvements – Contract # 1- On February 11, 2019 White River Engineering and staff walked the force main project and agreed on a punch list of items pertaining to the final clean up of the force main project. This list has been forwarded on to the contractor. Staff has observed some of the items having been corrected. Weather has delayed the completion of all the work. Staff will continue to monitor the progress.

Lift Station B- The project is progressing , the contractor is excavating the site in preparation for concrete placement.

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

First Baptist Church- Staff has completed a framing inspection, rough in - plumbing and electrical inspection. Inside work continues.

Transportation Alternative Program Sidewalk Grant – Staff has selected three firms for consideration for engineering services for the sidewalk project from the MODOT pre-approved list. Staff is currently reviewing qualifications and will be bringing more information back to the BOA at a later date. Staff has scheduled a meeting (3-7-19) with Trek Design Group to go over qualifications and experience of their staff for consideration. Work is ongoing along Hunt Rd. by subcontractors for ATT who are relocating a phone cable and several junction boxes to the easement line.

Tanners Auto Paint- Staff has issued the building permit for the new building. Staff has received a preliminary drawing for a sewer extension to serve the Police Department and Tanners. Staff has spoke to the owners of Tanner's and they have ordered the metal building. Staff is coordinating with Public Works for the sewer extension.

Robertson Estates- Staff is working with the owner and possible developer who is proposing a residential subdivision for the remainder of the property.

Liberty Utilities/Empire Electric- Work continues around town -several poles have been spotted and framed, some have been installed by the substation location 105/ O Hwy.

**Staff continues to assist other departments as needed.**

**Staff currently has fifteen (21) R-1 building permits open.**

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

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

**Randy Brown**

**Director of Development**

**Permits:**

12 permits were issued this month, total fees collected is \$11,645.45. Estimated value of work being done is \$423,400.

2 Temporary Use permits

2 Signs

4 New Residential

1 Excavation

1 Remodel

1 Deck

1 Accessory Structure

**Mapping:**

Jennifer and I are scanning the zoning ordinances to update the zoning map.

Assisted DNR with city water/well connections in the eastern district.

A water and sewer system maps were made for an inquiring party.

Various maps were made throughout the month for ongoing projects.

**Prosecuting Clerk:**

30 hours were dedicated to this position in February.

397 Open cases without dispositions

191 Open cases with dispositions, still pending payments

128 Probation cases

29 Deferred cases

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

- ~Issued 13 Business Licenses
- ~Assisted other departments with grant paperwork and research.
- ~Completed all Agendas, packets, Proclamations, Resolutions, Ordinances and typed Minutes for BOA, BOADJ, P&Z, ECDTF, Traffic Committee and Tree Board.
- ~Updated website with new information.
- ~Assisted with gathering and writing articles for the Newsletter.
- ~Maintained updated "streetlight outage" list and ensured Empire was notified.
- ~Handled citizen complaints and directed to the appropriate department heads.
- ~Completed work on bids and published accordingly.
- ~Attended Comprehensive Planning Committee Meetings.
- ~Attended Clerks training and Legislative Updates. Nominated and appointed Secretary of Southwest Division of Missouri City Clerks.
- ~Attended Census BAS Workshop. Assisted Abby in updating Census information.
- ~Attended Leadership day at Willard Schools.

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

- ~Began 2019 EMPG Grant application
- ~Attended webinar for EMPG Grant funding.
- ~Attended Tactical Weather Spotter Training.
- ~Completed The Role of the Skywarn Spotter and Skywarn Spotter Convective Basics classes.

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<b><u>I. COURT INFORMATION</u></b>	Municipality: Willard Municipal Court	Reporting Period: Feb 1, 2019 - Feb 28, 2019
Mailing Address: 224 W JACKSON ST, WILLARD, MO 65781		
Physical Address: 224 W JACKSON ST, WILLARD, MO 65781		County: Greene County
Telephone Number:		Fax Number:
Prepared by: JESSICA TRUITT		E-mail Address:
Municipal Judge: Kristoffer Barefield		

<b><u>II. MONTHLY CASELOAD INFORMATION</u></b>	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month	16	295	115
B. Cases (citations/informations) filed	0	46	8
C. Cases (citations/informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court/bench trial - GUILTY	0	1	0
3. court/bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	1	19	4
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)	0	12	0
6. dismissed by court	0	0	0
7. <i>nolle prosequi</i>	0	4	0
8. certified for jury trial (not heard in Municipal Division)	0	0	0
<b>9. TOTAL CASE DISPOSITIONS</b>	1	36	4
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]	15	305	119
E. Trial de Novo and/or appeal applications filed	0	0	0

<b><u>III. WARRANT INFORMATION (pre- &amp; post-disposition)</u></b>		<b><u>IV. PARKING TICKETS</u></b>	
1. # Issued during reporting period	21	1. # Issued during period	0
2. # Served/withdrawn during reporting period	26	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # Outstanding at end of reporting period	366		

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

<b>COURT INFORMATION</b>	Municipality: Willard Municipal Court	Reporting Period: Feb 1, 2019 - Feb 28, 2019
--------------------------	---------------------------------------	--

### V. DISBURSEMENTS

<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.	
Fines - Excess Revenue	\$2,492.00	Board Bill-Deft	\$79.50
Clerk Fee - Excess Revenue	\$312.20	Court Automation	\$256.96
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$10.50	Judicial Facility Srchg CT31	\$360.00
		Law Enf Arrest-Local	\$67.50
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Overpayments Detail Code	\$200.00
<b>Total Excess Revenue</b>	<b>\$2,814.70</b>	<b>Total Other Disbursements</b>	<b>\$963.96</b>
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>		<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	<b>\$4,851.50</b>
Fines - Other	\$457.00	<b>Bond Refunds</b>	<b>\$0.00</b>
Clerk Fee - Other	\$91.60	<b>Total Disbursements</b>	<b>\$4,851.50</b>
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$36.72		
Peace Officer Standards and Training (POST) Commission surcharge	\$36.71		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$261.73		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$3.08		
Law Enforcement Training (LET) Fund surcharge	\$74.00		
Domestic Violence Shelter surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Sheriffs' Retirement Fund (SRF) surcharge	\$112.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
<b>Total Other Revenue</b>	<b>\$1,072.84</b>		

# CITY OF WILLARD, MISSOURI

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



## AGENDA ITEM #6

### **Discussion/Vote to accept the Preliminary Planned Development for Gauge Crossing.**

Sponsored by the Director of Development.

March 11, 2019

RE: Gauge Crossing Planned Development Review

The following responses correspond numerically to the previous review letter that was sent back to the developer. It is included for your reference. It is dated January 29, 2019.

1. The legal description on the plat has been corrected to match the original preliminary plat.
2. The numbering sequence has been corrected along with several typos.
3. The cul de sac design has been modified to current standards.
4. An additional storm water engineering report will be required when the Construction Plan review is requested by the developer. All the information provided addresses the CLOMAR but does not address the current 24 lot development.
5. The final construction design plans will have to meet all Local, State and Federal regulations before notice to proceed is given.
6. The on-street parking / off street parking is addressed in the plan, (refer to comment #1. from CJW.)
7. Green space is being provided in the yards and detention area.
8. Information has been provided but it is unclear if the percentages include lot #24.
9. We have not received the draft Covenants and restrictions.
10. Percentage calculations are included in the plan.
11. The traffic counts have been corrected to further align with standard engineering practices.
12. All of the easements are not being shown on the plat however this can be shown on the final plat and included in the final plan. If consideration for approval of the Preliminary plan is given it should be stipulated as a condition for approval.
13. Text referring to 120-day construction timeline should be removed from the plan. (See CJW comment #4).

The Planning and Zoning Commission recommended approving this proposed plan with the following condition – The City Attorney should make a recommendation on the verbiage in the Covenants and Restrictions to insure City will not accept liability in the event the HOA should fail.

Additional Comments: Modifications to the stormwater pipes under New Melville are being proposed. This issue should be addressed first to address and mitigate downstream property impacts.

There is a section of 6" waterline on the north end of the project that should be upgraded as part of the developer's public improvement responsibility. This is an item that the City Public Works could participate, as the City has partnered in the past with developer agreements.

If you have any questions, feel free to contact me at City Hall.

Randy Brown

Director of Development

January 29, 2019

RE: Gauge Crossing Planned Development Review

On January 22, 2019 the City of Willard Planning and Zoning Commission tabled a request to approve the Preliminary Development Plan for the Gauge Crossing Subdivision. This action was based on staff's recommendation for the following reasons:

1. During staff's review it was noted that the legal description provided did not correspond with the submitted plat and the measurements on the submitted preliminary plat did not correspond with the previously submitted preliminary plat that was approved on file at the City. Please correct the legal description and corresponding name: ATM Commercial Phase 2 Gauge Crossing Subdivision.
2. There were notations on the submitted plat that defined existing drainage easements to be relinquished as part of Phase 2. These should be removed from the plat. The lot # 3 to the north of Proctor Road should be numbered in sequence so that we don't have two (2) lot number three (3)
3. The cul de sac design shows a radius of 40 feet inside driving surface. The Fire Department request a 50-foot design. Please redesign the cul de sac width to 50 ft.
4. The submitted Preliminary Plat shows a proposed limit of flood plain. It is unclear in looking at the plat and reading thru the written plan what is being proposed in relation to the approved CLOMAR that was submitted and approved by FEMA and the City of Willard. The City would ask for finish floor elevations for each lot being proposed within the flood plain and a map showing the proposed lots overlaid with the existing flood plain with more particular information on existing drainage patterns. (Topo map) A storm water engineering report should be provided to address the floodplain development requirements.
5. The adjacent property to the east has several drainage items that will affect the development of this property, (existing drainage and storm water retention outfall). It is unclear in looking at the plat and reading thru the plan how drainage from upstream properties will be addressed without impacting downstream properties.
6. Section 400.510 PD- B. Purpose. The plan does not clearly define congestion in the streets. The written plan should provide more exact information about the off-street parking, placement of driveways and detached garages.
7. The plan does not provide any view for conservation of land in environmentally sensitive areas in the City as per the current Comprehensive Plan suggests. Planned Developments should allow for flexibility within the requirements, however this property is in an extremely sensitive area compounded by the converging drainage issues. The Plan should include more exact information on existing tree preservation, green space and or open space preservation and how this will mitigate downstream impacts.

8. Section 400.510.D Uses and Densities Permitted. The development plan shall specify both for the project as a whole and or for subareas within the project, principal and accessory uses and development densities that are to be permitted. The plan should include information pertaining to the mixed use that was verbally proposed for lot #3 north of Proctor Road.

9. Section 400.510 H. – While some of the information required in this section was provided it is unclear what type of covenants and restrictions would be permitted.

10. Section 400.510 J. 3.- The total land area expressed in acres and as a percent of the total development area, proposed to be devoted to residential and non-residential uses, by type of structure, streets, and off-street parking and loading areas and green space/ open space.

11. Section 400.510 M.- A traffic impact analysis indicating the relationship of the proposed development to traffic and road use and plans in the immediate surrounding area. The plan used 2 trips per day per 2 cars per house. This is not in line with current traffic engineering standards. (Our consulting engineer suggested 10 trips per day)

12. Please provide all dimensions of utility easements.

13. The submitted plan did not address phasing for completion. Please consider the development of both existing lots 3 & 4 and provide a general timeline for completion from start to finish.

Please provide the additional information for the City Staff and our consultant review by February 12<sup>th</sup> to be considered for the Feb. P/Z meeting. If you have any questions please contact me at City Hall.

Randy Brown

Director of Development, City of Willard





**Project Name:** Planned Development District and Accompanying *Gauge Crossing* Development Plan for approximately 5.2-acre tract identified as Lots 1-23 with proposed detention area on the attached preliminary plat in the City of Willard, Missouri.

**Submitted By:** ATM Square, LLC (Owner / Developer)

**Meeting Date:** January 22, 2019

---

#### ISSUE IDENTIFICATION

A development plan called *Gauge Crossing* has been submitted for approval as a Planned Development District. The property consists of approximately 5.2 acres of ground located on the East side of the 23-acre parent tract known as the *ATM Square Subdivision*. The property is bordered on the North by Hwy 160 and on the South by New Melville Road. The *Gauge Crossing* PD would allow for the creation of 23 single-family residential lots.

#### DISCUSSION AND ANALYSIS

The *Gauge Crossing* development plan includes a higher density single-family residential land use that is arranged in such a fashion that is uniquely conducive to the contemporary demand for housing amongst a vast group of homeowners in today's market. The overall density of housing is approximately 4.5 homes per acre. In order to accomplish the unique development scheme and arrangement, the development plan allows for building setbacks and lot dimensions that differ from the minimum standards under traditional R-1 zoning requirements. Additionally, there are other components of the plan that vary slightly from the City's conventional development regulations that will be outlined in the development plan. The purpose of this development is to design a distinct neighborhood with the intent of enhancing a sense of community and pride of ownership. The primary target market for this development will be young professional families and retired couples seeking a low maintenance home in a quiet pocket neighborhood. We feel as though these particular demographics are seeking communities like Willard that have excellent school systems and community resources nearby, such as the Frisco Trail and Stockton Lake.

The City's adopted Planned Development District regulations provide for these variations in minimum standards based on a determination and finding by the Planning and Zoning Commission and City Council that the development satisfies the criteria outlined in City Code Section 400.510 "Planned Development District."

## PURPOSE AND INTENT

The diversity of densities and arrangement of housing within the development site would be impossible to accomplish without the opportunity to plan the development in accordance with the Planned Development District provisions. We feel as though the proposed variations are warranted in order to facilitate the goals of this development, which themselves are viewed as providing a clear public benefit in ways that are not typical of traditional conventional single-family developments. This development has been designed to be congruent with the spirit and intent of the Willard Comprehensive Plan.

### I. DESIGN

The design utilizes all of the available space in the most efficient manner possible and will maintain all of the natural features of the ground including the large trees, which are one of the most attractive features of the property. In addition to the existing foliage, we will be planting trees on the Southern and Eastern portions of the property in order to create an elegant natural buffer from the existing residential developments. A landscape plan, showing conformance to existing code, will be submitted with the final development plan.

