

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 14, 2022

7:00 p.m.

Willard City Hall

224 W. Jackson

Mayor

Samuel Snider

Board Members

Donna Stewart

Sam Baird

Ryan Simmons

Larry Whitman-Mayor Pro-Tem

Landon Hall

Tyler Kelly

www.cityofwillard.org

**CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
March 14, 2022
7:00 P.M.**

Posted March 9, 2022.

Notice is hereby given that the City of Willard, Missouri, Board of Aldermen will conduct a meeting at **7:00 p.m.** March 14, 2022 at the Willard City Hall, 224 W. Jackson.

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 28, 2022.
 - b. February/March 2022 Outstanding Invoices, Check and Draft Paid Invoices.
 - c. Department Head Reports.
 - d. Board Attendance Report.
- 4. Discussion/Vote on current Outstanding Invoices, draft and Check Paid Invoices for February/March 2022.**
- 5. Citizen Input.**
- 6. Presentation on IT Structure and IT Security.**
- 7. Discussion/Vote on hiring an additional officer to allow for 11 full-time officers.**
- 8. Ordinance accepting the contract with Premier Pyrotechnics for Fireworks for Freedom Fest. (1st & 2nd Read) Discussion/Vote.**

9. **Ordinance accepting the contract with Coca-Cola for the Parks Department. (1st & 2nd Read) Discussion/Vote.**
10. **Discussion on bussing for Summer Camp for the Parks Department.**
11. **Discussion on Economic Development Task Force.**
 - a. **Discussion/Vote on Alderman to serve on the Task Force.**
12. **New Business.**
13. **Unfinished Business.**
14. **Recess Open Session.**
15. **Open Executive Session.**
16. **Close Executive Session.**
17. **Adjourn Meeting.**

THE TENTATIVE AGENDA SHOWS THIS MEETING CLOSED PURSUANT TO
RSMO SECTION 610.021 # (1) LEGAL.

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

Jennifer Rowe
City Clerk

CITY OF WILLARD, MISSOURI

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



Agenda Item# 3

Consent Agenda:

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- a. Minutes from regular meeting February 28, 2022.
- b. February/March 2022 Outstanding Invoices, Check and Draft Paid Invoices.
- c. Department Head Reports.
- d. Board Attendance Report.

**CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
February 28, 2022
7:00 p.m.**

Staff present: City Administrator, Brad Gray; City Clerk, Jennifer Rowe; Police Officer, JD Landon; Police Chief, Tom McClain; Parks Director, Jason Knight; Director of Development, Randy Brown; and Finance Director, Carolyn Halverson.

City Attorney Ken Reynolds was not present.

Citizens in attendance: Scott Stewart, Kathy Stewart, Kim Haase, Andrew Craighead and John Cothran.

Call to Order.

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

Roll Call.

Alderman Kelly-present, Alderman Simmons-present, Alderman Stewart-present, Alderman Whitman-present, Alderman Baird-present, Alderman Hall-present and Mayor Snider-present.

Agenda Amendments/Agenda Approval.

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

Consent Agenda.

Motion was made by Alderman Simmons and seconded by Alderman Hall to approve the Consent Agenda. Motion carried with a vote of 6-0. Voting aye: Aldermen Kelly, Simmons, Stewart, Whitman, Baird and Hall.

Discussion/Vote on current Outstanding Invoices, draft and Check Paid Invoices for January/February 2022.

Motion was made by Alderman Kelly and seconded by Alderman Simmons to approve the current Outstanding Invoices, draft and Check Paid Invoices for January/February 2022. Motion carried with a vote of 6-0. Voting aye: Aldermen Kelly, Simmons, Stewart, Whitman, Baird and Hall.

Citizen Input.

Scott Stewart, Owner of Pizano's, discussed their submission of a request to have a beer garden at Freedom Fest. He stated that it was denied, and he wanted to discuss it with the Board and find out how that can be changed. He stated that if anyone has any concerns, he wants them to come down and talk to him so they can be worked out. Mr. Gray stated that he was under the impression that until more events with Beer Gardens can take place to work out all the kinks, he didn't think Freedom Fest was on the table due to it being such a large event. Discussion was then made on insurance, expenses, and the ordinance for special events. Mr. Gray stated that this can be brought back as an Agenda item to the next meeting.

Discussion/Vote to accept the bid for Fireworks for the Parks Department.

Parks Director Jason Knight discussed the bids received. Discussion was made on the companies, and last years show. Mr. Knight stated that staff would recommend accepting the bid by Premier as they did a great job last year and there were rave reviews after the show. Alderman Baird asked if he could see about getting a ground display made to create the W for Willard. Mr. Knight also informed the Board that the Park Board

would like to see a three-year agreement to use Premier which would bring us a 5% additional product for a longer agreement. He stated that the show would be guaranteed the same for two years. Motion was made by Alderman Kelly and seconded by Alderman Hall to accept the bid by Premier Pyrotechnics for Fireworks for Freedom fest with a 3-year commitment. Motion carried with a vote of 6-0. Voting aye: Aldermen Kelly, Simmons, Stewart, Whitman, Baird and Hall.

Public Hearing to approve the rezoning request for Andrew Craighead.

Mayor Snider opened the Public Hearing for the rezoning request for Andrew Craighead at 7:52 p.m. No citizens wished to speak so Mayor Snider closed the Public Hearing at 7:52 p.m.

Ordinance approving the rezoning request for Andrew Craighead. (1st & 2nd Read) Discussion/Vote.

Director of Development Randy Brown discussed the rezoning request. Discussion was made on the proposed business going into that location. Discussion was then made on the comments from Planning and Zoning and the 160 Corridor. Mr. Brown stated this would change the zoning from C-2 "General Business District" to M-1 "Light Industrial District" which would allow for a heavy equipment garage to operate there. The first read was conducted by the City Clerk.

Motion was made by Alderman Kelly and seconded by Alderman Hall to approve the rezoning request for Andrew Craighead. Motion carried with a vote of 6-0. Voting aye: Aldermen Kelly, Simmons, Stewart, Whitman, Baird and Hall.

The second read was conducted by the City Clerk.

Motion was made by Alderman Simmons and seconded by Alderman Kelly to approve the rezoning request for Andrew Craighead. Motion carried with a vote of 6-0. Voting aye: Aldermen Kelly, Simmons, Stewart, Whitman, Baird and Hall.

Ordinance approving the Replat/Lot Split for Kim Haase. (1st & 2nd Read) Discussion/Vote.

Mr. Brown discussed the Replat/Lot Split request from Kim Haase for 809 Rocky Lane. Discussion was made on the previous changes to the property and Northbrook. Mr. Brown stated that Tanners Auto Body has been renting the use of the garage on this piece of property for part storage. This lot split would take $\frac{3}{4}$ of an acre with the garage and separate it from lots 4 and 5 of Northbrook, allowing Mr. Haase to sell that piece to Tanners.

The first read was conducted by the City Clerk.

Motion was made by Alderman Kelly with a second by Alderman Hall to approve the Replat/Lot Split for Kim Haase for 809 Rocky Lane. Motion carried with a vote of 6-0. Voting aye: Aldermen Kelly, Simmons, Stewart, Whitman, Baird and Hall.

The second read was conducted by the City Clerk.

Motion was made by Alderman Kelly with a second by Alderman Hall to approve the Replat/Lot Split for Kim Haase for 809 Rocky Lane. Motion carried with a vote of 6-0. Voting aye: Aldermen Kelly, Simmons, Stewart, Whitman, Baird and Hall.

Public Hearing to amend Section 710.475 Sewer Impact Fees.

Mayor Snider opened the Public Hearing to amend Section 710.475 Sewer Impact Fees at 8:11 p.m. No citizens wished to speak so the Public Hearing was closed at 8:11 p.m.

Ordinance amending Section 710.475 Sewer Impact Fees. (1st & 2nd Read) Discussion/Vote.

Mr. Brown discussed the Sewer Impact Fees and the proposed changes. Discussion was made on what other area cities charge for their Sewer Impact Fees.

The first read was conducted by the City Clerk.

Motion was made by Alderman Kelly and seconded by Alderman Simmons to amend Section 710.475 Sewer Impact Fees. Motion carried with a vote of 6-0. Voting aye: Aldermen Kelly, Simmons, Stewart, Whitman, Baird and Hall.

The second read was conducted by the City Clerk.

Motion was made by Alderman Simmons and seconded by Alderman Kelly to amend Section 710.475 Sewer Impact Fees. Motion carried with a vote of 6-0. Voting aye: Aldermen Kelly, Simmons, Stewart, Whitman, Baird and Hall.

New Business.

None.

Unfinished Business.

Mr. Brown updated the Board on the property by Freedom Bank. Discussion was made on the floodplain and box culverts being placed.

Alderman Baird brought the beer garden for Freedom Fest back up. He stated that the Cardinals games are family events, with alcohol served, and it's never an issue. He does not feel this should be an excuse not to allow it at freedom fest. Especially when people are bringing their own alcohol already. Mr. Gray stated that Willard has always tried to think outside the box and be more accommodating, no fees for parades, working with groups, etc. He would like to continue that and not lose sight of that mission.

Mr. Gray then updated the Board on the grants recently submitted by Mr. Brown.

Adjourn.

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

The meeting was adjourned at 8:38 p.m.

