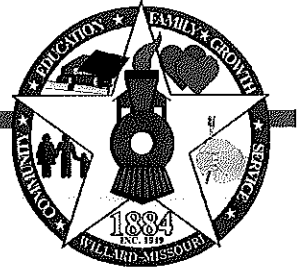


CITY OF WILLARD, MISSOURI

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 27, 2017

7:30 p.m.

Willard City Hall

224 W. Jackson Street

Mayor

Corey Hendrickson

Board Members

Jamie Buckley

Samuel Snider

Sam Baird – Mayor Pro-Tem

Larry Whitman

David Roggensees

Donna Stewart

**CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
March 27, 2017
7:30 P.M.**

Posted March 22, 2017

Notice is hereby given that the City of Willard, Missouri, Board of Aldermen will conduct a meeting at **7:30 p.m.** March 27, 2017 at Willard City Hall, 224 W. Jackson, Willard, Missouri.

The tentative agenda of this meeting includes:
PLEDGE OF ALLEGIANCE

Call the meeting to order

1. **Roll Call.**
2. **Agenda Amendments/Approval of Agenda.**
3. **Approval of the Minutes from the regular meeting on March 13, 2017.**
4. **Citizen Input. (5 minutes each)**
5. **Ordinance accepting the Developers Agreement with Four Corners Development. (2nd Read) Discussion/Vote.**
6. **Discussion/Vote to accept bid for the resurfacing of Hunt Road and Farm Road 103.**
7. **Discussion/Vote to accept bid for emergency backup generators at Regional and "D" Lift Stations.**
8. **Discussion/Vote to accept bid for Parks Department Truck purchase.**
9. **Discussion/Vote to approve Empire Electric Streetlight Contract for new light.**
 - a. **Miller Farm Park**
10. **Ordinance amending Section 125.010 Establishing of Municipal Court. (1st Read) Discussion/Vote.**
11. **Discussion on Employee Benefits.**
12. **New Business.**
13. **Unfinished Business.**
14. **Adjourn Meeting.**

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

Jennifer Rowe
City Clerk

**CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
March 13, 2017
7:00 p.m.**

Staff present: Interim City Administrator, Jim Bentley; Director of Public Works, Dave O'Connor; Director of Finance, Carolyn Halverson; Director of Development, Randy Brown; Planning Assistant, Abigail Brixey; Chief of Police, Tom McClain; Police Officer, J.D. Landon; Director of Parks, J.C. Loveland; and Assistant Director of Parks, Jason Knight.

The City Attorney Ken Reynolds was present.

Citizens in attendance: Brooke Myers, Mindy Latham, Madison Ruley and Aaron Hargrave.

Pledge of Allegiance.

The Pledge of Allegiance was led by Mayor Hendrickson.

Call to Order.

Mayor Hendrickson called the meeting to order at 7:05 p.m.

Roll Call.

The Planning Assistant conducted the roll call. Alderman Buckley-present, Alderman Snider-present, Alderman Stewart-present, Alderman Whitman-present, Alderman Baird-present, Alderman Roggensees-present and Mayor Hendrickson-present.

Agenda Amendments/Agenda Approval.

Interim City Administrator Jim Bentley, requested that Agenda item twelve (12), the Ordinance accepting the agreement with CLJM, LLC be removed from the agenda as Staff and the Board did not have the updated version. Motion was made by Alderman Baird and seconded by Alderman Roggensees to accept the Agenda with changes. The motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggensees.

Approve the Minutes of the Regular Meeting February 27, 2017 and the Work Study on March 2, 2017.

Motion was made by Alderman Whitman and seconded by Alderman Stewart to approve the Minutes from the regular meeting February 27, 2017. The motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggensees.

Motion was made by Alderman Stewart and seconded by Alderman Whitman to approve the Minutes of the Work Study on March 2, 2017. The motion carried with a vote of 5-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman and Roggensees. Alderman Baird abstained.

Citizen Input.

None.

City Administrator Report.

The Interim City Administrator Jim Bentley presented his report to the Board.

Financial Reports.

- a) Motion was made by Alderman Snider and seconded by Alderman Stewart to accept the Financial Statements. The motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggensees.

- b) Motion was made by Alderman Snider and seconded by Alderman Stewart to accept the Outstanding Invoices, Paid Invoices, Online Payments and Transfers. The motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggensees.
- c) Motion was made by Alderman Roggensees and seconded by Alderman Whitman to accept the Adjustments Report. The motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggensees.