The design of the homes will be controlled through the use of Codes, Covenants, and Restrictions (CCR's) and must be approved by the developer prior to construction. We are currently working diligently to finalize the CCR's and will provide a copy to the City prior to the approval of the final development plan. All homes will have a main floor with a minimum livable square footage of 1,000 square feet. All homes will have a hard surface exterior including one or more of the following materials: wood, brick, stone, stucco, or cement products. The development will have a variety of architectural floorplans and designs with the intent that no two homes will look alike.

### II. TRANSPORTATION / UTILITIES

The development is centrally located in the main residential and commercial district of the City and has easy access off of proposed Proctor Road, which intersects with Miller Road. The development is located approximately ¼ mile from Hwy 160, a major highway linking Willard to Springfield and Interstate I-44. The location of the property will be easily accessible for emergency vehicles and has all of the utilities available on site for further development. This development will be located off of proposed Gauge Street, which is shown as a cul-de-sac. The inclusion of a cul-de-sac within this development was reasoned and designed to give the subdivision a "pocket neighborhood" and to have no impact with thru traffic onto New Melville. The traffic on Gauge Street should be primarily linked to the neighborhood, since it is not connected to any other road and will most likely be cautious neighbors driving at appropriate speeds. The traffic counts produced by this development are minimal and have essentially no impact on the surrounding areas. At an average of ten cars per day per house, *Gauge Crossing* would be adding 230 cars per day to the collector and arterial road systems. The future extension of Proctor road to the West will provide for alternate outlets including a full access to Hwy AB and limited access to Hwy 160.

### III. PARKING

All of the parking for this development will be handled off-street and will be contained within the drive-ways and the garages for each home. Due to the nature and design of the homes, a longer driveway will be necessary to accommodate for garages located behind each home. This will include a minimum 40' long driveway that will accommodate at least four parked vehicles and a two-car garage, for a total of six cars. The driveways will be a minimum of 9' in width and will be located directly to the South of each home and will go to the lot line of the neighboring property.

### IV. USES AND DENSITY LEVELS

Density levels are always a topic of discussion with any residential development and are more sensitive with developments of a higher housing density level. Gauge Crossing will have a density of 4.5 homes per acre. Below is a breakdown of the different types of structures and the green space that will be present within the development.

Impermeable Surface (Roads / Driveways) – 1.0 Acres (19.2%)

Home and Garage Footprint (1,729 Square Feet per Lot) - .90 Acres (17.3%)

Open Space (Yards / Detention Area) – 3.3 Acres (63.5%)

The 23 lots governed by this Development Plan will be strictly for single-family residential use. This development is designed to attract good quality homeowners to Willard that take care of their property and lookout for their fellow neighbors.

The lot lying to the North of Proctor Road, Lot 24, will be a mixed-use purpose with both a commercial and mutli-family element. The current intent is to have a 5,000 square foot retail facility with 1,000 square foot loft apartments on the second level. We feel as though this type of commercial / multi-family development will fit in perfectly with Gauge Crossing and will be a mutally beneficial relationship. This lot will most likely be developed immediately upon the completion of the build out of Gauge Crossing. We will be actively seeking retailers for this facility and will want it at least 60% pre-leased prior to construction.

### V. IMPACT OF DEVELOPMENT

Given the similar density and nature of housing that is surrounding this site, we believe that this development is compatible with the surrounding areas. Single-family residential housing is located directly South of this project across and along New Melville. Multi-family housing is located directly East of the development off of Excalibur, and a variety of commercial development is located to the East as well along Proctor Road and Miller Road. To the West of the development, there is an apartment complex and other commercial development including a care facility, a commercial bank, and an office complex.

### VI. MAINTENANCE OF COMMON AREAS

The maintenance of common areas within the District shall remain the responsibility of the developer unless turned over to a Homeowner's Association at a later date.

## VII. PHASING

This development will NOT be phased and will include the full public improvements to allow for the final platting of 23 single-family residential lots (Lots 1-23) and a mixed-use commercial / multi-family lot to the North (Lot 24). Anticipated construction time for the public improvements is 120 days from the time construction commences assuming no major weather or unforeseen engineering delays. Once the lots are completed and ready for homes to be built, we estimate a total buildout period of two years.

## VIII. VARIANCE FROM STANDARD CODE

- Street Width – The proposed width of Gauge Street is 29' which is 2' feet narrower than the standard width of 31'. This is in order to create a narrower feel that will cause people to drive slower and take more caution when navigating through the neighborhood.
- Driveway Setback – The driveways will all be set on a zero-lot line and will have no setback from the neighboring property line. Each home will have its own driveway and will not be shared with the neighboring property.
- Lot Dimensions – The width of the lots varies from standard code and will be set at 50'. This is intended to create a "pocket neighborhood" feel that allows for the construction of smaller footprint homes that are in closer proximity to one another.
- Setbacks – The setbacks for the lots vary from standard code and will be as follows:
  - Front Yard Setback – 15 Feet
  - Side Yard Setback – 10 Feet
  - Rear Yard Setback – 25 Feet



*Providing Transportation and Engineering Solutions*

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www.GoCJW.com

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

February 21, 2019

RE- Gauge Crossing Planned Development- Review Letter

Mr Brown,

The Submitted Planned Development language was reviewed, and the following items need to be addressed.

1. III PARKING- this states that parking will be handled completely off street with a 40' long driveway and a two-car garage for a total of 6 parked cars. It then states that the driveway will be a minimum of 9' wide. This does not seem to work out geometrically. To park 4 cars in the driveway the driveway would need to be a minimum of 18' wide.
2. Due to the statement of parking will be completely handled by off street parking they will need to install No Parking signs on both sides of the street.
3. USES and DENSITY LEVELS- there is a sentence that speaks to having 60% pre-lease before they start construction of Lot 24 building. They should remove this sentence, or this will become a requirement the City will have to verify before issuing a construction permit.
4. PHASING- there is text about a 120-construction time. There is no penalty or other definition of this item. They should remove this sentence as we can not control this length of construction time.
5. The Front yard setback of 15' does not control or guarantee a 40' long driveway for parking. Which of these two items is in control? The stated length of driveway or the 15' building setback?

The Final Plat will have to meet State of Missouri and City of Willard standards at the time of platting.

The construction plans will determine the area of available developable area. The plans will have to meet FEMA floodplain requirements.

If you have any questions or comments, please feel free to contact me either by email or on my cell phone at 417-849-2165.

Sincerely,

King Coltrin, P.E.  
Senior Engineer  
[King@gocjw.com](mailto:King@gocjw.com)

**CJW Transportation Consultants, LLC**  
*Providing Transportation and Engineering Solutions*

DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF  
GAUGE CROSSING SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF GAUGE CROSSING SUBDIVISION (the "Declaration") is made by ATM Square, LLC, a Missouri limited liability company (the "Developer").

WITNESSETH:

WHEREAS, the Developer is the owner of the real property legally described on Exhibit "A" (the "Property"), and the Property shall be held, conveyed and known as the GAUGE CROSSING Subdivision (the "Gauge Crossing Subdivision"); and

WHEREAS, the Developer hereby subjects the Property to the covenants, conditions, and restrictions set forth in this Declaration; and

NOW, THEREFORE, the Developer hereby makes the following covenants, conditions, restrictions and other agreements with respect to the Property as set forth below.

ARTICLE I  
PROPERTY SUBJECT TO THE GAUGE CROSSING SUBDIVISION RESTRICTIONS

The Developer hereby declares that all of the Property (as defined below, and also referred to as the Gauge Crossing Subdivision) is and shall be held, conveyed, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration of Restrictions, Covenants and Conditions of Gauge Crossing Subdivision, as amended or modified from time to time (the "Declaration"). This Declaration is in furtherance of a general plan for the subdivision, improvement and sale of the Property and every part thereof. Except as provided herein, this Declaration shall run with the Property for all purposes and shall be binding upon and inure to the benefit of all Owners and their successors in interest.

ARTICLE II  
DEFINITIONS

Section 1: As used in this Declaration:

(a) "Common Area" shall mean all real property designated or shown as Community Area, Common Area, or as open, detention or drainage area on any final plat of the Gauge Crossing Subdivision, as recorded, including any amendments or additions thereto, which shall include, but not be limited to, the landscaped portion of any street, medians, traffic islands or landscaped areas within any public or private streets within the subdivision, any private streets, entry roads, curb and gutter, sidewalks, gates and other

improvements within the area which would have been public right-of-way if the streets were public.

(b) "Corner Lot" shall mean any lot which abuts, other than at its rear line, upon more than one street.

(c) "Declaration" shall mean this "Declaration of Covenants, Conditions, and Restrictions of Gauge Crossing Subdivision" and all other provisions set forth in this entire document, as the same may from time to time be amended or modified.

(d) "Developer" shall mean ATM Square, LLC, its successors and assigns and any entity designated by ATM Square, LLC, as a Developer or successor.

(e) "Lot" shall mean any parcel of real property designated as a Lot on any recorded Subdivision Plat within the Property or any additions thereto, with the exception of the Common Area, public streets or other improvements dedicated to the public.

(f) "Owner(s)" shall mean the record owner, whether one or more persons or entities, of a fee or undivided interest in any Lot. The foregoing does not include any persons or entities which hold an interest in any Lot merely as security for the performance of an obligation. Except as stated otherwise in this Declaration, the term "Owner" shall not include a lessee or tenant.

(g) "Property" or "Properties" shall mean and refer to all of the real property legally described on Exhibit "A", which is attached hereto and incorporated herein, and any additional real property additionally encumbered by this Declaration upon the filing by the Developer of an amendment to the Declaration with the Greene County Recorder of Deeds which shall state the legal description of the additional real estate to be included as part of the Property. The Property is also referred to as the Gauge Crossing Subdivision in this Declaration.

(h) "Rules" shall mean and refer to those rules and regulations as passed and promulgated by the Architectural Committee acting on behalf thereof, under the authority granted by this Declaration.

(i) "Single Family Residence" shall mean a structure containing one dwelling only and occupied by not more than one family.

(j) "Gauge Crossing Subdivision" shall mean the Property subject to this Declaration, as may be amended (the Gauge Crossing Subdivision and Property are used interchangeably throughout this Declaration).

(k) "Subdivision Plat" shall mean a recorded plat covering any or all of the Property referred to in this Declaration.

(l) "Visible From Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

(m) "Committee" shall mean the Architectural Committee elected by the property owners on an annual basis.

### ARTICLE III PROPERTY SUBJECT TO THE DECLARATION

Section 1: General Declaration. The Developer may develop the Property (the Gauge Crossing Subdivision) in phases, by subdivision into various Lots or by the addition of other Property. The Developer may supplement or modify this Declaration with such additional covenants, conditions and restrictions as may be appropriate. The Developer's sale and conveyance of Lots is subject to this Declaration, as modified and amended. The Developer hereby declares that all of the Property, is and shall be held, conveyed, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration, as amended or modified from time to time. This Declaration, as amended or modified, is in furtherance of a general plan for the subdivision, improvement and sale of said real property and is established for the purpose of enhancing the value, desirability, and attractiveness of said real property and every part thereof. All of this Declaration shall run with all of the Property for all purposes and shall be binding upon and inure to the benefit of the Developer and all Owners and their successors in interest.

### ARTICLE IV ARCHITECTURAL CONTROL

Section 1: Review by Committee. No structure, residence, accessory building, tennis court, swimming pool, fence, mailbox, driveway, wall, lot drainage works, awning, exterior area lighting or other improvements shall be constructed or maintained upon any Lot, and no addition or change to the exterior of a structure shall be undertaken, unless complete plans, specification and plot plans thereof showing the exterior design, height, building material and color scheme thereof, the location of the structure on the Lot plotted horizontally and vertically, the location of driveways and fencing, shall have been submitted to and approved in writing by the Architectural Committee. A copy of such plans, specifications and plot plans as finally approved shall be kept by the Architectural Committee. All fees and expenses incurred by the Architectural Committee shall be paid by the applicant.

Section 2: Duties. The Architectural Committee shall have the right, in its sole discretion, to refuse to approve any plans and specifications which are not suitable or desirable for aesthetic or other reasons and in passing upon such plans and specifications and without any limitations of the foregoing, it shall have the right to take into consideration the suitability of the proposed building, structure or other improvement of landscaping, in light of Developer's plans for Gauge Crossing Subdivision as a residential development of architectural design, color, texture and materials, the harmony of external design and location in relation to surrounding

structures and topography and the effect of the improvements as planned on the outlook from adjacent or neighboring Lots. No changes or deviations in or from such plans and specifications once approved shall be made without the prior written approval of the Architectural Committee.

Section 3: Procedures.

(a) The Architectural Committee shall approve or disapprove all plans and requests within thirty (30) days after receipt by the Committee of all necessary information. In the event the Architectural Committee fails to take any action within thirty (30) days after the initial request and all necessary information has been submitted, the requesting Owner shall send a second written request to the Architectural Committee. In the event the Architectural Committee fails to take action within ten (10) business days of the second request, approval shall be presumed and this Article shall be deemed to have been fully complied with.

(b) The Architectural Committee shall maintain written records of all applications submitted to it and of all actions taken. Plans, specifications, and other records and minutes of Committee actions shall be kept by the Committee for at least one (1) year.

(c) During such times that the Developer controls the Architectural Committee, any member of the Architectural Committee or the Developer shall have the authority to approve or reject any request.

Section 4: Members of Committee.

(a) The Architectural Committee shall consist of two (2) members appointed by the Developer until such time the Developer does not own any Lots. Upon such time as the Developer no longer controls the Architectural Committee, then the existing property owners shall elect members of the Architectural Committee and there shall be three (3) members serve.