Jennifer Rowe, City Clerk

Samuel Snider, Mayor

**CITY OF WILLARD
BOARD OF ALDERMEN**



**AGENDA ITEM #3B
FINANCE DEPARTMENT**

ACTION REQUIRED: APPROVAL REQUESTED

- **Outstanding Invoices – February/March 2022**



City of Willard, MO

Pending Expense Approval Report 1

By Vendor Name

Post Dates 2/24/2022 - 3/8/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ADS100 - ADS ENVIRONMENTAL SERVICES					
ADS ENVIRONMENTAL SERVIC	Willard.EQP.MO22	03/08/2022	BATTERY PK IS-RATE , 12 VOLT,UNPOTTED FOR TRITON-	20-700-95100	1,150.00
Vendor ADS100 - ADS ENVIRONMENTAL SERVICES Total:					1,150.00
Vendor: AMA300 - ALLGEIER, MARTIN & ASSOCIATES, INC					
ALLGEIER, MARTIN & ASSOCIA	WILL7020007-75	03/08/2022	AB & EE MC-5 WATER MAP LOCATES- WATER	20-600-56400	92.50
ALLGEIER, MARTIN & ASSOCIA	WILL7020007-83	03/08/2022	WATER SYSTEM DISINFECTION IMPROVE-WAT	20-600-56400	1,020.00
Vendor AMA300 - ALLGEIER, MARTIN & ASSOCIATES, INC Total:					1,112.50
Vendor: APM100 - APPLE MARKET					
APPLE MARKET	36	03/08/2022	CLEANING CUSTODIAL SUPPLIES-PKS	30-800-50550	36.85
Vendor APM100 - APPLE MARKET Total:					36.85
Vendor: BRP101 - BRENDA PEARSON					
BRENDA PEARSON	2242022	03/08/2022	TABLE, BODY BAR & AED FOR FITNESS CNTR-PK	30-800-50180	150.00
BRENDA PEARSON	2242022	03/08/2022	TABLE, BODY BAR & AED FOR FITNESS CNTR-PK	30-800-52000	125.00
BRENDA PEARSON	2242022	03/08/2022	TABLE, BODY BAR & AED FOR FITNESS CNTR-PK	30-800-56950	75.00
Vendor BRP101 - BRENDA PEARSON Total:					350.00
Vendor: BWI100 - BWI COMPANIES, INC					
BWI COMPANIES, INC	17035902	03/08/2022	GRASS SEED FOR SOCCER FIELD-PKS	30-800-50210	428.90
Vendor BWI100 - BWI COMPANIES, INC Total:					428.90
Vendor: COMMGN - COMMERCE CREDIT CARD SERVICES					
COMMERCE CREDIT CARD SE	112-2469505-9767429	03/08/2022	AMZN SIGN HLDRS - PKS	30-800-50130	168.99
COMMERCE CREDIT CARD SE	112-8323545-1755402	03/08/2022	AMZN OFFICE KEYBRD - PKS	30-800-50700	28.99
COMMERCE CREDIT CARD SE	545996	03/08/2022	AED SUPERSTORE LUNG BAGS - PKS	30-800-56950	110.03
COMMERCE CREDIT CARD SE	01883G	03/08/2022	HY-VEE CONCESSIONS-PKS	30-800-50200	18.90
COMMERCE CREDIT CARD SE	112-3020665-2757009	03/08/2022	AMZN TOOL BATTERIES - PKS	30-800-52000	288.99
COMMERCE CREDIT CARD SE	114-2292755-5969068	03/08/2022	SHELVING UNIT W/STORAGE RACK & ENVELOPES-LAW	10-200-50700	49.92
COMMERCE CREDIT CARD SE	1718416	03/08/2022	BATTERIES TOOLS-PKS	30-800-52000	288.99
COMMERCE CREDIT CARD SE	43237416462	03/08/2022	BATTLEFIELD LANES FIELD TRIP DEPOSIT - PKS	30-800-47200	100.00
COMMERCE CREDIT CARD SE	114-8018633-8953841	03/08/2022	ETHERNET CABLE-PKS	30-800-50700	16.97
COMMERCE CREDIT CARD SE	113-2010086-1241040	03/08/2022	AMAZON REPORT COVERS - W/S	20-600-50700	9.23
COMMERCE CREDIT CARD SE	113-2010086-1241040	03/08/2022	AMAZON REPORT COVERS - W/S	20-700-50700	9.24
COMMERCE CREDIT CARD SE	113-2164413-8471421	03/08/2022	AMAZON UB TONER & DESK ORGANIZER - W/S	20-600-50700	42.88
COMMERCE CREDIT CARD SE	113-2164413-8471421	03/08/2022	AMAZON UB TONER & DESK ORGANIZER - W/S	20-700-50700	42.88
COMMERCE CREDIT CARD SE	113-8015776-1045066	03/08/2022	AMAZON- FLSH DRS & REPORT CVRS-P&D,GEN,C,S/	10-100-50700	5.28
COMMERCE CREDIT CARD SE	113-8015776-1045066	03/08/2022	AMAZON- FLSH DRS & REPORT CVRS-P&D,GEN,C,S/	10-250-50700	5.28
COMMERCE CREDIT CARD SE	113-8015776-1045066	03/08/2022	AMAZON- FLSH DRS & REPORT CVRS-P&D,GEN,C,S/	10-400-50700	43.71
COMMERCE CREDIT CARD SE	113-8015776-1045066	03/08/2022	AMAZON- FLSH DRS & REPORT CVRS-P&D,GEN,C,S/	20-600-50700	5.28

Pending Expense Approval Report 1

Post Dates: 2/24/2022 - 3/8/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COMMERCE CREDIT CARD SE	113-8015776-1045066	03/08/2022	AMAZON- FLSH DRS & REPORT CVRS-P&D,GEN,C,S/	20-700-50700	5.28
COMMERCE CREDIT CARD SE	113-8015776-1045066	03/08/2022	AMAZON- FLSH DRS & REPORT CVRS-P&D,GEN,C,S/	30-800-50700	5.28
COMMERCE CREDIT CARD SE	755739	03/08/2022	AMERICAN RED CROSS LIFEGUARD DVD SET- PKS	30-800-56950	183.75
COMMERCE CREDIT CARD SE	322022	03/08/2022	STAMPS.COM-STAMP PRINTER & STAMPS-GCG	10-100-50700	56.49
COMMERCE CREDIT CARD SE	322022	03/08/2022	STAMPS.COM-STAMP PRINTER & STAMPS-GCG	10-100-52000	26.67
COMMERCE CREDIT CARD SE	322022	03/08/2022	STAMPS.COM-STAMP PRINTER & STAMPS-GCG	10-200-52000	26.67
COMMERCE CREDIT CARD SE	322022	03/08/2022	STAMPS.COM-STAMP PRINTER & STAMPS-GCG	10-250-52000	26.67
COMMERCE CREDIT CARD SE	322022	03/08/2022	STAMPS.COM-STAMP PRINTER & STAMPS-GCG	10-300-52000	26.65
COMMERCE CREDIT CARD SE	322022	03/08/2022	STAMPS.COM-STAMP PRINTER & STAMPS-GCG	10-400-52000	26.65
COMMERCE CREDIT CARD SE	322022	03/08/2022	STAMPS.COM-STAMP PRINTER & STAMPS-GCG	10-500-52000	26.67
COMMERCE CREDIT CARD SE	322022	03/08/2022	STAMPS.COM-STAMP PRINTER & STAMPS-GCG	20-600-52000	26.67
COMMERCE CREDIT CARD SE	322022	03/08/2022	STAMPS.COM-STAMP PRINTER & STAMPS-GCG	20-700-52000	26.67
COMMERCE CREDIT CARD SE	322022	03/08/2022	STAMPS.COM-STAMP PRINTER & STAMPS-GCG	30-800-52000	26.67
COMMERCE CREDIT CARD SE	327018731	03/08/2022	GOTOMEETING VIDEO CONFERENCING SOFTWARE - GEN	10-100-57400	19.80
Vendor COMMGN - COMMERCE CREDIT CARD SERVICES Total:					1,746.15
Vendor: CON170 - CONCO COMPANIES					
CONCO COMPANIES	7001694328	03/08/2022	BASE ROCK FOR STORM DRAIN AT MIDDLE SCHOOL-P	10-300-51000	38.52
Vendor CON170 - CONCO COMPANIES Total:					38.52
Vendor: DEL100 - DELL MARKETING LP					
DELL MARKETING LP	V3000114013736.1	03/08/2022	CITY HALL 2ND SERVER MAINT-GCG	10-100-57400	853.99
Vendor DEL100 - DELL MARKETING LP Total:					853.99
Vendor: ELK205 - ELKINS-SWYERS CO., INC.					
ELKINS-SWYERS CO., INC.	10129-22	03/08/2022	UNIFORM CITATION BOOKS-LAW	10-200-50130	494.67
Vendor ELK205 - ELKINS-SWYERS CO., INC. Total:					494.67
Vendor: EWI110 - EWING IRRIGATION					
EWING IRRIGATION	9368423	03/08/2022	SOCCER IRRIGATION-PKS	30-800-71100	11.07
Vendor EWI110 - EWING IRRIGATION Total:					11.07
Vendor: GCO100 - GOVCONNECTIONS INC					
GOVCONNECTIONS INC	25319964.01	03/08/2022	GOVT ACROBAT PRO FOR LICENSE-GCG	10-100-57400	194.34
Vendor GCO100 - GOVCONNECTIONS INC Total:					194.34
Vendor: JOE400 - JOE'S TIRE SHOP					
JOE'S TIRE SHOP	336405	03/08/2022	TRAILER TIRE-PKS	30-800-71100	90.00
Vendor JOE400 - JOE'S TIRE SHOP Total:					90.00
Vendor: LOW505 - LOWE'S CREDIT SERVICES					
LOWE'S CREDIT SERVICES	909851	03/08/2022	LONG DRILL BIT - S	20-700-51000	152.03
Vendor LOW505 - LOWE'S CREDIT SERVICES Total:					152.03
Vendor: MEM100 - MISSOURI EMPLOYERS MUTUAL					
MISSOURI EMPLOYERS MUTU	300345497	03/08/2022	WORKMAN'S COMP INSURANCE - ALL DEPTS	10-16000	1,480.84
MISSOURI EMPLOYERS MUTU	300345497	03/08/2022	WORKMAN'S COMP INSURANCE - ALL DEPTS	20-16000	923.76