Department Head Reports.

The Department Heads gave their reports to the Board.

Motion was made by Alderman Baird and seconded by Alderman Roggensees to move item ten (10) to number six (6) as staff from Four Corners Development was present for the discussion. Motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggensees.

Ordinance accepting the Developer's Agreement for Fox River Estates. (1st Read) Discussion/Vote.

The first read was conducted by the Planning Assistant.

Director of Development Randy Brown informed the Board that Four Corners Development was requesting a Developer's Agreement to move forward with the public improvements. This development will indicate that the homes will not be built without the water, sewer, storm and street improvements. Discussion was made regarding the potential congestion issues and the liability. Motion was made by Alderman Baird and seconded by Alderman Snider to accept the Developer's Agreement for Four Corners Development. Motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggensees.

Discussion/Vote to approve a new Empire Electric Streetlight.

Alderman Snider informed the Board that he spoke with Bristol Manor and encouraged them to request a new streetlight. Alderman Baird asked if 513 was the entrance to Bristol Manor and Mayor Hendrickson indicated it was. Motion was made by Alderman Snider and seconded by Alderman Baird to approve the new Empire Electric Streetlight. Motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggensees.

Ordinance accepting the contract with White River Engineering for the Sewer Project. (2nd Read) Discussion/Vote.

The second read was conducted by the Planning Assistant.

Interim City Administrator Jim Bentley informed the Board that White River Engineering was ready to move on the project. Mr. O'Connor stated that there were no changes to the project ever since the first read. Mr. Bentley stated that the Springfield contract should not delay this project.

Motion was made by Alderman Roggensees and seconded by Alderman Snider to accept the contract agreement with White River Engineering for the Sewer Project. The motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggensees.

Ordinance adopting the General Code updates for 2017. (1st and 2nd Read) Discussion/Vote.

The City Attorney Ken Reynolds informed the Board that this was for the Code updates the City uses for their Municipal Code. The first read was conducted by the Planning Assistant.

Motion was made by Alderman Roggensees and seconded by Alderman Buckley to adopt the General Code updates for 2017. Motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggensees.

The second read was conducted by the Planning Assistant.

Motion was made by Alderman Roggensees and seconded by Alderman Buckley to adopt the General Code updates for 2017. Motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggensees.

Discussion/Vote to accept the bid for Cleaning Supplies.

The Parks Director JC Loveland informed the Board that staff had brought back the breakdown of the cost difference between this bid and what the City currently pays. Alderman Roggensees asked if the cost was the

same or less. Mr. Loveland stated that it was less. Alderman Baird asked what the donation was going to be from the company. Mr. Loveland stated that the City offices will get all new dispensers free of charge. Motion was made by Alderman Baird and seconded by Alderman Roggensees to accept the bid for a one (1) year contract with Hillyard for the Cleaning Supplies. Motion carried with a vote of 5-1. Voting aye: Aldermen Buckley, Stewart, Whitman, Baird and Roggensees. Voting nay: Alderman Snider.

Discussion/Vote to accept the Engineer for the Miller Road Widening Project.

Public Works Director Dave O'Connor discussed the project and informed the Board that Staff had gone out for RFQ's (Request for Qualifications) for the upcoming project. Staff recommended choosing Great River Engineering for the project. Mr. Bentley informed the Board that nine (9) firms had submitted their qualifications, which were then scored independently between Mr. Brown and Mr. O'Connor. Motion was made by Alderman Roggensees and seconded by Alderman Stewart to accept Great River Engineering as Engineer for the Miller Road Widening Project. Motion carried with a vote of 5-0. Voting aye: Aldermen Buckley, Stewart, Whitman, Baird and Roggensees. Alderman Snider Abstained.

New Business.

Mr. Brown informed the Board that Naomi's Café would be opening either Tuesday or Wednesday. Ms. Brixey stated that they would just need to turn in their Sales Tax license and certificate of No Tax Due for the Business License to be issued. Mr. Brown also discussed the new Saloon going in where No Name Saloon was previously. Alderman Baird asked how far along the business was in opening and Mr. Brown informed him that they were working on the grease trap inspections.

Alderman Roggensees informed the Board that his pear tree blew down with the recent storms and discussed the recycle center. He also requested staff to obtain a quote for the cost of a sidewalk for Hunt Road from True Value to the Park.

Unfinished Business.

Mr. Bentley informed the Board that he had received a compliment regarding the downtown project and revitalization. He requested another meeting to move forward. Mayor Hendrickson stated that there would be a future meeting but it was not currently scheduled.