(b) The annual meeting of the property owners and the election of the Architectural Committee shall be held on June 1<sup>st</sup> of each year at the Willard Community Building at 6:00 P.M. Another date, time, and location may be designated by the current Architectural Committee assuming all current property owners have been notified by mail of the change at least thirty (30) days prior to the meeting date. Any meeting must be held within the City limits of Willard at the Willard Community Building or another public place designated by the Committee members.

(c) The election of the Architectural Committee shall be held at the annual meeting of the property owners. Committee members shall be nominated and voted upon by all current property owners at the annual meeting. In the event that there are more than three nominated committee members than a vote of the property owners shall ensue. All property owners will receive three votes for each lot owned within the Gauge Crossing Subdivision. The three votes can be given to one nominee or split up amongst

up to three nominees in any fashion desired by the property owner. The current Architectural Committee shall run the meeting and tally the votes. An Architectural Committee member DOES NOT have to be a current property owner in the Gauge Crossing Subdivision, but does have to be present at the meeting and willing to serve on the Committee for a one-year term. Architectural Committee members can serve consecutive terms if nominated each year by the property owners.

(d) In the event that an Architectural Committee member resigns from the Committee or is deceased or incapacitated than the remaining Committee members shall designate a new Committee member, at their discretion, to fill the vacant seat until the following annual meeting.

Section 5: Non-Liability for Approval of Plans. Plans and specifications shall be reviewed by the Architectural Committee as to style, exterior design, appearance and location and shall not be reviewed for engineering or structural design or for compliance with zoning and building ordinances. By approving such plans and specifications, the Architectural Committee, the members thereof, nor the Developer assume any liability or responsibility therefor or for any defect in any structure constructed from such plans and specifications. Neither the Architectural Committee, any member thereof, nor the Developer shall be liable to any Owner, prospective Owner, or other Person for any damage, loss or injury suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction performance of any work, whether or not pursuant to approved plans, drawings and specifications, or (c) the development, or manner of development, of any property within Gauge Crossing Subdivision, provided, however, that such action, with the actual knowledge possessed, was taken without willful or intentional misconduct. Approval of plans and specifications by the Architectural Committee is not and shall not be deemed to be a representation or warranty that said plans or specifications comply with applicable governmental ordinances and building codes.

Section 6: Inspection. Any member of the Architectural Committee may at any reasonable time enter upon any Lot in order to inspect improvements constructed or being constructed on such Lot to ascertain that such improvements have been or are being built in compliance with the approved plans and specifications.

## ARTICLE V USE AND BUILDING RESTRICTIONS

Section 1: The following restrictions are imposed upon each residential Lot for the benefit of all owners and the Developer.

Section 2: Single-Family Residential Use. All Lots shall be used, improved and devoted exclusively as a one-family dwelling and no gainful occupation, profession, trade, or other nonresidential use shall be conducted on any such Lot. Nothing herein shall be deemed to prevent the leasing of any such dwelling from time to time, by the Owner thereof, subject to all of the provisions of the Declaration.

Section 3: Structures. All Lots shall be subject to the following restrictions:

(a) No structure whatever shall be erected, placed or permitted to remain on any Lot except a detached one-family dwelling, together with an attached or detached garage.

(b) All dwellings shall be constructed of maintenance free materials approved by the Architectural Committee in writing. No dwellings shall be constructed with vinyl or steel siding on the exterior, unless approved by the Architectural Committee, but then only as an accent material. All dwellings may be constructed of a combination of such materials, but all such materials must be approved by the Architectural Committee in writing, whether or not the materials are to be used in combination.

(c) Exterior walls of all residences and all appurtenances thereto shall be of brick, stone, cultured stone, wood siding, batt siding, wood paneling, James Hardie or other fiber-cement type siding, plate glass, masonite, glass blocks or any combination thereof, except as otherwise approved in writing by the Architectural Committee. All windows shall be constructed of composite windows (black or white). All exterior doors, louvers, downspouts and gutters shall be constructed of wood, metal clad and wood laminate, colored metal (other than silver) and glass, or any combination thereof. Exterior colors must be approved by the Architectural Committee. All percentages of various materials on the exterior shall be approved by the Architectural Committee. Notwithstanding the foregoing provisions, the Architectural Committee shall determine whether any building material or product will be allowed or required, and all improvements shall be made or constructed in conformity with the materials approved by the Architectural Committee.

(d) All dwellings shall be architecturally designed and built to a level of finish consistent with other residences in the Gauge Crossing Subdivision, subject to approval by the Architectural Committee in its sole discretion.

(e) Roof designs and materials shall be at the sole discretion of the Architectural Committee.

(f) Carports are not permitted.

Section 4: Animals. No animals, fowl, or livestock, other than a reasonable number of generally recognized house pets, shall be maintained on any property within the Gauge Crossing Subdivision, and then only if they are kept solely as domestic pets and not for commercial purposes. No commercial breeding of animals shall be allowed. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No doghouse, structure or pen for the care, housing or confinement of any animal shall be constructed or maintained unless it is in a fenced rear yard, and is approved by the Architectural Committee. Pets shall not be allowed loose or unsupervised on any part of the Properties and walking of pets shall be on a leash and under the full control and supervision of the pet owner at all times. Notwithstanding anything herein to the contrary, (a) no Lot may have on it at any one time more than two (2) pets, (b) no

pets kept in a residence or on a Lot shall weigh more than 90 pounds, and (c) none of the dog breeds listed on **Exhibit "B"** attached hereto shall ever be allowed to be housed or present in a residence, on Lot or in the Common Areas. Owners shall be responsible to pick up and dispose of pet animal waste of their and their guests' pets from any Lot or Common Area.

Section 5: Antennas. No exterior antenna or other device for the transmission or reception of electronic signals shall be erected, used, or maintained outdoors on any Lot, unless approved by the Architectural Committee, which shall have the sole discretion to decide such matters. Satellite dish receivers for television reception shall be permitted provided that the dish is firmly mounted to the house located on the Lot where it is installed, and provided that it is not larger than a 24" satellite dish and the dish is so located that it is not visible from any location along and within six (6) feet above the street in front of the Lot where installed.

Section 6: Improvements and Alterations. No building, fence, wall, residence or other structure shall be commenced, erected, improved, or structurally altered, without the prior written approval of the Architectural Committee. The exterior surface of a single-family structure shall not be painted (other than painting with the same color of paint as previously existed) or changed in any manner without the prior written approval of the Architectural Committee.

Section 7: Temporary Occupancy. No trailer, incomplete building, tent, shack or garage and no temporary building or structure of any kind shall be used at any time for a residence in the Gauge Crossing Subdivision.

Section 8: Motor Vehicles and Trailers.

(a) Unlicensed or inoperative motor vehicles are prohibited, except in an enclosed garage.

(b) Parking of any motor vehicle of any type or character in public streets, Common Areas or vacant lots is prohibited.

(c) Trucks and commercial vehicles with gross vehicle weight of one ton or over are prohibited except during such time as such truck is actually being used for the specific purpose for which it is designed.

(d) All mobile or motor homes, trailers of any kind, trucks larger than one (1) ton, campers, recreational vehicles (RV) and boats are prohibited in Gauge Crossing Subdivision unless stored in an enclosed garage.

(e) Notwithstanding anything above to the contrary, a temporary portable storage container used during a move-in, move-out or construction project, may be placed overnight on a Lot (not on the street) for no more than a 48-hour period (with a minimum of 72 hours between each instance).

Section 9: Motor Vehicles - Excessive Noise. Any motor vehicle creating loud or annoying noises by virtue of its operation within the Gauge Crossing Subdivision, as defined by City Ordinance, is prohibited.

Section 10: Landscaping and Lawns.

(a) Approval and Completion. Each Owner shall complete the landscaping required by the Architectural Committee prior to occupying the premises, unless the Architectural Committee shall approve a delay based on weather conditions. Each Owner shall submit a landscaping plan from a landscape architect to the Architectural Committee for review and approval in the Architectural Committee's sole and absolute discretion.

(b) Design and Maintenance. All landscaping materials, including border materials, shall be natural materials unless otherwise approved by the Architectural Committee. Each Owner shall keep a minimum of two (2) trees, each tree a minimum of eight (8) feet in height, in the front lawn of the Owner's lot, and shall install a landscaping bed along the front of the house as approved by the Architectural Committee. Each Owner of a Lot within the Gauge Crossing Subdivision shall keep all shrubs, trees, grass and plantings, including the area located between the boundary line of his property and the street on which such Owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. All lawns shall be routinely maintained and grass shall not be allowed to grow taller than four (4) inches in height.

Section 11: Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot within the Gauge Crossing Subdivision, and no odors shall be permitted to arise therefrom so as to render any such Lot or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property.

Section 12: Repair of Buildings. No building, structure or fence upon any Lot within the Gauge Crossing Subdivision shall be permitted to fall into disrepair, and each such building, structure or fence shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 13: Trash Containers and Collection. No garbage or trash shall be placed or kept on any property within the Gauge Crossing Subdivision except in covered containers of a standard type provided by a sanitary waste service. In no event shall such containers be maintained so as to be visible from Neighboring Property except to make the same available for collection and then, only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot and no burning in the open will be permitted.

Section 14: Clothes Drying Facilities. Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot within the Gauge Crossing Subdivision unless they are erected, placed or maintained exclusively within an area not visible from Neighboring Property.

Section 15: Encroachments. No tree, shrub, or planting of any kind on any Lot within the Gauge Crossing Subdivision shall be allowed to overhang or otherwise encroach upon any sidewalk, street, pedestrian way, or other area from ground level to a height of eight (8) feet, without the prior approval of the Architectural Committee.

Section 16: Machinery and Equipment. No machinery or equipment of any kind shall be placed, parked, operated or maintained upon or adjacent to any Lot within the Gauge Crossing Subdivision except that:

(a) An Owner (or guest, invitee, licensee, tenant, lessee, family member, agent or employ thereof) may use such machinery or equipment as is usual and customary in connection with the use and maintenance of that owner's lot, or the improvements thereon.

(b) A builder or contractor constructing improvements for an owner may use such machinery or equipment as is usual and customary in connection with the construction of improvements on an owner's lot, provided that such machinery and equipment is actively being used by the builder or contractor and is stored or placed in an area approved by the architectural control committee, and that no trucks of any kind or nature shall be kept, parked or placed upon any lot or street between the hours of 9:00 P.M. and 6:00 A.M., unless permission to the contrary is temporarily granted by the Architectural Control Committee.

Section 17: Restriction on Further Subdivision. No Lot within the Gauge Crossing Subdivision shall be further subdivided by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner. This provision shall not, in any way, limit Developer from subdividing any property owned by Developer.

Section 18: Signs. No sign of any kind shall be displayed to the public view of any Lot except as follows and subject to the approval of the Architectural Committee:

(a) One sign of not more than five (5) square feet, advertising the property for sale or rent;

(b) Signs used by a builder to advertise the property during the construction and sales period;

(c) Signs of such shape, size and location as the Developer deems necessary for security control and to advertise the Gauge Crossing Subdivision;

(d) One sign, not to exceed one (1) square foot in size, which may contain the name or names of the Owner or Owners and/or the dwelling unit number;

(e) Signs of such shape, size and location as the Architectural Committee may approve.

Section 19: Clean up; Cleanup Deposit. Each Owner or commercial builder shall, at their sole cost and expense, be responsible for keeping its Lot and any Common Area within the Gauge Crossing Subdivision clear and free of construction debris, including all roads.

Section 20: Building Location.

(a) No building shall be located nearer to any lot line than the minimum set back line shown on the recorded plat of the Property.

(b) The building location (horizontal and vertical) must be approved by the Architectural Committee.

Section 21: Fences.

(a) No fences along the boundary of Lots shall be allowed. An Owner may fence in not more than 25% of their back yard, but no section shall be within ten (10) feet of a Lot boundary line. All fence designs and locations shall be approved by the Architectural Committee upon submission of plans and specifications. Fences shall be of the design, materials and specifications determined by the Architectural Committee.

(b) Chain link fences are not permitted. If constructed of wood, the fence shall be a shadowbox design or such other design approved by the Architectural Committee.

(c) Privacy fences may not exceed seventy-two (72) inches in height.

(d) No fences shall extend nearer to the front wall of a house than thirty three (33) percent of the distance of the house on each side. Supporting structures on all fences shall be placed on the side of the fence facing the property of the owner building the fence. On corner lots, the fence may extend from the house toward the street a maximum of five (5) feet.

(e) No fence or hedge shall be permitted between the front wall of the structure and the adjoining street or across the front yard. Notwithstanding the foregoing, the Architectural Committee may give specific written permission to an Owner to vary from the provisions of this subpart.

Section 22: Sales and Construction Office. Notwithstanding anything herein, Developer and its agents may establish temporary sales and/or construction offices and model homes, in the Gauge Crossing Subdivision and may permit builders and realtors to establish the same. Any such office shall be removed upon the completion of the subdivision.

Section 23: Easements. Easements are reserved as shown upon the recorded plat of the Property.

Section 24: Soil Removal. Soil may not be removed from the subdivision without the consent of the Developer.

Section 25: Garage Doors. The doors of all garages shall be kept closed at all times except when necessary for ingress and egress. The doors of all garages shall be installed with electric or battery powered opening and closing devices.

Section 26: Basketball Goals. No basketball goals, either affixed to a structure, installed in the ground or mobile shall be allowed at any time in the Gauge Crossing Subdivision.

Section 27: Outside Lighting. Spotlights, floodlights, or similar type high intensity lighting shall be designed, located and constructed so as to eliminate or significantly reduce glare on adjoining residences, and the Architectural Committee may direct that they be redesigned or eliminated if they determine that it is advisable. Other types of low intensity lighting which do not disturb the Owners or other occupants of the properties may be allowed.

Section 28: Roofs. All roofs shall be of a material and design approved by the Architectural Committee, in its sole discretion.

Section 29: Pools. There shall be no above ground pools allowed in the Gauge Crossing Subdivision. Below/in-ground pools may be allowed, subject to review and approval by the Architectural Committee.