Pending Expense Approval Report 1

Post Dates: 2/24/2022 - 3/8/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MISSOURI EMPLOYERS MUTU	300345497	03/08/2022	WORKMAN'S COMP INSURANCE - ALL DEPTS	30-16000	721.50
Vendor MEM100 - MISSOURI EMPLOYERS MUTUAL Total:					3,126.10
Vendor: ORE145 - O'REILLY AUTOMOTIVE, INC					
O'REILLY AUTOMOTIVE, INC	2367-409399	03/08/2022	MOTOR OIL & FILTER-PKS	30-800-71100	28.69
O'REILLY AUTOMOTIVE, INC	2367-409420	03/08/2022	AIR & OIL FILTER WITH OIL-PK	30-800-71100	60.28
O'REILLY AUTOMOTIVE, INC	2367-409432	03/08/2022	ABSORBENT-PKS	30-800-71100	10.99
O'REILLY AUTOMOTIVE, INC	2367-409666	03/08/2022	FUEL FILTER-PKS	30-800-71100	7.62
O'REILLY AUTOMOTIVE, INC	2367-410424	03/08/2022	OREILLY TRACTOR MAINT - PK	30-800-71100	103.53
O'REILLY AUTOMOTIVE, INC	2367-410532	03/08/2022	SKID STEER ALTERNATOR-PW/PKS	10-300-71100	21.10
O'REILLY AUTOMOTIVE, INC	2367-410532	03/08/2022	SKID STEER ALTERNATOR-PW/PKS	20-600-71100	42.21
O'REILLY AUTOMOTIVE, INC	2367-410532	03/08/2022	SKID STEER ALTERNATOR-PW/PKS	20-700-71100	42.21
O'REILLY AUTOMOTIVE, INC	2367-410532	03/08/2022	SKID STEER ALTERNATOR-PW/PKS	30-800-71100	105.52
O'REILLY AUTOMOTIVE, INC	2367-410570	03/08/2022	FLEETRUNNER & ANTIFREZ-PK	30-800-71100	94.40
O'REILLY AUTOMOTIVE, INC	2367-410600	03/08/2022	OREILLY SKID STEER 15 - PKS	30-800-71000	7.16
O'REILLY AUTOMOTIVE, INC	2367-410685	03/08/2022	OREILLY OIL-PKS	30-800-71100	14.99
O'REILLY AUTOMOTIVE, INC	2367-410723	03/08/2022	FUEL & OIL FILTERS WITH OIL-PKS	30-800-71100	77.59
O'REILLY AUTOMOTIVE, INC	2367-410729	03/08/2022	HOSE CLAMP & FUEL HOSE-P	30-800-71100	11.24
O'REILLY AUTOMOTIVE, INC	2367-410761	03/08/2022	OREILLY VEHICLE BATTERY - PKS	30-800-71000	260.90
O'REILLY AUTOMOTIVE, INC	2367-411378	03/08/2022	HOOK & LOOP CAR 4-LAW	10-200-71000	2.99
O'REILLY AUTOMOTIVE, INC	2367-411678	03/08/2022	MUD FLAPS FOR SALT BED - STR	10-300-71100	31.12
O'REILLY AUTOMOTIVE, INC	2367-411744	03/08/2022	ANTIFREEZE - S	20-700-71000	50.97
O'REILLY AUTOMOTIVE, INC	2367-412410	03/08/2022	TIRE REPLACEMENT-PKS	30-800-71100	11.29
O'REILLY AUTOMOTIVE, INC	2367-412810	03/08/2022	BATTERY -CAR 6 - LAW	10-200-71000	141.62
Vendor ORE145 - O'REILLY AUTOMOTIVE, INC Total:					1,126.42
Vendor: OZA255 - OZARKS COCA COLA					
OZARKS COCA COLA	27035304	03/08/2022	COKE CONCESSIONS - PKS	30-800-50200	92.28
Vendor OZA255 - OZARKS COCA COLA Total:					92.28
Vendor: QUA150 - QUALITY TRIM & SIGN					
QUALITY TRIM & SIGN	134090	03/08/2022	CUT & INSTALL LETTERING ON 2022 CHARGER-LAW	10-200-95500	259.50
Vendor QUA150 - QUALITY TRIM & SIGN Total:					259.50
Vendor: RAL200 - RAY LYNCH					
RAY LYNCH	MARCH2022	03/08/2022	CELL PHONE REIMBURSEMENT - STS/W/S	10-300-61000	10.00
RAY LYNCH	MARCH2022	03/08/2022	CELL PHONE REIMBURSEMENT - STS/W/S	20-600-61000	20.00
RAY LYNCH	MARCH2022	03/08/2022	CELL PHONE REIMBURSEMENT - STS/W/S	20-700-61000	20.00
Vendor RAL200 - RAY LYNCH Total:					50.00
Vendor: R&G100 - REYNOLDS & GOLD, LLC					
REYNOLDS & GOLD, LLC	05819	03/08/2022	LEGAL & PROSECUTOR FEES-ALL DEPTS	10-100-56200	920.68
REYNOLDS & GOLD, LLC	05819	03/08/2022	LEGAL & PROSECUTOR FEES-ALL DEPTS	10-200-56200	136.96
REYNOLDS & GOLD, LLC	05819	03/08/2022	LEGAL & PROSECUTOR FEES-ALL DEPTS	10-200-56400	696.86
REYNOLDS & GOLD, LLC	05819	03/08/2022	LEGAL & PROSECUTOR FEES-ALL DEPTS	10-400-56200	38.05
REYNOLDS & GOLD, LLC	05819	03/08/2022	LEGAL & PROSECUTOR FEES-ALL DEPTS	20-600-56200	38.05
REYNOLDS & GOLD, LLC	05819	03/08/2022	LEGAL & PROSECUTOR FEES-ALL DEPTS	20-700-56200	45.66
REYNOLDS & GOLD, LLC	05820	03/08/2022	H&D LEGAL FEE'S -S	10-200-56400	6.94

Pending Expense Approval Report 1

Post Dates: 2/24/2022 - 3/8/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
REYNOLDS & GOLD, LLC	05820	03/08/2022	H&D LEGAL FEE'S -S	20-700-56200	1,575.00
Vendor R&G100 - REYNOLDS & GOLD, LLC Total:					3,458.20
Vendor: LIN200 - ROTA L. STONEHOUSE					
ROTA L. STONEHOUSE	021722	03/08/2022	DATA COMPILATION PROJECT-LAW/COURTS/PW/GEN	10-100-55600	46.80
ROTA L. STONEHOUSE	021722	03/08/2022	DATA COMPILATION PROJECT-LAW/COURTS/PW/GEN	10-200-55600	20.80
ROTA L. STONEHOUSE	021722	03/08/2022	DATA COMPILATION PROJECT-LAW/COURTS/PW/GEN	10-250-56400	20.80
ROTA L. STONEHOUSE	021722	03/08/2022	DATA COMPILATION PROJECT-LAW/COURTS/PW/GEN	20-600-55600	33.80
ROTA L. STONEHOUSE	021722	03/08/2022	DATA COMPILATION PROJECT-LAW/COURTS/PW/GEN	20-700-55600	33.80
Vendor LIN200 - ROTA L. STONEHOUSE Total:					156.00
Vendor: SPR275 - SPRINGFIELD WINWATER WORKS CO					
SPRINGFIELD WINWATER WO	32490101	03/08/2022	4 INCH METER - PW	20-600-95500	1,750.00
SPRINGFIELD WINWATER WO	32684502	03/08/2022	CPLG PVC MIP 3/4 PIPE - PW	20-600-51000	26.36
SPRINGFIELD WINWATER WO	32721601	03/08/2022	SS REP CLAMP FC TAPPED- P	20-600-50130	251.08
SPRINGFIELD WINWATER WO	32723201	03/08/2022	COLLAR LEAK CLAMP- PW	20-600-50130	100.84
SPRINGFIELD WINWATER WO	32740101	03/08/2022	CORDLESS PUMP STICK , BATTERY ADPTR-PW	20-600-52000	259.99
SPRINGFIELD WINWATER WO	32759801	03/08/2022	PVC METER PIT - PW	20-600-51000	103.81
SPRINGFIELD WINWATER WO	327369002	03/08/2022	QUARTER BEND & PARTS WATER SUPPLIES-PW	20-600-50130	31.03
SPRINGFIELD WINWATER WO	32751501	03/08/2022	SLEEVE REPAIR CLAMPS BELL JOINT-PW	20-600-50130	2,270.02
Vendor SPR275 - SPRINGFIELD WINWATER WORKS CO Total:					4,793.13
Vendor: SPR200 - SPRINGFIELD-GREENE COUNTY HEALTH DEPARTMENT					
SPRINGFIELD-GREENE COUNT	WILLARD-030122	03/08/2022	ROUTINE LAB TESTS - WATER	20-600-50200	117.00
Vendor SPR200 - SPRINGFIELD-GREENE COUNTY HEALTH DEPARTMENT Total:					117.00
Vendor: TRH100 - TREVOR HOFFMAN					
TREVOR HOFFMAN	MARCH2022	03/08/2022	CELL PHONE REIMBURSEMENT - STS/W/S	10-300-61000	10.00
TREVOR HOFFMAN	MARCH2022	03/08/2022	CELL PHONE REIMBURSEMENT - STS/W/S	20-600-61000	20.00
TREVOR HOFFMAN	MARCH2022	03/08/2022	CELL PHONE REIMBURSEMENT - STS/W/S	20-700-61000	20.00
Vendor TRH100 - TREVOR HOFFMAN Total:					50.00
Vendor: USS100 - UNITED SYSTEMS & SOFTWARE INC					
UNITED SYSTEMS & SOFTWARE	89331	03/08/2022	ITRON 100W+ WATER PIT ENCODER -PW	20-600-52500	4,327.18
Vendor USS100 - UNITED SYSTEMS & SOFTWARE INC Total:					4,327.18
Vendor: WAL110 - WALMART CAPITAL ONE					
WALMART CAPITAL ONE	2133	03/08/2022	SAMS CONCESSIONS-PKS	30-800-50200	47.40
WALMART CAPITAL ONE	9098	03/08/2022	SAMS CONCESSIONS-PKS	30-800-50200	30.88
Vendor WAL110 - WALMART CAPITAL ONE Total:					78.28
Vendor: WTV100 - WILLARD HOME CENTER LLC					
WILLARD HOME CENTER LLC	B194749	03/08/2022	TRUE VALUE REPAIR SEED TOOLS - PKS	10-100-50500	10.49
WILLARD HOME CENTER LLC	B194749	03/08/2022	TRUE VALUE REPAIR SEED TOOLS - PKS	30-800-50110	25.66
WILLARD HOME CENTER LLC	B194749	03/08/2022	TRUE VALUE REPAIR SEED TOOLS - PKS	30-800-52000	134.52
WILLARD HOME CENTER LLC	B195718	03/08/2022	HOSES FOR GENERATOR - S	20-700-51000	35.99
WILLARD HOME CENTER LLC	D59403	03/08/2022	PROPANE EXCHANGE FOR ROADS-STs	10-300-51000	23.99
WILLARD HOME CENTER LLC	B195852	03/08/2022	PROPANE EXCHANGE FOR ROADS-STs PW	10-300-51000	23.99
WILLARD HOME CENTER LLC	B195869	03/08/2022	PIPE PRIMER AND GLUE - S	20-700-51000	34.85