Recess Open Session.

Motion was made by Alderman Snider and seconded by Alderman Stewart to recess the open session at 9:30 p.m. Motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggensees.

Open Executive Session.

Motion was made by Alderman Baird and seconded by Alderman Roggensees to open the Executive Session. Motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggensees.

Close Executive Session.

Motion was made by Alderman Snider and seconded by Alderman Stewart to close the Executive Session. Motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggensees.

Adjourn.

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

The meeting was adjourned at 10:26 p.m.

Jennifer Rowe, City Clerk

Corey Hendrickson, Mayor of Willard

CITY OF WILLARD, MISSOURI

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



AGENDA ITEM # 5

Ordinance accepting the Developers Agreement with Four Corners Development. (2nd Read) Discussion/Vote.

Sponsored by the **Director of Development**.

First Reading: 03-13-2017

Second Reading: 03/27/17

Council Bill No: 17-10

Ordinance No: 170313B

AN ORDINANCE

AUTHORIZING THE MAYOR OF THE CITY OF WILLARD TO EXECUTE AN AGREEMENT BETWEEN FOUR CORNERS DEVELOPMENT, LLC AND THE CITY OF WILLARD.

WHEREAS, The City of Willard and developer, Four Corners Development, LLC, had determined there is a need to proceed with an agreement to develop certain property located in Willard, Missouri; and

WHEREAS, both parties have reached an agreement to proceed with the development.

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 execute an agreement between the City of Willard and Four Corners Development, LLC, for the purpose of allowing Four Corners Development, LLC to be issued building permits prior to all public improvements having been constructed and approved by the City of Willard.

Section 2: In exchange for the building permits being issued prior to all public improvements being constructed, Four Corners Development, LLC, has agreed among other things, to provide to the City an irrevocable letter of credit equal to the cost of all public improvements and additional requirements, set forth in Exhibit "A."

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.

Mayor

ATTEST: _____, City Clerk

Approved as to form: _____, City Attorney

READ TWO (2) TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE ____ DAY OF _____, 2017.

MEMBERS OF THE BOARD OF ALDERMEN: YES NO ABSTAINED

JAMIE BUCKLEY

SAMUEL SNIDER

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

DAVID ROGGENSEES

2nd READ

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAINED

JAMIE BUCKLEY

SAMUEL SNIDER

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

DAVID ROGGENSEES

Exhibit A

DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _____, by and between **FOUR CORNERS DEVELOPMENT, LLC**, hereinafter referred to as "Developer" and **CITY OF WILLARD**, hereinafter referred to as "City":

WITNESSETH:

WHEREAS, Developer is currently developing certain real property in Greene County, Missouri, which lies in the Willard city limits and will be subdivided into a development known as **Fox River Estates Subdivision Phase II**, more fully described in the attached **Exhibit "1"**, hereinafter referred to as either "Subdivision, Property or Development"; and

WHEREAS, Developer and City have agreed to the terms under which the water lines and sewer lines within the Subdivision, including sidewalks, street lighting will be installed and wish to memorialize these agreements in this Development Agreement; and,

WHEREAS, Developer desires to connect a sewer line extension to the central sewage system of the City, to dispose of its sewage in said sewer system; and,

WHEREAS, Developer desires to connect to the water distribution system of the City, for ample supplies of metered potable water and needed fire flow; and,

WHEREAS, pursuant to State Statute, the City is authorized to provide these city services; and,

WHEREAS, it is to the mutual benefit of the parties hereto to enter into the following agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to provide the City with security for the completion of the undertakings specified for each phase of the Subdivision as provided for herein, the parties do hereby mutually covenant and agree as follows:

SECTION A. PLAN REVIEW AND APPROVAL, PERMITS AND INSPECTIONS

1. Developer agrees that all plans will be submitted to the City for review by City Staff.
2. City shall review all plans submitted by the Developer within twenty-one (21) business days after the receipt of such plans and shall provide a general comment letter approving or stating what additional information or revisions may be needed prior to approval of the plans. Plans will be stamped received on the day received. Each successive submittal of plans will require the same review schedule as stated in this paragraph.