Section 30: Completion. A structure shall be completed within a reasonable time after commencement of construction (6 months from commencement to complete exterior and 1 year to complete all construction and landscaping). In the event of fire, windstorm, or other damage, a structure shall be repaired, remodeled, rebuilt or completely removed within a reasonable time.

Section 31: Remedies. In the event that an Owner (or guest, invitee, licensee, tenant, lessee, family member, builder, contractor, subcontractor, agent or employee thereof), shall violate, or permit to be violated, any of the provisions set forth in this Article, the Architectural Committee shall cause to be delivered to said Owner a written Notice of Violation. Said Notice of Violation shall set forth the nature of the alleged violation and shall request that the violation be voluntarily terminated or remedied within a reasonable time from the mailing date of said Notice.

If after a reasonable time has elapsed from the date of said Notice, the violation has not been voluntarily terminated by the Owner, the Architectural Committee shall have the authority to pursue and effect any and all procedures which may be calculated as reasonably necessary to remove and/or terminate the cause of said violation. This authority shall include, but shall not be limited to, the power to employ laborers to enter upon the premises of said owner for the purpose of removing and/or terminating the cause of said violation. If, by virtue of the exercise of the authority granted herein, the Architectural Committee shall incur expenses in connection with the process of removing and/or terminating said violation the Architectural Committee may enforce collection of same in the same manner as if such costs were an assessment and shall have all powers and rights to so collect.

## ARTICLE VI CARE OF COMMON AREA

Section 1: Maintenance of Common Areas. The Architectural Committee may, at any time, as to any Common Area owned, leased or otherwise controlled by it, take the following actions without any approval of the owners being required:

- (a) Reconstruct, repair, replace or refinish any improvement or portion thereof upon any such area.
- (b) Construct, reconstruct, repair, replace or refinish any detention areas, or road improvement or surface upon any portion of such area used as a road, street, walk, driveway or parking area.
- (c) To maintain and replace injured or diseased trees, shrubs, annuals, perennials, ground cover or other vegetation within any common area, traffic island, median or other landscaped area within any right-of way of any public or private street located within the subdivision to the extent that the Architectural Committee deems necessary or desirable for the conservation of water and soil and for aesthetic purposes, and to the extent that the Greene County Highway Department or the City of Willard deems necessary to maintain public safety. The Architectural Committee shall be the sole judge as to the appropriate maintenance of all grounds within any common area, except any landscaped or planted areas within the right-of-way of any public or private street.
- (d) Place and maintain upon any such area such signs as the Architectural Committee may deem appropriate for the proper identification, use and regulation thereof.
- (e) Do all such other and further acts which the Architectural Committee deems necessary to preserve and protect the property and the beauty thereof, in accordance with the general purposes specified in this Declaration.
- (f) An assessment can be made by the Architectural Committee to all of the property owners within the Gauge Crossing Subdivision from time to time as they deem

necessary in order to maintain any common areas or for expenses and fees incurred in pursuing and curing any violation committed by a property owner in Article IV. A copy of the bill should be mailed to every property owner and shall be split on a pro-rata share of the number of lots owned to the total lots within Gauge Crossing Subdivision. The assessments are due within thirty (30) days of receipt.

Section 2: Damage or Destruction of Common Area by Owners. In the event any Common Area willfully or maliciously is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such owner does hereby authorize the Architectural Committee to repair said damaged area. The cost for such repairs shall be paid by said Owner, and the Architectural Committee may enforce collection of same in the same manner as if such costs were an assessment.

## ARTICLE VII RESERVATION OF DEVELOPMENT RIGHTS

Section 1: Phases; Additional Land. The Developer may develop the Property in phases. The Developer may add additional real property to the Property and may supplement or modify this Declaration with additional covenants, conditions and restrictions as Developer may deem appropriate.

Section 2: Removal of Land. The Developer may remove Lots and other portions of real property from the Property and may supplement or modify this Declaration with additional covenants, conditions and restrictions as may be appropriate.

Section 3: Right to Subdivide or Join. The Developer hereby reserves the right to further subdivide or joint portions thereof into smaller or larger Lots.

## ARTICLE VIII GENERAL PROVISIONS

Section 1: Enforcement. The Architectural Committee, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration as modified and amended. In addition to any remedies available at law or in equity and the right to place liens against an Owner's Lot as provided herein, the Architectural Committee shall have the right to seek and obtain an award for damages, specific performance and/or injunctive relief from a court of competent jurisdiction in the event of a violation of this Declaration by an Owner. Failure by the Architectural Committee or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3: Amendment.

(a) The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless otherwise amended as herein provided.

(b) This Declaration may be amended in whole or in part at any time by an instrument in writing executed by Developer, its successors or assigns until such time as the Developer no longer owns any of the Property or Lots.

(c) Following such time as the Developer no longer owns any of the Property or Lots, this Declaration may be amended by an instrument in writing executed by the Architectural Committee, with the approval of a majority of the votes of quorum of the Owners (which may be obtained by the written consent of a sufficient number of the Owners without the need for a formal meeting).

(d) No amendment shall be effective until it is recorded in the deed records of Greene County, Missouri.

Section 4: Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Developer, the Architectural Committee, or any Owner within the Gauge Crossing Subdivision.

Section 5: Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property within the Gauge Crossing Subdivision is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration.

Section 6: Remedies Cumulative. Each remedy provided by this Declaration is cumulative and not exclusive.

Section 7: Delivery of Notices and Documents. Any written notice or other documents relating to or required by this Declaration may be delivered either personally or by a commercial delivery service (such as FedEx, UPS) with delivery confirmation. If by delivery service, it shall be deemed to have been delivered the day the delivery service indicates it was delivered:

(a) If the Architectural Committee, to the mailing address of any of the members of the Committee as determined by an annual meeting of the property owners.

(b) If to an Owner or Builder, to the address of any Lot within the Gauge Crossing Subdivision, owned, in whole or in part, by him or to any other address last furnished by an Owner to the Architectural Committee.

(c) If to Developer, to its Registered Agent at its registered office: currently P.O. Box 712 Willard, MO 65781.

Provided, however, that any such address may be changed at any time by the party concerned by furnishing a written notice of change of address to the Architectural Committee. Each Owner of a Lot shall file the correct mailing address of such Owner with the Architectural Committee, and shall promptly notify the Committee in writing of any subsequent change of address.

Section 8: The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property, included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, to the covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereto. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby.

[The remainder of this page is intentionally blank. Signature on the following page.]

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this \_\_\_ day of \_\_\_\_\_, 2019.

ATM Square, LLC

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

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_ day of \_\_\_\_\_, 2019, before me personally appeared \_\_\_\_\_, to me personally known, who being duly sworn, did say that he is a member of ATM Square, LLC (the "Company"), and that he executed the foregoing instrument in the name of the Company, and that he had the authority to sign the same and acknowledged said instrument to be the free act and deed of the Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

EXHIBIT "A"  
LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT "B"  
DISALLOWED/EXCLUDED DOGS

- Pit Bull Terriers
- Staffordshire Terriers
- Rottweilers
- German Shepherds
- Presa Canarios
- Chows Chows
- Doberman Pinschers
- Akitas
- Wolf-hybrids
- Mastiffs
- Cane Corsos
- Great Danes
- Alaskan Malamutes
- Siberian Huskies

# CITY OF WILLARD, MISSOURI

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



AGENDA ITEM #7

## **Ordinance accepting the Lot Split/Replat for Cardinal Hills. (1<sup>st</sup> & 2<sup>nd</sup> Read) Discussion/Vote.**

Sponsored by the Director of Development.

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

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

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

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

**AN ORDINANCE**

**AUTHORIZING THE ACCEPTANCE OF THE LOT SPLIT OF 905 S. HUNT ROAD AND REPLAT OF 836 S FOX CREEK ROAD, IN WILLARD, MO: AND AUTHORIZING THE CITY CLERK TO SIGN THE LOT SPLIT/REPLAT UPON COMPLIANCE WITH THE TERMS OF THIS ORDINANCE.**

WHEREAS, the purpose of the lot split was to provide .75 Acres for the purpose of adding on to Lot 29 of Cardinal Hills (836 Fox Creek) in Willard, MO.

WHEREAS, on February 26, 2019 the Planning and Zoning Commission of the City of Willard, Missouri, reviewed the aforementioned proposed lot split/replat 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: The Board of Aldermen do hereby accept the lot split of 905 S Hunt Road/Replat of 836 Fox Creek Rd in Willard, Missouri as recommended by the Planning and Zoning Commission and as shown on the document attached hereto and incorporated herein as Exhibit "A", and that the lot split of said property comprises the following real estate to-wit:

905 S. Hunt Road in the City of Willard, Missouri

And the replat of said property comprises the following real estate to-wit:

836 S Fox Creek Road in the City of Willard, Missouri

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 lot split/replat 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 \_\_\_\_\_, 2019.**

APPROVED BY:

\_\_\_\_\_

MAYOR

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

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

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

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

MEMBERS OF THE BOARD OF ALDERMEN:                      YES                      NO                      ASTAINED

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

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

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

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

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

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

2<sup>nd</sup> READ

MEMBERS OF THE BOARD OF ALDERMEN:                      YES                      NO                      ABSTAINED

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

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

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

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

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

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

**Background Report**  
Replat of Parcel #0736400051

**Date:** March 11, 2019

**Location:** 836 Fox Creek Lane

**Applicant:** Bradly Ufken

**Tract Size:** .25 acres

**Proposed Tract Size:** 1.00 acre

**History:** This property was originally a 20 acre tract that was subdivided to create the Cardinal Hills Subdivision, a Residential Planned Development District which was platted in 2007. The remainder of the tract (2.8 acres) has an existing house and shop located adjacent to the subdivision. The owner (Mr. Mize) has requested to split the tract in order to sell a portion to the owner of lot 29 of the Cardinal Hills Subdivision. This would increase the size of lot 29 to approximately one (1) acre and allow the current owner to construct an accessory building behind his house on lot 29. The developer of the Subdivision (Mr. Kramer) has been notified and has no concerns with the lot split but would like to see matching siding and roofing on the planned accessory building.

**Staff Comments:**

1. Staff has reviewed the lot split and lot line adjustment for lot 29 based on the requirements listed in the Willard Municipal Code Article XII Section 400.1000 - 400.1020. and finds it meets the general criteria.
2. Staff requested an additional 15 foot utility easement be provided for future use in which the owner provided.
3. Staff would ask for your consideration for approval of the lot split, combination.

The Planning and Zoning Commission approved this request at the February 26, 2019 meeting.

If you have any questions, please contact me at City Hall at 417 742-5308 to discuss.

Randy Brown  
Director of Development



City of Willard

Subdivision Cardinal Hill  
Application Date 1/18/2019  
Application Fee \$300.00 pd - AB

### APPLICATION RE-PLAT/LOT SPLIT

We, the undersigned, request the City of Willard, Missouri Planning and Zoning Commission and Board of Aldermen to approve the re-plat/lot split as described in the attachment to this application, and attest to the truth and correctness of all facts and information for the proposed re-plat/lot split presented in this application.

Legal description of property (attach additional sheet if necessary): \_\_\_\_\_

CARDINAL Hill Lot 29

Address of re-plat/lot split; 836 S FOX CREEK RD WILLARD MO 65781

Property Owner's Name BRADLEY J UFFEN

If corporation, Corporate Official: \_\_\_\_\_

Mailing Address 789 N Miller RD Springfield MO 65802

Telephone Number 417-299-2874 Fax Number 417-742-5129

712-540-7321

PROPERTY OWNER'S SIGNATURE(S):

*Bradley J Uffen*  
(If corporation, signature of corporation official)

**CHECKLIST**  
**RE-PLAT/LOT SPLIT APPLICATION**  
**City of Willard, Missouri**

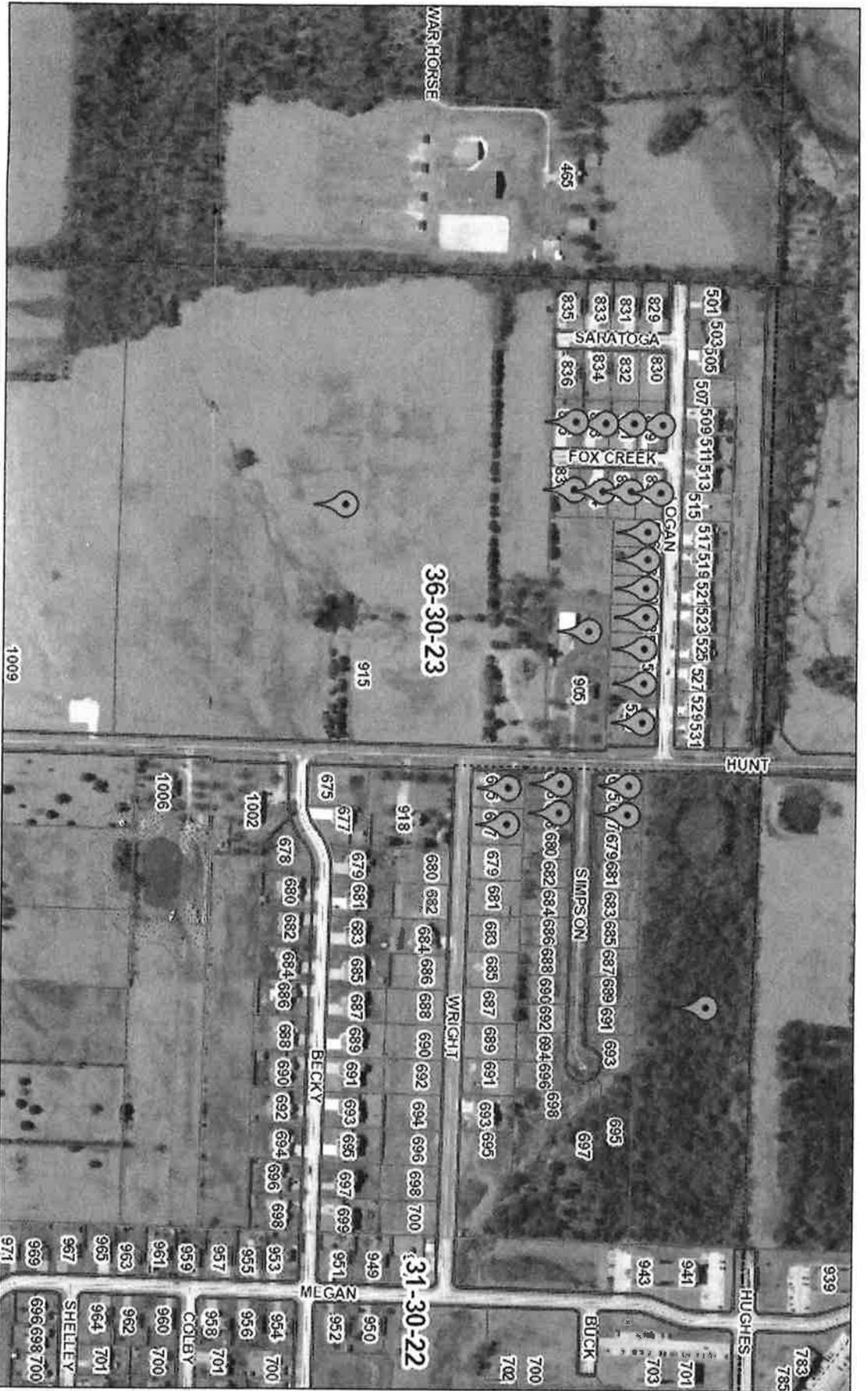
This checklist is provided to help you make sure that you submit everything that is required for a re-plat/lot split application. The application must be complete and all items listed on the checklist must accompany the application or this case will not be processed. The application must be submitted no later than 4:00 p.m. to the Willard City Hall, 15 working days prior to the Planning and Zoning Commission meeting at which the replat/lot split will be considered. Contact the City Clerk at the telephone number below for filing deadlines and meeting dates.