Pending Expense Approval Report 1

Post Dates: 2/24/2022 - 3/8/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WILLARD HOME CENTER LLC	D59195	03/08/2022	TRUE VALUE REPAIR MAINT SUPPLY SM EQUIP -PKS	30-800-51000	105.15
WILLARD HOME CENTER LLC	D59195	03/08/2022	TRUE VALUE REPAIR MAINT SUPPLY SM EQUIP -PKS	30-800-52000	114.51
WILLARD HOME CENTER LLC	B196390	03/08/2022	MORTAR FOR D LIFT STATION - S	20-700-51000	14.98
WILLARD HOME CENTER LLC	B196254	03/08/2022	SOCCER IRRIGATION-PKS	30-800-52000	36.99
WILLARD HOME CENTER LLC	B196254	03/08/2022	SOCCER IRRIGATION- SUPPLIES-PKS	30-800-71100	157.08
WILLARD HOME CENTER LLC	B196464	03/08/2022	MARKING PAINT - W	20-600-50130	12.22
WILLARD HOME CENTER LLC	B196465	03/08/2022	MARKING PAINT - S	20-700-50130	26.13
Vendor WTV100 - WILLARD HOME CENTER LLC Total:					756.55
Grand Total:					25,049.66

Report Summary

Fund Summary

Fund	Expense Amount
10 - GENERAL FUND	5,825.51
20 - WATER AND SEWER FUND	14,809.60
30 - PARKS FUND	4,414.55
Grand Total:	25,049.66

Account Summary

Account Number	Account Name	Expense Amount
10-100-50500	BUILDING MAINTENANC	10.49
10-100-50700	OFFICE SUPPLIES-GCG	61.77
10-100-52000	SUPPLIES SMALL EQUIP	26.67
10-100-55600	CONTRACT LABOR-GCG	46.80
10-100-56200	LEGAL-GCG	920.68
10-100-57400	EQUIPMENT/SOFTWARE	1,068.13
10-16000	PREPAID INSURANCE-GC	1,480.84
10-200-50130	SUPPLIES-LAW	494.67
10-200-50700	OFFICE SUPPLIES-LAW	49.92
10-200-52000	SUPPLIES SMALL EQUIP	26.67
10-200-55600	CONTRACT LABOR-LAW	20.80
10-200-56200	LEGAL-LAW	136.96
10-200-56400	PROFESSIONAL-LAW	703.80
10-200-71000	VEHICLE REPAIR & MAIN	144.61
10-200-95500	CAPITAL ASSET EXP EQUI	259.50
10-250-50700	OFFICE SUPPLIES-COURT	5.28
10-250-52000	SUPPLIES SMALL TOOLS-	26.67
10-250-56400	PROFESSIONAL-COURT	20.80
10-300-51000	REPAIRS AND MAINTEN	86.50
10-300-52000	SUPPLIES SMALL EQUIP	26.65
10-300-61000	TELEPHONE-STREETS	20.00
10-300-71100	EQUIPMENT REPAIR &	52.22
10-400-50700	OFFICE SUPPLIES-P&D	43.71
10-400-52000	SUPPLIES-SMALL EQUIP	26.65
10-400-56200	LEGAL-P&D	38.05
10-500-52000	SUPPLIES SMALL EQUIP	26.67
20-16000	PREPAID INSURANCE-W	923.76
20-600-50130	SUPPLIES-WATER	2,665.19
20-600-50200	LABORATORY FEES-WAT	117.00
20-600-50700	OFFICE SUPPLIES-WATER	57.39
20-600-51000	REPAIRS AND MAINTEN	130.17
20-600-52000	SUPPLIES SMALL EQUIP	286.66
20-600-52500	METER REPLACEMENT-	4,327.18
20-600-55600	CONTRACT LABOR--WAT	33.80
20-600-56200	LEGAL-WATER	38.05
20-600-56400	PROFESSIONAL-WATER	1,112.50
20-600-61000	TELEPHONE WATER	40.00
20-600-71100	EQUIPMENT REPAIR &	42.21
20-600-95500	CAPITAL ASSET EXP EQUI	1,750.00
20-700-50130	SUPPLIES-SEWER	26.13
20-700-50700	OFFICE SUPPLIES-SEWER	57.40
20-700-51000	REPAIRS AND MAINTEN	237.85
20-700-52000	SUPPLIES SMALL EQUIP	26.67
20-700-55600	CONTRACT LABOR-SEWE	33.80
20-700-56200	LEGAL-SEWER	1,620.66
20-700-61000	TELEPHONE-SEWER	40.00
20-700-71000	VEHICLE REPAIR & MAIN	50.97
20-700-71100	EQUIPMENT REPAIR &	42.21
20-700-95100	CAPITAL ASSET EXP-SEW	1,150.00
30-16000	PREPAID INSURANCE-PK	721.50

Account Summary

Account Number	Account Name	Expense Amount
30-800-47200	YOUTH CAMP-PKS	100.00
30-800-50110	SUPPLIES - GROUNDS	25.66
30-800-50130	SUPPLIES GENERAL-PKS	168.99
30-800-50180	SUPPLIES SPORTS-PKS	150.00
30-800-50200	CONCESSIONS-PKS	189.46
30-800-50210	TURF MAINTENANCE-PK	428.90
30-800-50550	CUSTODIAL SUPPLIES-PK	36.85
30-800-50700	OFFICE SUPPLIES-PKS	51.24
30-800-51000	REPAIRS AND MAINTEN	105.15
30-800-52000	SUPPLIES SMALL EQUIP	1,015.67
30-800-56950	TRAINING & EDUCATION	368.78
30-800-71000	VEHICLE REPAIR & MAIN	268.06
30-800-71100	EQUIPMENT REPAIR &	784.29
	Grand Total:	25,049.66

Project Account Summary

Project Account Key	Expense Amount
None	25,049.66
Grand Total:	25,049.66

Public Works Report

February 2022

Water

- The water department spent the month on routine operations including collecting water samples, monthly meter reading, daily monitoring of our four wells and maintenance on our chlorine monitoring systems.
- We completed 79 utility locates for the month.
- We completed 63 Work orders for the month.
- We had Badger Daylighting excavate three more locations on the main line between Meadows well #2 and the water tower, the line is now accurate with GPS on our maps.
- Due to the leak in the Meadows water tower, we continue heat and change propane bottles to stop ice from forming.
- We fixed a water leak in the alley behind the masonic lodge, we estimate that we lost around 30,000 gallons.
- We finally were able to fix the water leak under the road at 6423 Cottonwood, this required a vac-truck due to the complicated nature of the plumbing. We estimate that we lost around 100,000 gallons.
- I wired up connection lugs on both Willard water wells, as well as corresponding lugs on our mobile generator, we now have the ability to run both wells in the event of a sustained power outage. Both wells have been tested and an SOP has been written on the procedure.
- We purchased several loads of black dirt and continue to clean up sites of previous water leaks.
- Due to fiber installation and boring, we daylighted a 30-foot section of ground at the entrance to the block shop because this is where a major water line crosses.

Sewer

- Now that contractors have installed 2 new manholes at King and Kime we have been able to access them with the camera, at first look everything in these lines seem fine, we will have to reexamine these sections when groundwater is up to make sure. It was learned through these inspections that the houses on the north side of O Hwy have shared lateral lines.
- We placed an order for a new backup pump at our Whispering oaks lift station that we should receive in 6-10 weeks.
- We finished water sealing the valve vault at our D lift station, this should stop 90% of rainwater runoff from getting into the pumps. We are currently working on sealing up the pump pit.

- We serviced and cleaned out the check valves at our Regional lift station yet again. At this location there has been a long-standing problem with the pumps vapor locking. We have yet to find a solution to this problem.
- Due to upgrades to the cell network we had to change out several of the radio boards for our Missions system at our wells and lift stations.
- We rebuilt and serviced the air relief valve that is inside our 94-lift station due to a minor leak.

Streets

- We had several snow and ice events (one being extreme) this month that required salting and plowing of the roads.
- We put in a major street and road sign order, this also included special markers for our higher priority water and sewer locations.
- We purchased a new electric powered salt spreader; it well exceeded our expectations for ease of use and reliability. We plan on trading in the old worn-out ones for an additional electric one in the future.
- We installed new blades on two of our snowplows.
- We installed a new cylinder on our Dodge truck so now we have 3 snowplows available if necessary.
- Due to there being a steep drop off we installed a 5 ft pipe extension at the intersection of Tiger alley and Miller Road.
- Due to there being a steep drop off southeast of the intersection of Lester and Jackson Street we took out a non-functioning drain grate and filled everything in to create a soft shoulder at the entrance.
- We painted over some graffiti on Hughes Road due to vandalism.