<b>APPLICATION FORM:</b>	
	Property owner's name, address, and telephone number. If a corporation, corporate official and corporate seal.
	Address/Subdivision of replat/lot split.
	Application signed by property owner, or if applicable, corporate official.
<b>RE-PLAT/LOT SPLIT SURVEY:</b>	
	Submit fifteen (15) copies of a certified survey signed and sealed by a registered land surveyor. The survey is to include the following information:
	A. All lots effected by the re-plat/lot split
	B. Location of any structures on the lots
	C. Exact nature, location and dimensions of all lots effected by re-plat/lot split
	D. Legal description of re-plat/lot split to be affixed to the certification sheet
	E. Certifications for Re-plat/Lot Split to be affixed to the survey, including: <ul style="list-style-type: none"> <li>1. Certificate of Ownership</li> <li>2. Acknowledgment Certificate</li> <li>3. Certificate of Approval-Planning and Zoning Commission</li> <li>4. Certificate of Approval-Board of Aldermen</li> </ul>
<b>SKETCH PLAN:</b>	
	Submit eight (8) 11" x 17" and three (3) 24"x36" copies of a sketch plan drawn to an approximate scale (one (1) inch equals one hundred (100) feet. of the proposed re-plat/lot split. The sketch plan is to include the following information:
	A. Tract boundaries.
	B. Proposed general lot layout
	C. Streets on and adjacent to the tract
	D. Location of any easements
	E. North point and approximate scale.
<b>APPLICATION FEE:</b>	
	Submit application fee of \$300.00. Applicant also responsible for recording fee and City Engineer review fees.

**Submit Applications to:**  
Willard City Hall  
224 W. Jackson, P.O. Box 187  
Willard, Mo. 65781  
(417)742-3033

For mail delivery, use the post office box address  
For hand delivery or parcel delivery, use the street address

Parcel ID	Owner Name	Parcel Address	Last Sale
0736400019	SCHIAVONE, VINCENT P	FARM ROAD 103 S	09/01/1999
0736400051	MIZE, JAMES E	905 HUNT RD S	10/19/2006
0736400077	MEINHARDT, DAVID	829 FOX CREEK RD S	04/02/2018
0736400078	JONES, DANIEL	831 FOX CREEK RD S	08/16/2016
0736400079	COFFEY, SUE C TR	833 FOX CREEK RD S	10/25/2016
0736400080	HEIDEL, CLYDE	835 FOX CREEK RD S	08/27/2014
0736400081	UFKEN, BRADLEY JOHN	836 FOX CREEK RD S	09/08/2014
0736400082	HALL, GARY N	834 FOX CREEK RD S	10/06/2016
0736400083	TIERSMA, CHRISTINA	832 FOX CREEK RD S	05/29/2018
0736400084	A&R PROPERTY DEVELOPERS ...	830 FOX CREEK RD S	01/19/2017
0736400085	WILKINSON, JASON	516 LOGAN ST E	12/03/2018
0736400086	A&R PROPERTY DEVELOPERS ...	518 LOGAN ST E	01/19/2017
0736400087	A&R PROPERTY DEVELOPERS ...	520 LOGAN ST E	01/19/2017
0736400088	A&R PROPERTY DEVELOPERS ...	522 LOGAN ST E	01/19/2017
0736400095	WILLARD R-2 SCHOOL DISTR...	915 HUNT RD S	02/13/2004
0736400099	A&R PROPERTY DEVELOPERS ...	524 LOGAN ST E	01/19/2017
0736400100	A&R PROPERTY DEVELOPERS ...	526 LOGAN ST E	01/19/2017
0736400101	QURESHI, AZHAR	528 LOGAN ST E	04/21/2014
0736400104	WILLARD DEVELOPMENT CO L...	675 WRIGHT ST E	10/18/2017
0736400105	WILLARD DEVELOPMENT CO L...	677 WRIGHT ST E	10/18/2017
0736400128	BT & TD INVESTMENTS LLC	SIMPSON ST E	11/15/2018
0736400129	BT & TD INVESTMENTS LLC	SIMPSON ST E	11/15/2018
0736400150	BT & TD INVESTMENTS LLC	SIMPSON ST E	11/15/2018
0736400151	BT & TD INVESTMENTS LLC	SIMPSON ST E	11/15/2018

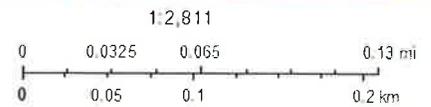


January 18, 2019





March 5, 2019

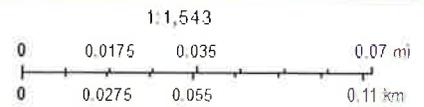


0736400081

836 S FOX CREEK RD, WILLARD



March 5, 2019



# CITY OF WILLARD, MISSOURI

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



## AGENDA ITEM #8

### **Discussion/Vote to accept Fireworks Bids.**

Sponsored by the Parks Director.

Fireworks Bids Spm 1/25/19

AM Pyrotechnics \$9,056.55

Aaron (owner) shooting show  
has done more than 600 displays

<sup>API</sup>  
ARC Pyrotechnics \$9,490.00

Gladiator Pyro \$9,475.00



Fireworks Display + FB  
01-2019 PKS

## A. M. PYROTECHNICS, LLC

2429 East 535 Road  
Buffalo, MO 65622  
(417) 267-3799  
(417)-399-2133  
(417)-267-3798 (fax)  
Aaron@ampyro.com

### Special Notes Specific To Bid:

Please note that the shooter to be assigned to this display is the company owner, Mr. Aaron Mayfield. Being only 17 minutes from our main facility near Pleasant Hope, Mo., I will be assigning myself as the manager and shooter for this display should we win the bid award. The experience factor of shooter of any fireworks display should be a major deciding factor in the awarding of the bid. The general practice within the firework industry when companies bid on displays, especially if the bidding company has never shot the specific display, is that they have no assigned shooter in mind and they do not consider this until they are awarded the bid. Once a new company has been awarded a bid for a display they have never shot, they then begin to work on training a NEW shooter or pull from less experienced shooter because all their experienced shooters have been assigned to shows they have shot for years. For one to say they have been shooting displays for three years can very possibly mean they have only fired three displays, one per year, so years' experience does not match up to number of displays managed & shot experience. I am personally guaranteeing that I will be the lead shooter on this display and I have more than 20 years' experience. I have fired or been the lead on more than 600 displays. In addition to this, I have a personal interest in making sure a display so close to my facility goes extremely well and all are satisfied. I can provide personal attention leading up to this display, I am so close to this site I can be in an emergency meeting within 20 minutes, such as in instances of inclement weather concerns, emergency site changes like what occurred in 2018, etc.

Please note that I bring with me my personal digital / wireless firing system which is used on \$100k displays. This system allows me to fire from multiple positions at one time and at no extra charge I can choreograph this display to music should you wish to add music to the display.

I would also like to request that the city offers up personnel to verify the bid shell counts to the product that arrives and this should be noted to all bidders.

Sincerely,

Aaron Mayfield  
AM Pyrotechnics, LLC  
1-24-2019



# A. M. Pyrotechnics, LLC

2429 East 535th Road

Buffalo, MO 65622

(417) 267-3799

ATF # 5-MO-059-51-8M-01024

Products Ordered For: **City of Willard Mo.**

Date:

Qty.	Size	Description	Unit Price	Total Price
		<b>GRAND OPENING</b>		
		<b>5 POSITION FIRING PATTERN</b>		
		<b>Soft opening to alert crowd show has started</b>		
5	1"	30 Second Color Fountains, Fire Simulaneously	12.00	\$60.00
5	1"	30 Second Red Strobe Pot, Fire Simultaneously	2.00	\$10.00
3	3"	Titanium Reports	4.00	\$12.00
		<b>Sky Eruption Opening After Soft Opening</b>		
20	2.5"	Titanium Reports, Rapid Fire, V Angle Fire Pattern	3.40	\$68.00
10	3"	American Made Platinum Glass Comets W/ 200' Tail, V Angle Fire Pattern from all five positions simultaneously	7.00	\$70.00
30	2.5"	Multi Color Assorted Shells, Rapid Fire, W Fire Pattern	3.40	\$102.00
		<b>Main Body Of Display Multi Shots, All Firing From Five Positions Simultaneously</b>		
5	1.25" 50 Shot	Multi Effect Multi Shot Cakes, Multi Color Strobe	28.00	\$140.00
5	1.25" 50 Shot	Multi Effect Multi Shot Cakes, Golden Crackling	28.00	\$140.00
5	1.25" 50 Shot	Multi Effect Multi Shot Cakes, Purple Peony	28.00	\$140.00
5	1.25" 50 Shot	Multi Effect Multi Shot Cakes, Red Peony	28.00	\$140.00
5	1.25" 50 Shot	Multi Effect Multi Shot Cakes, Silver Strobe	28.00	\$140.00
5	1.25" 50 Shot	Multi Effect Multi Shot Cakes, Brocade	28.00	\$140.00
5	1.25" 50 Shot	Multi Effect Multi Shot Cakes, Multi Color Peony	28.00	\$140.00
5	1.25" 50 Shot	Multi Effect Multi Shot Cakes, Pink Palm Tree	28.00	\$140.00
5	1.25" 50 Shot	Multi Effect Multi Shot Cakes, 5 Color Chrysanthemum	28.00	\$140.00
5	1.25" 50 Shot	Multi Effect Multi Shot Cakes, Orange Peony	28.00	\$140.00
		<b>Main Body High Aerial Shells, V and W Angle Firing from Center Position</b>		
192	2.5"	Color Assorted Shells	3.40	\$652.80
144	3"	Color Assorted Shells	4.70	\$676.80
36	2.5"	Titanium Reports	3.40	\$122.40
		<b>Main Body Special Pattern Mini Finales (Scenes) Throughout Display</b>		
		<b>Red, White, &amp; Blue Scene</b>		
3	600 Shot	Red, White, & Blue Scenery Multi Shot Cakes, Left, Middle, Right Firing Position Simultaneously	150.00	\$450.00
5	4"	American Made Non Splitting, Non Bursting Red, White, & Blue Mines, I Angle, Fire w/ Comets	12.00	\$60.00
10	3"	Red Peony, Fire \ Angle Pattern	4.70	\$47.00
10	3"	White Peony, Fire I Angle Pattern	4.70	\$47.00
10	3"	Blue Peony, Fire / Angle Pattern	4.70	\$47.00
		<b>Loud Crackling Scene</b>		
3	300 Shot	Loud Crackling Multi Shot Cakes, Left, Middle, Right Firing Position Simultaneously	150.00	\$450.00
30	3"	Loud Crackling Aerial Shells, W Angle Fire Pattern	4.70	\$141.00
		<b>American Made Comet Scenes Spread Throughout Display V Angle Fire Pattern From Five Positions, Assorted Shells From Main Body Fired With These Effects</b>		

10	3"	American Made Snowflake Comets W/ 200' Tail, V Angle Fire Pattern from all five positions simultaneously	7.00	\$70.00
10	3"	American Made Golden Strobe Comets W/ 200' Tail, V Angle Fire Pattern from all five positions simultaneously	7.00	\$70.00
10	3"	American Made Platinum Glass Comets W/ 200' Tail, V Angle Fire Pattern from all five positions simultaneously	7.00	\$70.00
10	3"	American Made Golden Firefly Comets W/ 200' Tail, V Angle Fire Pattern from all five positions simultaneously	7.00	\$70.00
10	3"	American Made White Spider Comets W/ 200' Tail, V Angle Fire Pattern from all five positions simultaneously	7.00	\$70.00
<b>Red, White, Blue Four Stage Finale</b>				
<b>Finale #1, All RED, Firing From Five Positions Simultaneously</b>				
5	300 Shot	All RED Multi Shot Cakes, Firing Simultaneously	125.00	\$625.00
5	4"	American Made Non Splitting, Non Bursting Red Mines	12.00	\$60.00
60	3"	All Red Peony Shells, W Angle Fire Pattern	4.70	\$282.00
<b>Finale #2, All WHITE, Firing From Five Positions Simultaneously</b>				
5	300 Shot	All WHITE Multi Shot Cakes, Firing Simultaneously	125.00	\$625.00
5	4"	American Made Non Splitting, Non Bursting White Magnesium Super Bright Mines	12.00	\$60.00
60	3"	All White Peony Shells, W Angle Fire Pattern	4.70	\$282.00
<b>Finale #3, All Blue, Firing From Five Positions Simultaneously</b>				
5	300 Shot	All BLUE Multi Shot Cakes, Firing Simultaneously	125.00	\$625.00
5	4"	American Made Non Splitting, Non Bursting Blue Mines	12.00	\$60.00
60	3"	All Blue Peony Shells, W Angle Fire Pattern	4.70	\$282.00
<b>Finale #4, Multi Color &amp; Loud Reports</b>				
3	665 Shot	Multi Color Peacock Multi Shot Cakes, Firing Simultaneously	150.00	\$450.00
60	3"	Multi Color Peony Shells, W Angle Fire Pattern	4.70	\$282.00
50	3"	Titanium Report Shells, W Angle Fire Pattern	4.70	\$235.00
				\$0.00
939		Electric Matches	0.45	\$422.55
				\$0.00
				\$0.00
			<b>Subtotal</b>	\$9,056.55
			<b>Payment</b>	\$0.00
			<b>Total</b>	\$9,056.55
				\$0.00
			<b>Balance Due</b>	\$9,056.55

*Arvin Kramer*





Gladiator Pyro  
Willard, MO. 65781  
January 17, 2019

Dear Willard Community:

We have prepared a quote for your 2019 celebration on the 29<sup>th</sup> of June. This quote includes \$3 million of coverage where the city will be listed as additionally insured. Also includes the shooter, transportation, and cleanup. Full details of the shells are attached.