Equipment Usage and Repairs

February 2022

Equip #	Description	Prior Month Miles/Hours	Current Month Miles/Hours	Monthly Usage	Service and Repairs	YTD Repair Cost
1	2013 Ford F-150	3,389	4,054	665	\$0.00	\$0.00
2	2004 Chevy 1 Ton Dump	163,028	163,350	322	\$0.00	\$0.00
3	2003 Chevy 1 Ton Utility - Sewer	187,172	187,789	617	\$0.00	\$0.00
4	1998 Dodge 1/2 Ton FB	128,373	128,439	66	\$147.04	\$147.04
5	2001 Chevy 1500	2,507	3,058	551	\$0.00	\$0.00
6	2000 Chevy 3/4 Ton FB	154,275	154,584	309	\$0.00	\$0.00
7	1993 Ford 1 Ton Utility - Water	157,322	157,322	-	\$0.00	\$0.00
8	2005 International 3200 Dump	sold	sold	#VALUE!	\$0.00	\$0.00
9	2017 Chevy Silverado	50,305	50,801	496	\$0.00	\$0.00
10	Water Van	sold	sold	#VALUE!	\$0.00	\$0.00
11	1998 Chevy S-10	157,259	157,259	-	\$0.00	\$0.00
12	Case Backhoe	3,992	4,032	40	\$0.00	\$0.00
13	60XT Case Skid Steer	1,568	1,569	1	\$137.20	\$137.20
14	JD Tractor	3,859	3,872	13	\$0.00	\$0.00
15	Kubota RTV 1100	973	975	2	\$0.00	\$0.00
	New battery salt spreader			-	\$0.00	\$131.20
	Misc..Expence			-	\$0.00	\$0.00
				-	\$0.00	\$0.00
					\$284.24	\$284.24

Description of Repair/Service	
PD#1	2013 Dodge Charger
PD#2	2013 Dodge Charger
PD#3	2013 Dodge Charger
PD#4	2017 Ford Explorer
PD#5	2019 Dodge Charger
PD#6	2013 Dodge Charger
PD#7	2017 Ford Explorer
PD#8	2008 Harley Davidson

Monthly Water Loss 2022

Current Month
2

Month	January	February	Annual Average	Annual
Amount of Gallons Pumped	21,911,100	22,516,000	22,213,550	44,427,100
Dollar Amount Sold	\$80,953.21	\$86,036.46	\$83,494.84	\$166,989.67
Gallons of Water Sold	14,942,000	16,832,000	15,887,000	31,774,000
Flushing	0	0	0	0
Leaks/Adjustments	25,000	130,000	77,500	155,000
City Usage (not billed)	9,000	30,000	19,500	39,000
Fire Dept	10,000	17,000	13,500	27,000
Tower Overflows	0	0	0	0
Residuals	45,000	45,000	45,000	90,000
Total Gallons Accounted For	15,012,000	17,007,000	16,009,500	32,019,000
% Water Loss	31.49%	24.47%	27.93%	
Amount of Water Lost	6,899,100	5,509,000	6,204,050	12,408,100
Willard North #1	2,834,700	2,919,400	2,877,050	5,754,100
Willard South #2	3,301,600	3,740,300	3,520,950	7,041,900
Meadows West #1	8,794,800	8,870,300	8,832,550	17,665,100
Meadows East #2	7,480,000	7,486,000	7,483,000	14,966,000
Correction per MRWA Willard Well 1&	-500,000	-500,000	-500,000	-1,000,000
Total Water Pumped	21,911,100	22,516,000	22,213,550	44,427,100

Customer Count

City Commercial Irrigation	15	15	15	
City Commercial 1 SPF	134	135	135	
City Commercial 3 Water only	18	18	18	168
City Residential Irrigation	3	3	3	
City Residential 1 SPF	2045	2056	2,051	
City Residential 3 Water Only	71	71	71	2,125
Rural Irrigation	4	4	4	
Rural Residential 1 SPF	2	2	2	
Rural Residential 2 Lagoon	275	275	275	
Rural Residential 3 Water Only	884	884	884	1,165
Rural Commercial 2 Lagoon	3	3	3	
Rural Commercial 3 Water only	14	14	14	
Zero-Non Billed	9	9	9	26
Number of Total Customers	3477	3489	3483	3483

Service Consumption

City Commercial Irrigation	47,000	-	23,500	
City Commercial 1 SPF	1,812,000	1,463,000	1,637,500	
City Commercial 3 Water only	93,000	106,000	99,500	1,760,500
City Residential Irrigation	13,000	15,000	14,000	
City Residential 1 SPF	7,260,000	8,653,000	7,956,500	
City Residential 3 Water Only	377,000	401,000	389,000	8,359,500
Rural Irrigation	1,000	-	500	
Rural Residential 1 SPF	5,000	6,000	5,500	
Rural Residential 2 Lagoon	933,000	1,062,000	997,500	
Rural Residential 3 Water Only	4,164,000	4,811,000	4,487,500	5,491,000
Rural Commercial 2 Lagoon	17,000	18,000	17,500	
Rural Commercial 3 Water only	201,000	250,000	225,500	243,000
Zero-Non Billed	19,000	47,000	33,000	33,000
Total Gallons of Consumption	14,942,000	16,832,000	15,887,000	15,887,000

Director's Report

Parks & Recreation – Director's Report –March 2022

Quote of the Month

"Ideas are similar to rocks; some use them to build, and others use them to bash people in the head."

— C.A.A. Savastano

Budget

After roughly 60 days of operation, program revenue in the parks department is up approximately 240% over the same period in 2021. A large portion of this revenue increase (about 40%, or \$11,000) of this increase is membership fees for the fitness center. We have continued to work on solutions for providing cameras to document (and hopefully prosecute) vandals, but we are encountering difficulty in finding a solution that will store the video off-site, so that it cannot be vandalized along with the other items. We continue to have difficulties keeping unauthorized vehicles off the grass at Miller Park and Jackson Street Park, particularly if there is snow. Repairing damaged turf by rolling, aerating, and overseeding is not how we planned to spend our landscaping budget.

Event/Program Planning & Recap

Winter session for basketball has wrapped, and spring soccer and volleyball numbers are slightly increased over fall numbers. We are now offering spring baseball, and registration numbers are lower than we had hoped, at time of writing, we may end up canceling baseball due to insufficient registration.

Volunteer Appreciation- We recognized our 2021 Volunteer of the Year on March 5th, Coach Stephanie Polites. She has contributed more than 120 hours of time, serving on park board, various brainstorming sessions, and coaching 8 teams in 3 sports in 2021.

Freedom Fest – Planning is currently underway. So far, more than \$8,000 in sponsorships for the event have been pledged. We are currently at 50 approved vendors.

Planning – We have a Father/Daughter Dance on March 18th. Spring Break Camp is the 14th-18th, and we are working on Summer programming as well.

Fitness – Registration is steady and growing daily. All the new fitness classes are popular, and the public is taking advantage of the kid zone supervision during their fitness visits. We currently have nearly 350 members registered, 22 classes offered throughout the week, and 4 additional fitness programs to encourage community involvement and health.

Maintenance

Miller Park has been burned, and lots of clearing of the disc golf course has been accomplished. Repairs have been made to the irrigation system at soccer. Several small leaks have been patched in the roofs at the community center and the Recreation Center. Equipment maintenance is nearly complete. We have a long list of wooden buildings, bridges, and tables that need to be repaired and painted. We are currently pricing sign upgrades for the Recreation Center. We anticipate beginning repairs and maintenance to the aquatic center in mid-March to early April. Repairs include: deck patching, paint touch ups in pool shell, palm tree, new buoy ropes, new diving board (s) replacing burnt out dive well lights, and refreshing the filter sand.



Willard Police Department
February 2022 - Monthly Statistical Report



Administration	Officer – DSN	Case #'s
Tom McClain, Chief	1601-001	0
Shannon Shipley, Major	1602-003	6
	Total	6

Squad #1	1604-044	Billie Deckard, Cpl.	11	Squad #2	1603-027	Steve Purdy, Sgt.	5
	1607-050	Caleb Steen, Officer	13		1609-051	Wayne Hansen, Officer	12
	1605-056	Mark Cole, Officer	55		1608-054	Stefan Collette, Officer	29
	1606-059	Nicholas Browitt, Officer	38		1610-060	Isaiah Marshall, Officer	48
	Total		117		Total		94

Reserves	Officer	Officer Names	Case #'s	Hours
	1644-057	Matthew Hanson, PT Officer		
	1631-045	Cindy Garton, SRO		
	1630-024	Andrew Benjamin, SRO		
	1632-052	Mark Riffin, SRO		
	1641-014	Brian Gordon, Reserve		
	1642-015	JD Landon, Reserve		8
	1645-047	Glenn Cozzens, Reserve		34*
	1646-031	Andrew Hunt, Reserve		
	1643-048	Tim Wheeler, Reserve		
	1647-049	Brandon Bond, Reserve		4
	Total			
Total Incidents for the month...			217	

Incident Statistics

Felony	7	HBO (Handled by Officers)	96
Misdemeanor	4	Use of Force	0
Infraction	90	Dog at Large	3
Other (Services)	116	Neglect-0 /Abuse-0 / Bites-0	

Vehicle Maintenance

Vehicle	Odometer Reading	Monthly Mileage	Shifts Used	Miles per Shift	Monthly Maintenance	Year to Date Maintenance
WPD-01 2021 Ford F-150	8,459	778	19	41		0
WPD-02 2021 Charger	350	0	0	0		0
WPD-03 2013 Charger	-OUT-	-OF-	-SERVICE-	-DEC 2021-		
WPD-04 2018 Explorer	90,062	3,426	46	74	2.99	67.49
WPD-05 2019 Charger	66,596	1,385	17	81		0
WPD-06 2020 Charger	63,363	940	11	85		0
WPD-07 2017 Explorer	19,684	304	7	43		0
WPD-08 2008 Harley	5,786	0	0	0		0

Monthly Vehicle Maintenance Details

WPD-01:	WPD-05:
WPD-03:	WPD-06:
WPD-04: hook & loop velcro strips for in-vehicle computers	WPD-07:

Misc. Dept. Info: *Glenn Cozzens filled gaps from COVID vacancies.

**Planning and Development Report
February 14, 2022**

Ongoing Projects/ Developments

ATM Commercial Subdivision Phase 3- We have completed the construction plan review from the developer and have received an acceptance letter from Algier Martin. Staff has sent continuing authority letters the developer's engineer for the DNR Construction permits.

Canterbury Place Subdivision- Work continues on the subdivision build out. Currently 22 homes are in various stages of completion.

West Ridge- The framers have four of the homes dried in and the subcontractors are working on the rough-ins. The plumbers have re-mobilized and are installing more of the water and sewer services. Spire is installing gas meter service lines.

Miller Rd. Project- STATUS- pending close out

CMH- Staff has completed an underslab plumbing inspection.

Tanners Auto Body Shop – Staff is working with Tanners on final inspections for the new building.

Stone Creek Phase 2 and 3- Work continues installing sanitary sewer lines, storm sewer lines and waterlines.

Hoffman Hills Subdivision- Staff has received word from Cochran Engineering that the construction documents submitted meet our design guidelines and all of there comments have been addressed. We have released continuing authority forms for the DNR construction permits for this project.

Generations Village- Staff attended a project kick off meeting via computer to discuss utility issues and drainage easements. Staff has forwarded stormwater information and utility maps from surrounding developments for the engineer's information. We are waiting on a survey / lot combination application and accompanying documents for review and will be bringing it back to the P/Z and BOA for approval.

Commercial Infill/Remodel Projects – Hive Restaurant – staff has completed the Final Inspection
Cornelison State Farm Insurance- Staff is awaiting a building permit application. Nail Salon- owner has changed contractors and is beginning to get work plumbing completed.
Fm Rd 94water service request- Public Works has recommended a 2" tap and road bore to serve the three(3) proposed lots.
Staff is working with Andrew Craighead on Hwy 160 corridor overlay requirements, we are planning to take the building façade back to P/Z this month for approval.

Additional ongoing projects – Ongoing inspections as needed, Nuisance Complaints Pretreatment Surveys, FOG Permits, wastewater engineering report review, Scheduling Inflow and Infiltration work, Closing out permits. Staff continues to assist other departments and both Engineering firms- Algiers Martin and Cochran Engineering as needed. Staff has completed and submitted two (2) applications to DNR for funding options for two priority sewer projects as outlined in the Wastewater Masterplan. Staff is coordinating the permitting and inspection process on the Meadows water tower cellular equipment removal.

Planning Assistant- Please see the Planning Assistant report

If you have any questions, please contact me at City Hall or develop@cityofwillard.org
Randy Brown, Director of Development

Planning and Development:

10 permits were issued this month totaling \$8,380.65 in permit fees collected and has an estimated construction cost of \$784,662.50.

Completed a monthly permit sunshine request for the Census Bureau.

A total of 95 of the 117 pre-treatment confirmations have been returned. - Reminder letters were mailed on 2/8

21 of the 28 Fat, Oil and Grease permits have been submitted and issued.

Prepared/mailed advertisements for W Jackson rezoning request.

Grant assistance.

Mapping:

Received the 2nd review plans for Hoffman hills electronically.

Found area storm water reports/plans to assist Generations Village.

Sent utility maps of the property next to the police department to a development company.

Prosecuting Clerk:

335 Open cases without dispositions (228 have active warrants)

207 Open cases with dispositions, are pending payments (144 have active warrants)

28 Probation/Deferral cases (10 have a class or community service hours to complete)

1 Discovery, and 1 plea offer was sent to defense attorneys

There is 1 trial scheduled for March, and 2 in April.

-Abigail Brixey

CITY CLERK: (Informational only) FEBRUARY 2022

- ~Issued 24 Business Licenses totaling \$ 1,025
- ~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.
- ~Maintained updated "streetlight outage" list and ensured Liberty was notified.
- ~Created bid proposals and advertisements and processed them.
- ~Ensured public notices were completed and sent to the paper.
- ~Completed Sunshine requests as received.
- ~Hosted and ran division training for SWMOCCFOA.
- ~Assisted with filling vacancies on Boards for SWMOCCFOA.
- ~Assisted with Pretreatment Surveys, FOG and processing payments.

EMERGENCY MANAGEMENT: (Informational only) FEBRUARY 2022

- ~Monitoring Covid-19 and continuing updates with Greene County.
- ~Filed 2nd Quarter EMPG Claim and Status Report.
- ~Filed 2nd Quarter EMPG-ARPA Claim.
- ~Monitored updates for Cybersecurity Grant and gave noticed to proceed on purchase to IT for software.
- ~Picked up PPE supplies for Emergency Management and the Police Department.
- ~Monitored situation during ice/winter severe storms.

COVID-19:

Staff is continuing to maintain precautions to prevent the spread of Covid-19 within the office. Following the alerts regarding the new strain and monitoring County for updates. Guidelines were put together for staff to follow in the event of exposure, or infection of the Covid-19 virus.

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.

<u>I. COURT INFORMATION</u>		Municipality: WILLARD		Reporting Period: Feb 1, 2022 - Feb 28, 2022	
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: TERRY FORSHEE				E-mail Address:	
Municipal Judge: BAREFIELD					
<u>II. MONTHLY CASELOAD INFORMATION</u>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		10	261	96	
B. Cases (citations/informations) filed		1	23	1	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0	
2. court/bench trial - GUILTY		0	0	0	
3. court/bench trial - NOT GUILTY		0	0	0	
4. plea of GUILTY in court		0	9	2	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	0	0	
6. dismissed by court		0	4	0	
7. <i>nolle prosequi</i>		0	0	0	
8. certified for jury trial (not heard in Municipal Division)		0	0	0	
9. TOTAL CASE DISPOSITIONS		0	13	2	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		11	271	95	
E. Trial de Novo and/or appeal applications filed		0	0	0	
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>		<u>IV. PARKING TICKETS</u>			
1. # Issued during reporting period	9	1. # Issued during period		0	
2. # Served/withdrawn during reporting period	62	<input type="checkbox"/> Court staff does not process parking tickets			
3. # Outstanding at end of reporting period	367				

MUNICIPAL DIVISION SUMMARY REPORTING FORM

<u>COURT INFORMATION</u>	Municipality: WILLARD	Reporting Period: Feb 1, 2022 - Feb 28, 2022
---------------------------------	-----------------------	--

V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: 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 and witness fees.	
Fines - Excess Revenue	\$1,161.02	Court Automation	\$93.67
Clerk Fee - Excess Revenue	\$114.20	Judicial Facility Srchg CT31	\$140.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$3.84	Overpayments Detail Code	\$3.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Restitution Due Political Sub	\$221.18
		Sheriff Retirement-CO/Muni	\$6.00
Total Excess Revenue	\$1,279.06	Total Other Disbursements	\$463.85
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$2,437.70
Fines - Other	\$510.50	Bond Refunds	\$150.00
Clerk Fee - Other	\$33.00	Total Disbursements	\$2,587.70
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$13.39		
Peace Officer Standards and Training (POST) Commission surcharge	\$13.38		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$95.41		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$1.11		
Law Enforcement Training (LET) Fund surcharge	\$28.00		
Domestic Violence Shelter surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$694.79		

NAME	1/10/2022	1/24/2022	2/14/2022	2/28/2022	3/14/2022	3/28/2022	4/11/2022	4/25/2022
SAMUEL SNIDER	OUT	Y	Y	Y				
TYLER KELLY	Y	Y	Y	Y				
RYAN SIMMONS	Y	Y	Y	Y				
DONNA STEWART	Y	OUT	Y	Y				
LARRY WHITMAN	Y	Y	Y	Y				
SAM BAIRD	Y	Y	Y	Y				
LONDON HALL	OUT	OUT	OUT	Y				
ATTENDED: Y								
NAME	5/9/2022	5/23/2022	6/13/2022	6/27/2022	7/11/2022	7/25/2022	8/8/2022	8/22/2022
SAMUEL SNIDER								
TYLER KELLY								
RYAN SIMMONS								
DONNA STEWART								
LARRY WHITMAN								
SAM BAIRD								
LONDON HALL								
ATTENDED: Y								
NAME	9/12/2022	9/26/2022	10/10/2022	10/24/2022	11/14/2022	11/28/2022	12/12/2022	12/26/22?
SAMUEL SNIDER								
TYLER KELLY								
RYAN SIMMONS								
DONNA STEWART								
LARRY WHITMAN								
SAM BAIRD								
LONDON HALL								
ATTENDED: Y								
NAME								
SAMUEL SNIDER								
TYLER KELLY								
RYAN SIMMONS								
DONNA STEWART								
LARRY WHITMAN								
SAM BAIRD								
LONDON HALL								
ATTENDED: Y								

CITY OF WILLARD, MISSOURI

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



Agenda Item# 7

**Ordinance accepting the contract with Premier
Pyrotechnics for Fireworks for Freedom Fest. (1st & 2nd
Read) Discussion/Vote.**

First Reading: 03-14-22

Second Reading: 03-14-22

Council Bill No.: 22-11

Ordinance No.: 220314A

AN ORDINANCE

ACCEPTING THE PROPOSAL OF PREMIER PYROTECHNICS TO PROVIDE THE FIREWORKS DISPLAY FOR THE CITY OF WILLARD FREEDOM FEST AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS ON BEHALF OF THE CITY OF WILLARD.

WHEREAS, the City of Willard contracts with a company for Fireworks for Freedom Fest each year; and

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

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

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

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

MAYOR, Samuel Snider

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 _____ 2022.

First Reading: 03-14-22

Second Reading: 03-14-22

Council Bill No.: 22-11

Ordinance No.: 220314A

MEMBERS OF THE BOARD OF ALDERMEN:

YES NO ABSTAIN

TYLER KELLY

RYAN SIMMONS

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

LANDON HALL

2nd READ

MEMBERS OF THE BOARD OF ALDERMEN:

YES NO ABSTAIN

TYLER KELLY

RYAN SIMMONS

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

LANDON HALL



Our Mission...

"A Dedication to Pyrotechnic Perfection"

TURN-KEY 3 YEAR CONTRACT FOR SERVICE

This contract is entered into this **March 2nd, 2022** by and between **Premier Pyrotechnics, Inc.** 25255 Highway K, Laclede County, Richland, MO 65556, telephone 417-322-6595, fax 573-213-2211, designated herein as the "Seller", and the **City of Willard** designated as the "Buyer".

Seller will deliver to Buyer the fireworks on **June 25th, 2022, June 24th, 2023 and June 29th, 2024** and /or will make necessary substitutions of equal or greater value. Seller agrees to perform the fireworks display safely and in accordance with such Federal, State and Local laws that might be applicable.

Seller agrees that they are to check the display area after the presentation of the fireworks display for any "duds" or other material that might not have ignited. Any such material found shall be disposed of as required by all Federal, State, and Local rules and regulations or as is the standard practice of Seller. It is also agreed that **BUYER/SPONSOR** is responsible for checking the display area at first light for any unexploded materials. If such materials are located immediately contact Premier Pyrotechnics at 417-322-6595 for further instructions.

Buyer will furnish the minimum safety distance required per NFPA 1123. In no case shall spectators be allowed closer than 70 feet per inch of the largest shell diameter. Buyer will provide adequate monitoring to maintain these distance factors. Buyer also agrees to have adequate fire protection available on location of the display.