Total shots: 6,278

Total Cost: \$9,475

This will be a min. of a 16 min show. References are attached.

Regarding safety; all are shooters are state licensed and comply to a yearly refresher class. We use the top of the line (state of the art) shooting system by Firetek. All shells are preloaded; there is no reloading during the show. All our mortars and racks go through two safety checks to ensure they are safe for operation. All shooters have fire extinguishers on hand. Pyro team, complies with protective clothing from helmets to gloves to ensure everyone is safe. The sponsor is responsible for marking off the area, so spectators do not wonder into the shooting area. Following the show all tubes are watered down and soaked before any rack or mortar is moved. We will provide the city with safety zones and fallout areas to ensure a safe an exciting show.

We are looking forward to your response!

Sincerely,

*Troy S. Wisdom*

Troy S. Wisdom  
President  
Office: 573-785-9328  
Cell: 417-849-7436

Email: [GladiatorPyro@gmail.com](mailto:GladiatorPyro@gmail.com)

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

# Gladiator Pyro

7546 Persimmon Ct  
 Willard, MO. 65781 USA  
 Phone: 417-849-7436



**GLADIATOR**  
 PYRO

**QUOTE NUMBER: 10136**  
**QUOTE DATE: 1/17/2019**

**Ship from**

Gladiator Pyro  
 7546 Persimmon Ct  
 Willard, MO. 65781 USA

**Bill to**

Willard MO.

**Ship to**

Willard MO.

Product ID	Description	Quantity	Price	Sub-total
148	3" Assorted	175	6.72	1,176.00
149	3" Assorted Finale shell	50	6.72	403.20
150	3" Ti-salutes All Noise Finale String	20	6.72	134.40
151	2" Shells	252	5.55	732.60
153	49'S Fan shape whirling flowers to crackling	4	144.00	576.00
199	100'S SILVER TAIL TO WHITE STRO	2	178.71	357.42
147	100'S VARIEGATED MINE TO BLUE	2	178.71	357.42
300	100'S Z SHAPE BLUE TAIL TO BLUE STA 100's	2	178.71	357.42
301	Silver Coconut Palm	2	178.71	357.42
329	100's Silver tail to Silver wave	2	187.71	375.42
330	100's Silver to Red Crossette	2	187.71	375.42
146	10'S SILVER TAIL TO SILVER WAVE	4	36.00	144.00
320	10'S BROCADE TAIL TO COLORED	2	36.00	72.00
317	16'S WHISTLE TAIL TO VARIEGATED	2	35.20	70.40
336	230 SHOTS CAKE	6	249.60	1,497.60
310	600'S Z-SHAPE RED, WHITE, BLUE	3	279.00	837.00
309	665'S FAN GOLDEN STROBE TAIL T	1	35.20	130.00
324	16'S WHISTLE TAIL TO VARIEGATE	1	187.71	375.42
318	100'S FAN BLUE TAIL TO BLUE + SI	2	187.71	187.71
325	100'S FAN WHITE	1	24.00	320.00
	SLICE CAKES 10 AND 15 SHOT	9		
998	FIREBALL (Manufactured by Gladiator Pyro)	6	40.00	240.00
999	E-MATCH	515	.80	412.00

**Sub-total: 9,434.85**  
**Shipping: 200.00**  
**Insurance: 800.00**  
**Shooter Fee: 1,000.00**  
**Admin adjustment: -1,959.85**  
**Total: \$9,475.00**

Total shots: 6,278 (Electrically shot)

3" = 245  
 2" = 252  
 1.5" = 1930  
 1" = 3845

6 ea. Fireballs

# Willard, MO Fireworks Site Plan

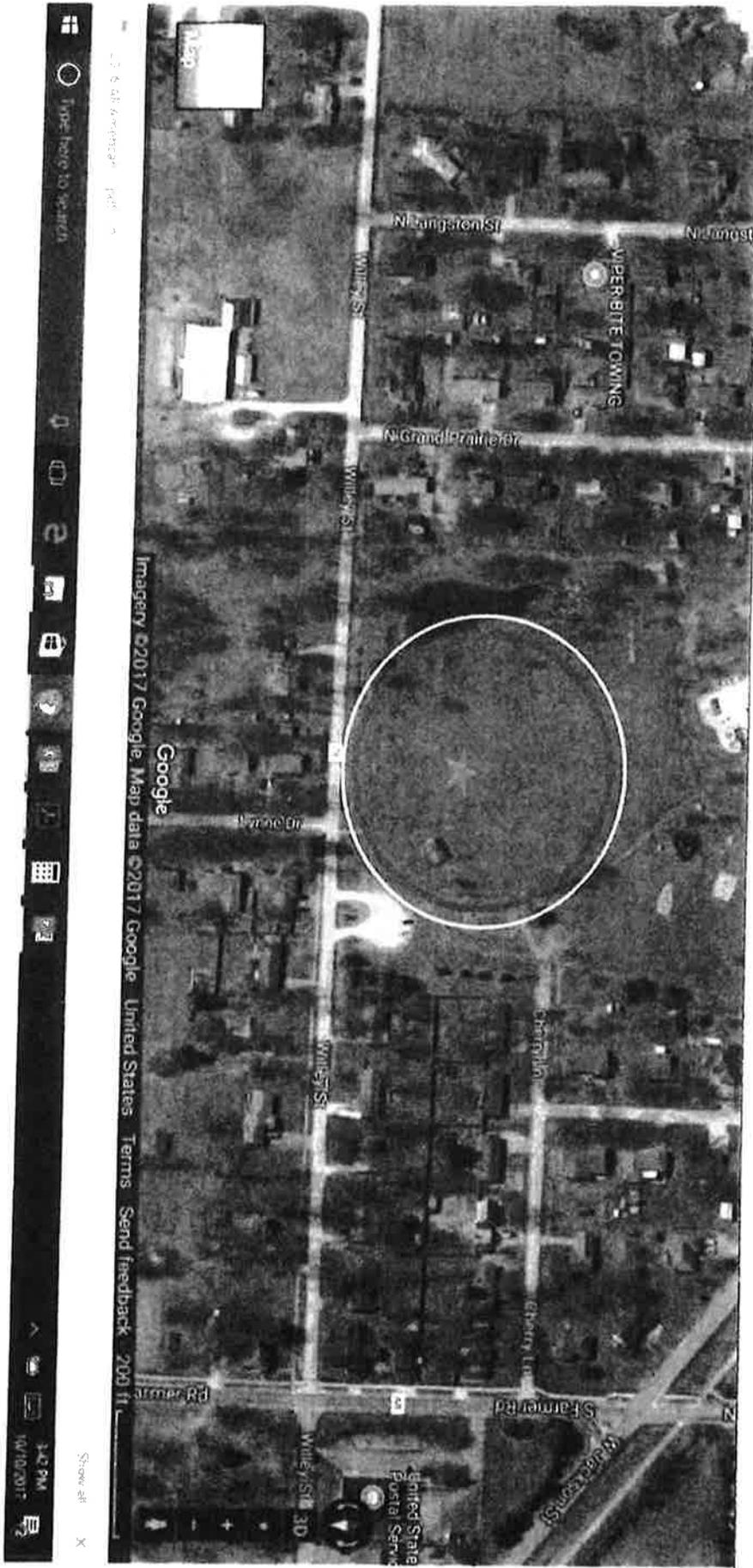


# Willard, MO Fireworks Site Plan

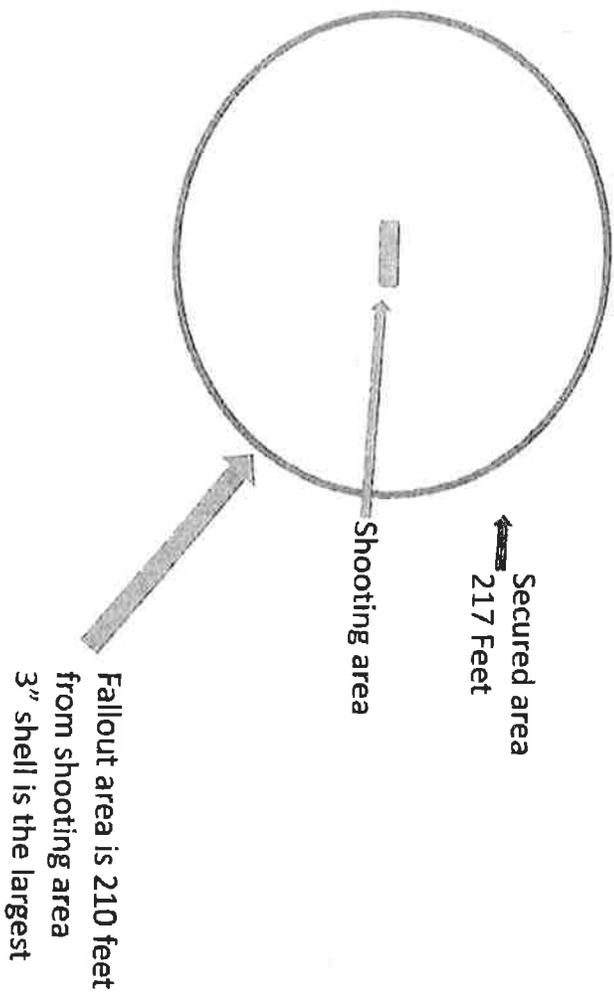


★ Shoot site

# Willard, MO Fireworks Site Plan



Willard, MO  
Fireworks Site Plan





Gladiator Pyro  
7546 Persimmon Ct  
Willard, MO. 65781  
January 17, 2019

References:

Farmington, MO. (20,000) Chris Conway ([cconway@farmington-mo.gov](mailto:cconway@farmington-mo.gov)) (573) 880-2007

Poplar Bluff, MO. (\$16,000) Jerrica Fox ([jfox@pbcity.org](mailto:jfox@pbcity.org)) 573.429.5271

Eagle Rock, MO. (\$20,000) Mark Pierson ([eaglerockfire@centurytel.net](mailto:eaglerockfire@centurytel.net)) (417) 271-3642

Jackson, MO. (\$12,000) Shane Anderson ([swanderson@jacksonmo.org](mailto:swanderson@jacksonmo.org)) (573) 204-8848

If more are needed, we can provide.

Sincerely,

*Troy S. Wisdom*

Troy S. Wisdom  
President  
Office: 573-785-9328  
Cell: 417-849-7436

Email: [GladiatorPyro@gmail.com](mailto:GladiatorPyro@gmail.com)

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





***BID PACKET PREPARED FOR:***

***Annual Freedom Fest  
Fireworks Display  
City of Willard  
June 29<sup>th</sup> 2019***



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## Bid Proposal Summary

2018	June 30th Fireworks	\$9,490.00	3498 Shots
------	---------------------	------------	------------

## Bid Contact Information

Contact: Richard Chabot  
Phone: 636.399.3420  
Email: [richard.chabot@arcpyro.com](mailto:richard.chabot@arcpyro.com)

## Company Address:

ARC Pyrotechnics INC  
16 NE 2<sup>nd</sup> Street Suite A  
Oklahoma City, OK 73105



## Description of Shows

The package I have prepared for your display is an electronically fired show. Your display's on **June 29th** will run approximately 15-18 minutes in length and consist of a total **3498 shots** of which **469 shells** will be the Grand Finale

The shells listed on the show proposal suggest the sizes and types of shells that could be used in your display. The shell sizes and counts will remain same as the proposal, but effects could change due to availability.

Shell rate would be approximately **30 shells per minute**, firing similar effects in pairs with same or different size shells.

Opening Barrage for the show will be two salute chains to announce the start of the show and grab the attention of the crowd.

Main body of show will be variety of shells grouping them together with same patterns to create scenes. Shell rate will vary depending upon size of shells and break patterns.

Shell rate will increase as it leads into the Grand Finale section of the show. This will be the finale chains starting with just a few then increasing the rate of launch.