It is agreed and understood that Buyer will pay the total purchase price of **\$9,500.00** including sales tax if applicable with the option to adjust the purchase price of the displays. **The Buyer will pay 50% of the first year's total price on the date this contract is signed, UNLESS taking advantage of the early pay option then you MUST PAY IN FULL FOR THE FIRST CONTRACTED YEAR'S TOTAL PRICE PRIOR TO THE EARLY PAY DATE, this applies to each contracted year.** The remainder is to be paid within 10 days following the date of the display. In the event of a weather related delay, Buyer agrees to pay an additional cost of not more than \$200.00 per day for security. Seller will arrange for security. In case of cancellation the deposit is non refundable, but will be held for a future display date. **All payments must be made to PREMIER PYROTECHNICS, INC and mailed to 25255 Hwy K, Richland, MO 65556.**

Early pay options are as follows: Payment received in full by December 1st, 2021 will receive an additional 15% product. Payment received in full by January 15th, 2022 will receive an additional 12.5% product. Payment received in full by March 1st, 2022 will receive an additional 10% product. Payment received in full by April 1st, 2022 will receive an additional 5% product. By signing a 3 year contract Premier Pyrotechnics will add an additional 5% product to your display.

Buyer acknowledges and agrees that any balance past due is subject to a finance charge computed by a "Periodic Rate" of 1.5% per month, which is an annual percentage of 18%. This will be applied to the balance after specified payment due dates above. The Parties acknowledge and agree that any legal action commenced regarding this contract or collection shall be brought in the Circuit Court of Laclede County, Missouri, and that Missouri law shall govern the determination of rights, responsibilities and remedies. Buyer shall further be entirely responsible for any attorney fees and court costs incurred by Seller in enforcing its rights under this contract and to collect any unpaid balance.

SELLER: PREMIER PYROTECHNICS, INC.

BUYER: City of Willard

BY: Nicky Sanderson
DATE: March 2nd, 2022

BY: _____ DATE: _____
Print Name & Title

AUTHORIZED PURCHASER REPRESENTATIVE SIGNATURE: _____

In the event of Force Majeure, any deposits for payments will be carried forward to the next possible date agreed on between the client and Premier Pyrotechnics Inc.

Premier Pyrotechnics, Inc. 25255 Hwy K Richland, MO 65556 Phone: (888)647-6863 Fax: (573)213-2211

CITY OF WILLARD, MISSOURI

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



Agenda Item# 8

**Ordinance accepting the contract with Coca-Cola for
the Parks Department. (1st & 2nd Read)
Discussion/Vote.**

First Reading: 03-14-22

Second Reading: 03-14-22

Council Bill No.: 22-13

Ordinance No.: 220314C

AN ORDINANCE

ACCEPTING THE PROPOSAL OF OZARKS COCA-COLA/DR. PEPPER BOTTLING COMPANY TO PROVIDE CONCESSIONS FOR THE CITY OF WILLARD PARKS DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS ON BEHALF OF THE CITY OF WILLARD.

WHEREAS, The Willard Parks Department has a need for drinks and supplies in the Concessions stands during events; and

WHEREAS, the City of Willard has selected Ozarks Coca-Cola/Dr. Pepper Bottling Company to provide said services as itemized in detail in Exhibit "A" as attached hereto.

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

Section 1: That the Mayor, on behalf of the City of Willard, Missouri is hereby authorized to accept the proposal of Ozarks Coca-Cola/Dr. Pepper Bottling Company to provide the services described in Exhibit "A".

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

Mayor, Samuel Snider

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 _____ 2022.

MEMBERS OF THE BOARD OF ALDERMEN:
FIRST (1ST) READING

YES

NO

ABSTAINED

TYLER KELLY

RYAN SIMMONS

DONNA STEWART

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

First Reading: 03-14-22

Second Reading: 03-14-22

Council Bill No.: 22-13

Ordinance No.: 220314C

LARRY WHITMAN

SAM BAIRD

LANDON HALL

2nd READ

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAINED

TYLER KELLY

RYAN SIMMONS

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

LANDON HALL



AGREEMENT

This Agreement (this "Agreement") is made and entered into this 1st day of March 2022 (the "Effective Date") by and between Ozarks Coca-Cola/Dr. Pepper Bottling Company, a Missouri corporation of Springfield, Missouri ("Ozarks") and the City of Willard, Willard, Missouri (the "City").

In consideration of the mutual promises contained in this Agreement, the parties agree to the following terms.

1. Definitions.

All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings set forth on Exhibit "A" attached to this Agreement.

2. Term.

The term of this Agreement will begin on March 1, 2022, and unless earlier terminated in accordance with the terms hereof, will continue for a period of three (3) years ending on February 28, 2025 (the "Term").

3. Consideration to the City.

3.1 Subject to the terms of this Agreement, in return for the rights described herein, Ozarks agrees to pay the City \$5.00 per case rebate for all products purchased directly from Ozarks. Rebates shall be paid via check on a semi-annual basis.

3.2 Ozarks further agrees to sell "non-vended" Beverage Products to the City in accordance with the pricing schedule attached hereto as Exhibit "B"

4. Equipment and Service.

4.1 During the Term, Ozarks will, at no cost or expense to the City, loan to the City all Beverage vending equipment (the "Equipment"), which is required in the reasonable opinion of Ozarks to adequately dispense Products.

4.2 It is understood and agreed by the parties hereto that all Equipment is and shall, at all times, remain the sole property of Ozarks and that the City agrees to use its best efforts to permit only employees and agents of Ozarks to remove, open, repair or tamper with the Equipment. In addition, the City agrees to the following relating to the Equipment: (i) upon request, to execute documents evidencing Ozarks' ownership of the Equipment; (ii) upon request, to execute Ozarks' standard form equipment placement agreement, provided that if any of the terms of such equipment placement agreement are in conflict with the terms of this Agreement, then this Agreement will control; (iii) that the Equipment will not be removed from the City locations without the prior written consent of Ozarks; (iv) that the City will not encumber the Equipment in any manner or permit any attachment thereto without the prior written consent of Ozarks; and (v) that the City will be responsible and liable to Ozarks for any loss or damage to the Equipment, reasonable wear and tear excepted, caused by the City's employees or agents.

- 4.3 Ozarks agrees to provide commercially reasonable, free maintenance and repair service for the Equipment.

5. Termination and Remedies.

- 5.1 In addition to any other legal or equitable remedy, the City will have the right to terminate this Agreement if at any time:

5.1.1 Ozarks fails to make any payment due under this Agreement, and Ozarks fails to cure and make such payment within ten (10) business days from the date of Ozarks' receipt of written notice of such failure to pay; or

5.1.2 Ozarks breaches any material, term, or condition of this Agreement, and Ozarks fails to cure such breach within thirty (30) calendar days from the date of Ozarks' receipt of written notice of such breach.

- 5.2 In addition to any other legal or equitable remedy, Ozarks will have the right to terminate this Agreement if at any time:

5.2.1 The City breaches any material term or condition of this Agreement, and the City fails to cure such breach within thirty (30) calendar days from the date of the City's receipt of written notice of such breach; .

5.2.2 Any of the rights granted to Ozarks under this Agreement are materially impaired, restricted, or limited during the Term (including, without limitation, as a result of Ambush Marketing);

- 5.3 In addition to Ozarks' rights under Section 8.2, if for any reason whatsoever an act or actions occur (including, without limitation, legislative action, action by the Board of the City, action by the administration of the City or otherwise) at any time during the Term which in any material fashion impacts or restricts the ability of customers of the City to access the Products and/or the availability of the Products to the customers of the City, then Ozarks shall have the following rights exercisable by Ozarks at any time during the Term: (1) to substitute the Product or Products to which such access and/or availability has been impacted or restricted for another Product distributed by Ozarks, and/or (2) to terminate this Agreement and receive a refund of a portion of the Sponsorship Fee as provided in Section 8.4 of this Agreement.

6. Representations, Warranties and Covenants.

- 6.1 The City represents warrants and covenants to Ozarks as follows:

6.1.1 The City has full power and authority to enter into this Agreement and to grant and convey to Ozarks the rights set forth herein.

6.1.2 All necessary approvals for the execution, delivery and performance of this Agreement by the City have been obtained, and this Agreement has been duly executed and delivered by the City and constitutes a legal and binding obligation of the City enforceable in accordance with its terms.

6.1.3 The City has not entered into, and will not enter into during the Term (a) any agreement with any third party which would prevent it from fully complying with the terms and conditions of this Agreement, or (b) any

agreement with any third party granting any rights which are inconsistent with the rights granted to Ozarks pursuant to this Agreement, including any agreements with concessionaires or third party food service operators, vending companies, and/or other persons or entities which sell or distribute Beverages.

6.2 Ozarks represents, warrants and covenants to the City as follows:

6.2.1 Ozarks has the full power and authority to enter into and perform this Agreement.

6.2.2 All necessary approvals for the execution, delivery and performance of this Agreement by Ozarks have been obtained, and this Agreement has been duly executed and delivered by Ozarks and constitutes a legal and binding obligation of Ozarks enforceable in accordance with its terms.

6.2.3 That Ozarks will, in accordance with good business practices, perform its obligations hereunder, including, without limitation, providing the Products in a timely fashion and maintaining adequate levels of inventory of Products in the Equipment.

7. Construction of this Agreement.

7.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

7.2 The captions used in this Agreement are for convenience only and will not affect in any way the meaning or interpretation of the provisions set forth herein.

7.3 This Agreement, including the Exhibits attached hereto which are an integral part of this Agreement and are expressly incorporated herein by reference, constitute the final, complete and exclusive understanding and agreement of the parties regarding the subject matter hereof, and supersede all previous communications, representations, agreements, promises or statements, whether oral or written, by or between the parties hereto.

7.4 This Agreement may be amended, modified, or waived, whether in whole or in part, only in a separate writing signed by each party hereto.

7.5 This Agreement may not be assigned or delegated, whether in whole or in part, by either party hereto except with the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned.

7.6 Each party hereto agrees to promptly provide the other party with written notice of any actual or potential claim, which may be subject to the indemnity required hereunder upon first learning of the same.