## Show Details June 29<sup>th</sup> Fireworks

The Opening of your show will include:

**3" – 2 - Salute Finale Chain (5 Shells in the chain)**

**TOTAL SHOTS IN OPENING OF SHOW = 10**

The main body of your show will include:

<b>2.5" -----</b>	<b>192 Shells</b>
<b>3" -----</b>	<b>432 Shells</b>
<b>1 Inch Cake</b>	<b>1900 Shots</b>
<b>1.5" Cakes</b>	<b>495 Shots</b>

**TOTAL SHOTS IN MAIN BODY OF SHOW = 3019**

The Grand Finale of your display will last between 30-45 seconds and will be very intense and filled with Assorted Color and Salute shells to make sure your audience knows the show is reaching its conclusion. The finale portion of the show will include:

<b>2.5" –</b>	<b>144 Assorted color Shells</b>
<b>3" –</b>	<b>150 Red Blue and Salute Color Shells</b>
<b>3" –</b>	<b>120 Red White and Blue Color Shells</b>
<b>3" –</b>	<b>25 Salute Shells</b>
<b>3" –</b>	<b>30 Brocade Crown Shells</b>

**TOTAL SHOTS IN THE FINALE = 469**



## Setup Details

We will plan to arrive the morning of the show to begin assembling the racks together and staging them in their location for the display. Once that is finished, we will work with the Fire Marshal/AHJ to establish when we will be allowed to begin loading the pyrotechnic devices. Our goal would be to have setup completed hours before show time and be able to test the show and adjust to any issues that might arise. We will work hand-in-hand with the AHJ to establish all safety measures/concerns that they might have during the setup and firing of the display. **ONCE THE PYROTECHNIC DEVICES HAVE ARRIVED ON SITE, LICENSED PRYOTECHNICIAN WILL BE ON SITE AT ALL TIMES UNTIL THE DISPLAY HAS BEEN SHOT.**

## Crew/Technicians

All crew members will be 18 years or older with the lead operator being over 25 years old. The lead operator will have vast knowledge of the Firing System as well as knowledge of all safety aspects of NFPA 1123 along with our mandated safety requirements. This will allow the operator and crew to put on a fantastic display and make sure that all participants and spectators remain safe before, during, and after the display.

## Training

All crew members will have attended NFPA 1123 training that is required for any lead operator to obtain certification for Missouri lead operator licensing. This training course has been approved by the Missouri State Fire Marshal.

## Electronic Equipment

Mongoose / Simply fire firing system



## Product Sales Order

Ship from	Bill to	Ship to
ARC Pyrotechnics Inc 5100 E Seward Road Guthrie OK 73044 USA	Willard 224 W Jackson P O Box 187 Willard MO 65781 USA	Willard 220 W Jackson St Willard, MO 65781 USA

Category	Caliber	Product ID	Description	Units	Price	Sub-total
Match		N/A				
		EM3M-TL-PCB	Ematch 3 Meter (Twist Lock Shroud &	675	0.64	432.00
				675		432.00
		<b>TOTAL:</b>		<b>675</b>		<b>432.00</b>
Cake-Prox		1.5"				
		PMCCTSTT-MND*W	13 Shot MC Silver Tiger Tail Orange	3	17.38	52.14
		PMCMMNRBFW*F	13 Shot MC Red Blue White Strode	3	17.38	52.14
		PMCXTX*W	13 Shot MC Multicolor Crossover (Wip	7	17.38	52.14
				9		156.42
		<b>TOTAL:</b>		<b>9</b>		<b>156.42</b>
Cake		3"				
		CP300-G*PA2Z	300 Shots Green to Purple Crossover /	3	151.67	455.01
		CP1000-RC*W	1000 Shot Rainbow Comets (W) 20-S	4	179.51	718.05
		CP300R*WB*2Z	300 Shot White To Red And Blue Cros	3	151.67	455.01
				3		482.89
		1.5"				
		CF90-CB	80 Shot Colorful Bees (Fan) 28-Sec	1	103.95	103.95
		CF200MINRGPLB	200 Shot Fan Mine R G P L B 20-Sec	1	256.82	256.82
		CP49-KXT*Z	49 Shot Cracking Crossover (2.) 27-S	2	70.65	141.30
				4		502.07
		N/A				
		CP300CTX*FWMN*H	300 Shot New Color Crossover White	1	159.67	159.67
				1		159.67
		<b>TOTAL:</b>		<b>8</b>		<b>1,144.53</b>
Shell Module		2.5"				
		2.5 SMX	2.5 Shell Module X	2	310.00	620.00
				2		620.00
		3"				
		3SMA	3 inch Shell Module "A" 72/1	2	409.50	819.00
		3SMB	3 inch Shell Module "B" 72/1	2	409.50	819.00
		3SMD	3 inch Shell Module "D" With Tail 36/1	2	221.42	442.84
				6		2,080.84
		<b>TOTAL:</b>		<b>6</b>		<b>2,700.84</b>
Pinac Chains		2.5"				
		2.5FC-PN35ST	2.5" FC Ass't Peonies (R G B P Y W) (	24	27.72	665.28
				24		665.28



# ARC Pyrotechnics, Inc.

SALE NUMBER: 13352

Category	Caliber	Product ID	Description	Units sum	Price	Sub-total
		3FC-CRN	3" FC Brocade Crown (5)	8	35.75	214.50
		3FC-RB-TSAS	3" FC Red, Blue, Titanium Salute w/ T	30	32.00	960.00
		3FC-SL-FL	3" FC Flash Salute (5)	7	29.55	206.85
		3FC-PNR-W-B	3" FC RWB (B R W B R) Peonies (5)	24	30.87	740.88
				67		2,122.23
<b>TOTAL</b>				<b>67</b>		<b>2,787.51</b>

				<del>791</del>		<del>7,221.40</del>
					<b>Sub-total:</b>	<b>7,221.40</b>
					<b>Insurance Fee:</b>	<b>722.14</b>
					<b>Production Fee:</b>	<b>250.00</b>
					<b>Shipping Fee:</b>	<b>375.00</b>
					<b>Shooters Fee:</b>	<b>1,199.17</b>
					<b>Expenses:</b>	<b>300.00</b>
					<b>Multi-year Discount:</b>	<b>-216.64</b>
					<b>Wholesale Discount 2 (5%):</b>	<b>-361.07</b>
					<b>Total:</b>	<b>9,490.00</b>



# Sample Insurance Certificate

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<p style="font-size: 8px; margin: 0;">PRODUCER</p> <p style="font-size: 8px; margin: 0;">Ryder Rosacker McDue &amp; Huston (MCO) by Hull &amp; Compo 5160 W Koening St Grand Island NE 68802</p>	<p style="font-size: 8px; margin: 0;">CONTACT NAME: <b>Kristy Wolfe</b></p> <p style="font-size: 8px; margin: 0;">PHONE: (408) 308-2310 FAX: (408) 308-7109</p> <p style="font-size: 8px; margin: 0;">E-MAIL: <a href="mailto:kwole@ryderinsurance.com">kwole@ryderinsurance.com</a></p>
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<p style="font-size: 8px; margin: 0;">INSURED</p> <p style="font-size: 8px; margin: 0;">ARC Pyrotechnics Inc. Gray Mill Logistics LLC 6008 NW 112th St Oklahtoma City OK 73102</p>	<p style="font-size: 8px; margin: 0;">INSUREN(S) AFFORDING COVERAGE</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">INSURER: SCOTT STATE INS CO</td> <td style="width: 30%;">MARK:</td> </tr> <tr> <td>INSURER: NATIONAL CASCO</td> <td>MARK:</td> </tr> <tr> <td>INSURER:</td> <td>MARK:</td> </tr> <tr> <td>INSURER:</td> <td>MARK:</td> </tr> <tr> <td>INSURER:</td> <td>MARK:</td> </tr> </table>	INSURER: SCOTT STATE INS CO	MARK:	INSURER: NATIONAL CASCO	MARK:	INSURER:	MARK:	INSURER:	MARK:	INSURER:	MARK:
INSURER: SCOTT STATE INS CO	MARK:										
INSURER: NATIONAL CASCO	MARK:										
INSURER:	MARK:										
INSURER:	MARK:										
INSURER:	MARK:										

COVERAGES

CERTIFICATE NUMBER: 316874368

REVISION NUMBER:

IND. LTR.	TYPE OF INSURANCE	ACORD	SURG	REPL	WYD	POLICY NUMBER	POLICY EFF IMMEDIATE	POLICY EXP IMMEDIATE	DAYS
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY PRODUCTS AND COMPLETED OPERATIONS BODILY DAMAGE AND PERSONAL AND ADVERTISING INJURY SPECIALS: SIGNAGE, MAIL DELIVERY, CONTRACTORS, RENTALS, STORAGE, TRANSPORTATION, EXHIBITS, EQUIPMENT, AND SUPPLIES	1	1	1	1		1/1/17	12/31/17	30
									BODILY DAMAGE AND PERSONAL AND ADVERTISING INJURY: \$1,000,000 PRODUCTS AND COMPLETED OPERATIONS: \$1,000,000 CONTRACTORS: \$5,000 RENTALS: \$1,000,000 STORAGE: \$2,500,000 TRANSPORTATION: \$2,000,000 EXHIBITS: \$1,000,000 EQUIPMENT: \$1,000,000 SUPPLIES: \$1,000,000
B	AUTOMOBILE LIABILITY OPERATOR AND NON-OPERATOR RENTAL CAR AND TRUCKS TRUCKS AND TRAILERS TRUCKS AND TRAILERS (NON-OPERATOR) TRUCKS AND TRAILERS (OPERATOR) TRUCKS AND TRAILERS (NON-OPERATOR) - RENTALS	1	1	1	1		1/1/17	12/31/17	30
									OPERATOR AND NON-OPERATOR: \$1,000,000 RENTAL CAR AND TRUCKS: \$1,000,000 TRUCKS AND TRAILERS: \$1,000,000 TRUCKS AND TRAILERS (NON-OPERATOR): \$1,000,000 TRUCKS AND TRAILERS (OPERATOR): \$1,000,000 TRUCKS AND TRAILERS (NON-OPERATOR) - RENTALS: \$1,000,000
A	UMBRELLA AND EXCESS LIABILITY EXCESS LIABILITY EXCESS LIABILITY - CONTRACTORS EXCESS LIABILITY - RENTALS EXCESS LIABILITY - STORAGE EXCESS LIABILITY - TRANSPORTATION EXCESS LIABILITY - EXHIBITS EXCESS LIABILITY - EQUIPMENT EXCESS LIABILITY - SUPPLIES	1	1	1	1		1/1/17	12/31/17	30
									UMBRELLA AND EXCESS LIABILITY: \$1,000,000 EXCESS LIABILITY: \$1,000,000 EXCESS LIABILITY - CONTRACTORS: \$1,000,000 EXCESS LIABILITY - RENTALS: \$1,000,000 EXCESS LIABILITY - STORAGE: \$1,000,000 EXCESS LIABILITY - TRANSPORTATION: \$1,000,000 EXCESS LIABILITY - EXHIBITS: \$1,000,000 EXCESS LIABILITY - EQUIPMENT: \$1,000,000 EXCESS LIABILITY - SUPPLIES: \$1,000,000
	INSURERS SUBROGATION AND NON-SUBROGATION INSURERS SUBROGATION AND NON-SUBROGATION - CONTRACTORS INSURERS SUBROGATION AND NON-SUBROGATION - RENTALS INSURERS SUBROGATION AND NON-SUBROGATION - STORAGE INSURERS SUBROGATION AND NON-SUBROGATION - TRANSPORTATION INSURERS SUBROGATION AND NON-SUBROGATION - EXHIBITS INSURERS SUBROGATION AND NON-SUBROGATION - EQUIPMENT INSURERS SUBROGATION AND NON-SUBROGATION - SUPPLIES	1	1	1	1		1/1/17	12/31/17	30
									INSURERS SUBROGATION AND NON-SUBROGATION: \$1,000,000 INSURERS SUBROGATION AND NON-SUBROGATION - CONTRACTORS: \$1,000,000 INSURERS SUBROGATION AND NON-SUBROGATION - RENTALS: \$1,000,000 INSURERS SUBROGATION AND NON-SUBROGATION - STORAGE: \$1,000,000 INSURERS SUBROGATION AND NON-SUBROGATION - TRANSPORTATION: \$1,000,000 INSURERS SUBROGATION AND NON-SUBROGATION - EXHIBITS: \$1,000,000 INSURERS SUBROGATION AND NON-SUBROGATION - EQUIPMENT: \$1,000,000 INSURERS SUBROGATION AND NON-SUBROGATION - SUPPLIES: \$1,000,000

DESCRIPTION OF OPERATIONS (LOCATION(S) / VEHICLES (ALSO ACORD 101 Additional Remarks Schedule if more space is required))

Blanket Additional Insured applies to the entities listed below per attached form (GLS-150) when required by written agreement  
 Fireworks shows in Viasis Park, 14811 Manchester Road, Ballwin, MO 63011 On June 9th and June 10th 2017. Rain date TBD. Additionally insured City of Ballwin, Viasis Park and Metro West Fire Department

<p style="font-size: 8px; margin: 0;">CERTIFICATE HOLDER</p> <p style="font-size: 8px; margin: 0;">City of Ballwin Missouri 1 Ballwin Commons Circle Ballwin MO 63021</p>	<p style="font-size: 8px; margin: 0;">CANCELLATION</p> <p style="font-size: 8px; margin: 0;">SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p style="font-size: 8px; margin: 0;">AUTHORIZED REPRESENTATIVE</p> <p style="font-size: 8px; margin: 0;"><i>Kristy Wolfe</i></p>
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## References

### **City of Manchester**

City of Manchester, MO  
Eileen Collins  
Director of Parks and Recreation  
ecollins@manchestermo.gov  
636.391.6326 ext 402

### **Turtle Creek Subdivison**

O'Fallon, MO  
Joe Schilligo  
Trustee  
joe@jrsventures.com  
314.541.4877

### **City of Ballwin**

City of Ballwin  
Ballwin, MO  
John Hoffman  
Parks and Recreation Director  
636.227.2423



## Discounts

A client under a Multi-Year (3 year) contract will receive a 3.0% Product Discount on product for the Multi-Year Display. This is 3% in additional product with no additional cost to the contract. Early pay (Pay in Full) 120 days prior to show date 10% additional Product, (Pay in Full) 60 days prior to show date 5% additional product.

## Credit Calculation / Delay in show

Normal credit is to roll forward any unfired product to the next year's show. At end of contract if product is left over then adjusted calculation would be worked out at that time.