7.7 Each party to this Agreement agrees to maintain sufficient insurance to adequately protect its own respective interest. Any stipulated limits of coverage, as may be mutually agreed to by the parties from time to time, will not be construed as a limitation of any potential liability to any other party or parties. Failure to request evidence of such insurance will in no way be construed as a waiver of any party's obligation to maintain the agreed insurance coverage.

7.8 Any notice or other communication hereunder shall be in writing, and shall be sent via registered or certified mail, return receipt requested, overnight courier, or confirmed facsimile transmission, and shall be addressed as set forth below, or to such other address as the respective party will advise the other in writing:

If to Ozarks:

Ozarks Coca-Cola/Dr Pepper Bottling Company
1777 North Packer Road
P.O. Box 11250
Springfield, Missouri 65808-1250
Attention: President
Facsimile: (417) 865-2544

If to the City:

City of Willard
c/o City Clerk
224 W. Jackson St.
P.O. Box 187
Willard, MO 65781
(417) 742-5302

- 7.9 The parties are acting under this Agreement as independent contractors and independent employers. Nothing in this Agreement will create or be construed as creating a partnership, joint venture or agency relationship between the parties and no party will have the authority to bind the other party in any respect.
8. Except as expressly set forth in this Agreement, no party hereto will obtain, by this Agreement or otherwise, any right, title, or interest in the intellectual property of the other parties (e.g., trademarks, patents, copyrights, trade secrets), nor shall this Agreement give any party the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks, or copyrights of the other party.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the Effective Date.

OZARKS COCA-COLA/DR PEPPER
BOTTLING COMPANY

By: _____

Its: _____

CITY OF WILLARD

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

EXHIBIT A

GLOSSARY OF DEFNED TERMS

"City Marks" mean the City's name, and all trademarks, symbols, designs, and other intellectual property associated with the City or that are in existence on the Effective Date or which may be created during the Term and which are owned, licensed or otherwise controlled by the City or its Affiliates.

"Affiliate " means, as to any person or entity, any other person or entity, which is controlled by, controls, or is under common control with such person or entity. The term "control" (including the terms "controlled", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity.

"Ambush Marketing" means any attempt by any third party, without the prior written consent of Ozarks, to associate Competitive Products with the City or the City Marks or to suggest that Competitive Products are endorsed by or associated with the City or the City Marks, in any manner whatsoever, whether by referring directly or indirectly to the City or the City Marks.

"Beverage" or "Beverages" mean all non-alcoholic beverages, whether cold, hot, ambient or frozen, carbonated or noncarbonated, branded or non-branded, and/or naturally or artificially flavored or sweetened. For the sake of specificity, "Beverages" include, but are not limited to, carbonated soft drinks, frozen or soft frozen beverages, including soft frozen lemonade and fruit juice products consumed through a straw or with a spoon, mixers, flavored or unflavored packaged and/or bottled waters, fruit and/or vegetable juices, fruit and/or vegetable drinks, ready-to-drink chocolate based drinks, ready-to-drink tea and coffee drinks, sports/isotonic drinks, and all beverage bases from which the above can be prepared (such as bases, concentrates, syrups, powders, and/or crystals). "Beverages" do not include the following: nonbranded hot coffees or teas freshly brewed on site, nonbranded juice freshly squeezed on-site, milk, flavored milk, non-alcoholic beer or wine or tap water.

"Bona Fide Offer" means a proposed agreement concerning rights and obligations similar to those contained herein, which agreement, if executed by the City and the third party, would be legally binding.

"City property" means each and every property, building and facility used, owned or operated by the City, as now or hereafter established, including, without limitation, administrative offices, storage and maintenance facilities, grounds, parking lots and other locations which comprise or are a part of or associated with the City, including all concession areas, vending locations and athletic facilities, whether currently existing or built or acquired during the Term. .

"Competitive Products" mean all Beverages other than Products.

"Packaged" means all Beverages packaged in bottles, cans or other containers. "Products" mean the Beverages, packaged or otherwise, marketed under trademarks or brand names owned or controlled by, or licensed for use to, Ozarks.

EXHIBIT B

PRICING

<u>ITEM</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
20OZ Soft Drinks (24 count)	\$21.00	\$21.00	\$21.00
20OZ Lemonade (24 count)	\$21.00	\$21.00	\$21.00
20OZ Dasani Water (24 count)	\$16.00	\$16.00	\$16.00
12OZ Juice (24 count)	\$29.27	\$29.27	\$29.27
20OZ PowerADE (24 count)	\$21.00	\$21.00	\$21.00
16OZ Energy (24 count)	\$42.76	\$42.76	\$42.76
5GA Postmix (1 count)	\$97.49	\$97.49	\$97.49
2.5GA Postmix (1 count)	\$50.78	\$50.78	\$50.78
21OZ Cups (1,000 count)	\$56.24	\$56.24	\$56.24
21OZ Lids (2,000 count)	\$31.50	\$31.50	\$31.50

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

Discussion/Vote on the Economic Development Task Force (ECDTF).

a. Discussion/Vote on Alderman to serve on ECDTF.

ECONOMIC DEVELOPMENT TASK FORCE

CHAIRMAN/CHAMBER MEMBER	DARRYL PROCTOR	Jun-14	none	until resigned/removed
DIRECTOR OF DEVELOPMENT	RANDY BROWN	Sep-13	none	until resigned/removed
INSIDE CITY MEMBER	BURNIS COLEMAN	Sep-14	none	until resigned/removed
CHAMBER PRESIDENT	WHITNEY BURREL	Apr-17	none	until resigned/removed
BUSINESS OWNER	FORREST OWENS		none	until resigned/removed
MAYOR	MAYOR SNIDER	Apr-22	none	until resigned/removed
ALDERMAN	SAM BAIRD	Nov-11	none	until resigned/removed
ALDERMAN		Apr-16	none	until resigned/removed

9 Members: Mayor, 2 Aldermen, Chamber President
 2 chamber members, 1 Director of Development
 2 Citizens, 1 business owner.

Chapter 127. Departments, Boards and Commissions

Article V. Economic Development Task Force

Section 127.310. Creation of Task Force.

[Ord. No. 090112 §1, 1-12-2009; Ord. No. 111011 §1, 10-11-2011; Ord. No. 130909B §1, 8-26-2013]
There is hereby created an Economic Development Task Force to guide and assist with the development, promotion and implementation of strategies in order to identify and achieve the City's economic development goals.

Section 127.320. Appointment of Board.

[Ord. No. 090112 §2, 1-12-2009; Ord. No. 111011 §2, 10-11-2011; Ord. No. 130909B §2, 8-26-2013]
The Mayor shall, with the approval of a majority of all members of the Board of Aldermen, appoint an Economic Development Task Force of nine (9) members. The Mayor will be one (1) member; two (2) members shall be members of the Board of Aldermen, the Director of Development shall be one (1) member, the President of the Chamber of Commerce shall be one (1) member and two (2) members shall be members of the Chamber of Commerce. The remaining members will consist of two residents from the City of Willard, and one (1) member who shall be an owner, manager or employee of a Willard business or owner of real property located in the City.

Section 127.330. Duration of Committee.

[Ord. No. 090112 §3, 1-12-2009; Ord. No. 111011 §3, 10-11-2011; Ord. No. 130909B §3, 8-26-2013]
The Economic Development Task Force shall terminate upon delivery of its final report to the Board of Aldermen.

Section 127.340. Filling Vacancies.

[Ord. No. 090112 §4, 1-12-2009; Ord. No. 111011 §4, 10-11-2011; Ord. No. 130909B §4, 8-26-2013]
When a vacancy occurs on the Economic Development Task Force by removal, resignation or otherwise, of any member thereof, said vacancy shall be reported to the Board of Aldermen and shall be filled, in a like manner as original appointments, for the unexpired term of said member.

Section 127.350. Compensation.

[Ord. No. 090112 §5, 1-12-2009; Ord. No. 111011 §5, 10-11-2011; Ord. No. 130909B §5, 8-26-2013]
No Economic Development Task Force member shall receive any compensation for service on the task force.

Section 127.360. Meeting Schedule; Election of Officers; Quorum.

[Ord. No. 090112 §6, 1-12-2009; Ord. No. 111011 §6, 10-11-2011; Ord. No. 130909B §6, 8-26-2013]

The Economic Development Task Force members shall establish a regular monthly meeting schedule. The task force shall also elect a Chairman and a Vice Chairman. A quorum shall consist of five (5) members of the task force. A quorum shall be necessary for City business to be conducted.

Section 127.370. Duties.

[Ord. No. 090112 §7, 1-12-2009; Ord. No. 111011 §7, 10-11-2011; Ord. No. 130909B §7, 8-26-2013]

A. The Economic Development Task Force shall have the following duties and responsibilities:

1. With the City Comprehensive Plan as the foundation for the community vision, identify elements of the land development regulations that might be amended in such a way as to encourage potential future development activities.
2. Assist in developing an overall economic development strategy and vision for the community.
3. Explore funding options available at the Federal and State levels that may facilitate and encourage economic development and make recommendations to the Board of Aldermen on pursuing those funding sources.
4. Identify steps that all stakeholders can take to foster a positive business environment, encourage economic development and create new jobs in the City of Willard.

Section 127.380. Advisory Capacity.

[Ord. No. 090112 §8, 1-12-2009; Ord. No. 111011 §8, 10-11-2011; Ord. No. 130909B §8, 8-26-2013]

The Economic Development Task Force is an advisory board, and decisions by the task force are purely recommendations that shall be forwarded to the Board of Aldermen.

Section 127.390. Removal of Members.

[Ord. No. 090112 §9, 1-12-2009; Ord. No. 111011 §9, 10-11-2011; Ord. No. 130909B §9, 8-26-2013]

The Mayor may, with the consent of a majority of all the members of the Board of Aldermen, remove any Economic Development Task Force member. Any member may also be removed by a two-thirds vote of all members of the Board of Aldermen, independently of the Mayor's approval or recommendation.

Section 127.400. Reports.

[Ord. No. 090112 §10, 1-12-2009; Ord. No. 111011 §10, 10-11-2011; Ord. No. 130909B §10, 8-26-2013]

The Economic Development Task Force shall issue a final report to the Mayor and Board of Aldermen. The final report shall contain all recommendations approved by a majority of the task force members.