## Cancellation Fee

If cancelled prior to the show date then no additional charge. If show is cancelled after product has been delivered and setup then the labor for that day would be the amount charged which would be 10% of show cost.



## Personnel

### A – Manager of the Contract – Richard Chabot

Date of Incorporation – 7/31/2015

Number of Employees onsite for Setup and execution of Displays - 3

Onsite Employees – Shows fired in past 3 years

Richard Chabot – Fired 15 Shows

Tracey Chabot – Fired 8 Shows

Charles Jurczak – Fired 15 Shows

### B – Previous Experience

Richard and Charles have been setting up and performing pyrotechnic displays since 2004 with other companies, then with our current company. Tracey has been working in the industry for the past 8 years.

### C – Capital Investment

Mongoose Wireless Firing system, cables, shot boxes and mortars to perform display will be acquired, as well as necessary safety equipment to ensure a successful display.

### D – Ability

Our crew will arrive early in the morning to begin setup of the display. This will ensure a timely readiness to perform the displays at the desired time. During setup we evaluate the weather and take appropriate measures to ensure product is secure and protected for any weather situation that may arise.

### E – Operators Certifications – Available upon award of contract

# CITY OF WILLARD, MISSOURI

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



AGENDA ITEM #89

**Ordinance accepting the 2019 General Code updates.  
(1<sup>st</sup> & 2<sup>nd</sup> Read) Discussion/Vote.**

## 2019 ADOPTING ORDINANCE

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE OF ORDINANCES OF THE CITY OF WILLARD; ESTABLISHING THE SAME; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN, EXCEPT AS HEREIN EXPRESSLY PROVIDED; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE OF ORDINANCES; PROVIDING PENALTY FOR THE VIOLATION THEREOF; AND PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE.

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

**Section 1.** That pursuant to Section 71.943 of the Revised Statutes of Missouri, the codification of ordinances, as set out in Titles I through VII, each inclusive, of the "Code of Ordinances of the City of Willard" is hereby adopted and enacted as the "Code of Ordinances of the City of Willard"; which shall supersede all other general and permanent ordinances of the City passed on or before December 10, 2018, to the extent provided in Section 3 hereof.

**Section 2.** That all provisions of such Code shall be in full force and effect from and after the effective date of this ordinance as set forth herein.

**Section 3.** That all ordinances of a general and permanent nature of the City adopted on final passage on or before December 10, 2018, and not included in such Code or recognized and continued in force by reference therein, are hereby repealed from and after the effective date of this ordinance, except those which may be specifically excepted by separate ordinance, and except the following which are hereby continued in full force and effect, unless specifically repealed by separate ordinance:

- a. Ordinances promising or guaranteeing the payment of money for the City, or authorizing the issuance of any bonds or notes of the City or any other evidence of the City's indebtedness, or authorizing any contract or obligation assumed by the City;
- b. Ordinances levying taxes or making special assessments;
- c. Ordinances appropriating funds or establishing salaries and compensation, and providing for expenses;
- d. Ordinances granting franchises or rights to any person, firm or corporation;
- e. Ordinances relating to the dedication, opening, closing, naming, establishment of grades, improvement, altering, paving, widening or vacating of streets, alleys, sidewalks or public places;
- f. Ordinances authorizing or relating to particular public improvements;
- g. Ordinances respecting the conveyances or acceptance of real property or easements in real property;

## ADOPTING ORDINANCE

- h. Ordinances dedicating, accepting or vacating any plat or subdivision in the City or any part thereof, or providing regulations for the same;
- i. Ordinances annexing property to the City;
- j. All zoning and subdivision ordinances not specifically repealed and not included herein;
- k. Ordinances establishing TIF districts or redevelopment districts;
- l. Ordinances relating to traffic schedules (i.e. stop signs, parking limits, etc.);
- m. All ordinances relating to personnel regulations (i.e. pensions, retirement, job descriptions and insurance, etc.);
- n. Ordinances authorizing the establishment of industrial development corporations;
- o. Ordinances establishing tax rates for the City.

That the repeal provided for in this Section shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance which is repealed by this ordinance.

That the repeal provided for in this Section shall not affect 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.

**Section 4.** That any and all additions and amendments to such Code when passed in such form as to indicate the intention of the Board of Aldermen to make the same a part thereof shall be deemed to be incorporated in such Code so that reference to the "Code of Ordinances of the City of Willard" shall be understood and intended to include such additions and amendments.

### **Section 5.**

- a. Except as hereinafter provided, whenever in any rule, regulation or order promulgated pursuant to such ordinances of the City, any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in such City ordinance, rule, regulation or order doing of any act is required or the failure to do any act is declared to be unlawful, where no specific penalty is provided therefor, the violation of any such ordinance of the City, or of any rule, regulation or order promulgated pursuant to such City ordinance, shall be punished by a fine of not less than five dollars (\$5.00) and not more than five hundred dollars (\$500.00) or by imprisonment for a period not to exceed ninety (90) days, or by both such fine and imprisonment.
- b. Whenever any provision of the Revised Statutes of Missouri or other Statute of the State limits the authority of the City to punish the violation of any particular provision of these ordinances or rules, regulations or orders promulgated pursuant thereto to a fine of less amount than that provided in this Section or imprisonment for a shorter term than that provided in this Section, the violation of such particular provision of these ordinances or rules, regulations or orders shall be punished by the imposition of not more than the maximum fine or imprisonment so authorized, or by both such fine and imprisonment.
- c. Whenever any provision of the Revised Statutes of Missouri or other Statute of the State establishes a penalty differing from that provided by this Section for an offense similar to any

ADOPTING ORDINANCE

offense established by these ordinances, rules, regulations or other orders of the City, the violation of such City law, ordinance, rule, regulation or order shall be punished by the fine or imprisonment established for such similar offense by such State law.

- d. Each day any violation of these ordinances, rules, regulations or orders promulgated pursuant thereto shall continue shall constitute a separate offense, unless otherwise provided.
- e. Whenever any act is prohibited by this Code, by an amendment thereof, or by any rule or regulation adopted thereunder, such prohibition shall extend to and include the causing, securing, aiding or abetting of another person to do said act. Whenever any act is prohibited by this Code, an attempt to do the act is likewise prohibited.

**Section 6.** That in case of the amendment by the Board of Aldermen of any Section of such Code for which a penalty is not provided, the general penalty as provided in Section 5 of this ordinance shall apply to the Section as amended; or in case such amendment contains provisions for which a penalty other than the aforementioned general penalty is provided in another Section in the same Chapter, the penalty so provided in such other Section shall be held to relate to the Section so amended, unless such penalty is specifically repealed therein.

**Section 7.** That a copy of such Code shall be kept on file in the office of the City Clerk, preserved in looseleaf form or in such other form as the City Clerk may consider most expedient. It shall be the express duty of the City Clerk, or someone authorized by said officer, to insert in their designated places all amendments and all ordinances or resolutions which indicate the intention of the Board of Aldermen to make the same part of such Code when the same have been printed or reprinted in page form and to extract from such Code all provisions which from time to time may be repealed by the Board of Aldermen. This copy of such Code shall be available for all persons desiring to examine the same.

**Section 8.** That it shall be unlawful for any person to change or alter by additions or deletions any part or portion of such Code, or to insert or delete pages or portions thereof, or to alter or tamper with such Code in any manner whatsoever which will cause the law of the City of Willard to be misrepresented thereby. Any person violating this Section shall be punished as provided in Section 5 of this ordinance.

**Section 9.** 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 the Code hereby adopted are severable, and if any phrase, clause, sentence, paragraph or Section of this ordinance or the Code 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 the Code hereby adopted.

**Section 10.** This ordinance and the Code adopted hereby shall become effective \_\_\_\_\_, 2019.

**PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF WILLARD THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2019.**

**APPROVED BY THE MAYOR OF THE CITY OF WILLARD THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2019.**

\_\_\_\_\_  
Mayor

ADOPTING ORDINANCE

ATTEST:

\_\_\_\_\_  
City Clerk

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

READ TWO TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE \_\_\_\_ DAY OF \_\_\_\_\_ 2018.

MEMBERS OF THE BOARD OF ALDERMEN:

Board Member	Votes		
	Yes	No	Abstained

2<sup>nd</sup> READ

MEMBERS OF THE BOARD OF ALDERMEN:

Board Member	Votes		
	Yes	No	Abstained

Dear Jennifer:

We have updated the Code of the City of Willard with the 2018 statutory material. You will be receiving the supplement shortly. Enclosed is an Adopting Ordinance, which the City will need to enact as soon as possible for the new statutory provisions to take effect. A list of sections of the City Code that have been amended or added is included and should be attached to the Adopting Ordinance.

We suggest that the City have its Attorney review the above list of changes. Should any corrections be required, we will prepare a supplement to make those changes prior to re-adoption of the Code. Once adopted, the Code Adoption Ordinance will be included in the front of the Code to signify the official nature of the Code. If the proposed ordinance is adopted within 90 days after the receipt of this letter, the Code will be updated to include the Code Adoption Ordinance at no cost to the City.

If you have any questions or if we can be of any further assistance, please do not hesitate to ask.

Sincerely,  
GENERAL CODE

Lisa Eisenhauer  
Editor

XX:xxx

Enc.

City of Willard  
2018 Statutory Updates Incorporated During Supplement #27

The following sections of the Code have been updated with the 2018 statutory material. All revised sections will be in effect following the City's adoption of the Code.

<b>Section/Subsection of the Code</b>	<b>Description of the Revision Based on State Law Change</b>	<b>Pursuant to RSMo. Section</b>
105.070	The citation to Section 115.125.1, RSMo., has been amended to read "Section 115.125, RSMo." to reflect the restructuring of that statutory Section.	115.125
120.150	Citations to Sections 43.507, 43.540, and 43.543, RSMo., have been amended to refer to Chapter 43, RSMo., generally.	610.120
210.1210	Throughout this Section, "metal" and "scrap metal" have been amended to read "material" where referring generally to items regulated by this Section. In addition, "motor vehicle, heavy equipment, or tractor battery" has been added to the list of items covered under this Section.	407.300
210.1360	A new paragraph has been added to this Section, which reads as follows: <i>"In addition to the affirmative defense provided in Subsection 2 of Section 566.223, RSMo., it shall be an affirmative defense to prosecution pursuant to this Section that the defendant was under the age of eighteen (18) and was acting under the coercion, as defined in Section 566.200, RSMo., of an agent at the time of the offense charged."</i>	567.020
225.080	A new Section has been added regarding emergency management, specifically adding definitions and descriptions to the elements of mutual aid agreements.	44.091
300.010	The definitions of "AUTOCYCLE" and "MOTORTRICYCLE" have been added to this Section and the definition of "UTILITY VEHICLE" has been updated.	301.010
310.070	This Section has been amended to refer to vehicles <u>and equipment</u> , to add provisions stating that "no more than two (2) vehicles or pieces of equipment in a work zone may display fixed, flashing or rotating lights," and to add provisions regarding when vehicles and equipment may display amber or amber and white lights.	307.175
370.190	A new Subsection has been added to this Section regarding the use of protective headgear while operating or riding in an autocycle.	304.005.2
380.020	A new Subsection has been added to this Section regarding licensing requirements for autocycle operators.	304.005.3
380.060	Autocycles have been added to the list of vehicles in this Section which only require one license plate on the rear of the vehicle.	301.130

# 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~~10

## **Ordinance amending Chapter 515.040: Locations. (1<sup>st</sup> & 2<sup>nd</sup> Read) Discussion/Vote.**

Sponsored by the Director of Development.

First Reading: 03/11/19

Second Reading: 03/11/19

Council Bill No.: 19-

Ordinance No.: 190311A

**AN ORDINANCE APPROVING A MUNICIPAL CODE AMENDMENT TO SECTION 515.040 OF THE MUNICIPAL CODE OF THE CITY OF WILLARD PERTAINING TO PUBLIC AND PRIVATE POOL LOCATIONS.**

WHEREAS, a public hearing was held on March 11, 2019; and

WHEREAS, the Planning and Zoning Commission of the City of Willard has initiated a proposed amendment to the Building and Construction Regulations in accordance with Article III, Administration and Review, Section 400.350, Amendments, paragraph B, *Initiation of Amendment*; and

WHEREAS, the Planning and Zoning Commission held a public hearing on February 26, 2019 for the purpose of receiving comments and input from the community on the proposed amendment; and

WHEREAS, after receiving public input, the Planning and Zoning Commission voted to recommend to the Board of Aldermen the proposed amendments to the Building and Construction Regulations 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: The City does hereby amend Chapter 515.040 Locations as attached in Exhibit "A".

Section 2: Savings Clause. Nothing in this ordinance shall be construed to affect any suit or proceeding now pending in any court, or any rights acquired, or liability incurred, nor any cause or causes of action occurred or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this ordinance. In the event of any conflict between this ordinance and any other law, regulation or ordinance, the more restrictive shall apply.

Section 3: Severability Clause. If any section, subdivision, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of 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 4: This Ordinance shall be in full force and effect from and after the date of its passage by the Board of Aldermen and approval of the Mayor.

Passed at meeting: \_\_\_\_\_

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

Attest: \_\_\_\_\_, City Clerk

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

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

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

2<sup>nd</sup> READ

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

## Exhibit A

### SECTION 515.040: LOCATIONS:

Private swimming pools shall not encroach on any front or side yard. A wall of a swimming pool shall be set back at least ten (10) feet from any rear property line or ~~fifteen (15)~~ **seven (7)** feet from any side property line or twenty (20) feet from any street property line.

# CITY OF WILLARD, MISSOURI

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



AGENDA ITEM #10 ~~12~~

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

Sponsored by the Public Works Director.

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

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

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

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

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

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

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

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

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



**FIRST READING: 03/11/19**

**BILL NO. 19-0**

**SECOND READING:**

**ORDINANCE NO.**

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

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\_\_\_\_\_  
Donna Stewart

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\_\_\_\_\_  
Larry Whitman

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Sam Baird

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Jon Jones

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