3. Upon approval of submitted Construction Plans, Developer agrees to obtain all necessary permits from the City, Missouri Department of Natural Resources (DNR) and the Missouri Department of Transportation (MODOT) and all building permits for private construction and development from the City before construction begins. The City agrees that any permitting required to be issued by the City prior to construction will not be unreasonably withheld.
4. Developer agrees that all infrastructure improvements shall be inspected by a City Official or its designated representative.
5. Developer agrees that all residential and commercial structures shall be inspected by the City's Building Inspector throughout the construction phases. The City agrees that it will act with diligence in providing the Certificates of Occupancy and said Certificates of Occupancy will not be unreasonably withheld providing all public infrastructure work has been completed, inspected and approved.

SECTION B. CONSTRUCTION OF PUBLIC INFRASTRUCTURE

1. Developer agrees, to post an Irrevocable Letter of Credit in the amount of One Hundred Eight Thousand, Five Hundred and Twelve dollars. (\$108,512.00) for the completion of all required public infrastructure improvements, which are for the sewer, water, and stormwater lines and appurtenances. The Letter of Credit shall be in a form consistent with the attached **"Exhibit 2" (Irrevocable Letter of Credit)** and must be posted prior to acceptance of the Developer Agreement and the issuance of all building permits. The conditions of the Letter of Credit shall require public improvements to be completed before the expiration of the Letter of Credit unless such permits are renewed or extended and that the City shall be entitled to enforce the Letter of Credit to assure completion of the work.
2. The Developer will cause all work on the improvements contemplated herein to be completed in a good and workman like manner and with due dispatch. All materials used for construction of the improvements shall be new and of first quality. All work is subject to inspection and approval by the City's Public Works Department at all times. The Developer shall notify the City when it believes that any or all of the improvements have been fully completed as contemplated herein and, where appropriate, submit improvements for acceptance by the City of Willard.
3. City shall maintain and keep in repair all public infrastructure from the date the constructed improvements are approved by the City.
4. Upon approval of the Public Infrastructure, City will immediately release the Letter of Credit.

SECTION C. WATER AND SEWER

1. Developer agrees to extend the city water and sewer systems to serve the development. Developer further agrees to provide wastewater collection, conveyance and treatment by means of the City sewer system.
2. Developer agrees that connection to the city water distribution system, including a well and storage facility and any and all improvements required to extend the existing system to serve the Developer's property and all sewers and the connection to the City sewer, collectively referred to herein as "Improvements", are Developer's sole responsibility to design and construct, except as specified herein or may be agreed upon in any formally executed amendments or addendums.
3. Developer agrees to convey all public water facilities, easements and appurtenances and all public sewer facilities, easements and appurtenances covered by this Agreement to City free and clear of all liens and encumbrances or other obligations. Said conveyance shall be by appropriate document, and shall be sufficient, in the opinion of the City, to convey marketable title of record, as set forth in Title Standard 4 of the Missouri Bar.
4. City shall be solely responsible for the maintenance of public water facilities and all appurtenances and any public sewer facilities and all appurtenances, after the conveyance of same by Developer.
5. Developer agrees to design, engineer, and construct said Improvements in accordance with the Municipal Codes and Construction Specifications for Public Improvements, on file with the City, applicable State or Federal requirements or other recognized engineering and construction standards, as specified by the City.
6. Developers and any successors agree to pay all water and sewer utility bills.
7. Any new or existing structures, facilities or users connecting to the water or sewer line or system shall pay to the City all appropriate fees for sewer and water service as outlined and provided for in the City Municipal Code, along with any amendments, changes or modifications thereto.
8. Developer agrees that City has authority to extend and expand the infrastructure to other properties or developments surrounding the Subdivision after City accepts the improvements.
9. Except as otherwise provided herein, Developer shall at Developer's expense, make necessary application for and pay any fees associated with access and hookup for water and sewer fees and expenses to the City.

SECTION D. STORM WATER

1. Developer agrees to design and construct all storm water management facilities according to City of Willard specifications.
2. Developer agrees to design and construct low-impact storm water facilities according to the City Code.

SECTION E. SIDEWALKS

1. Developer agrees to design and construct sidewalks according to the standards established in the City of Willard Subdivision Regulations.

SECTION F. FIRE SERVICE

1. The fire protection services to the Subdivision will be provided by the Willard Fire Protection District.

SECTION H. GENERAL OBLIGATIONS

1. This Agreement may be filed in the Office of the Recorder of Deeds of Greene County Missouri.

2. As used in this Agreement, the term "Developer" shall include any of the heirs, transferees, successors or assigns of Developer, and all such parties shall have the right to enforce this Agreement and shall be subject to the terms of this Agreement, as if they were the original parties thereto.

3. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the City's ordinances or resolutions, or as a waiver of the City's legislative, governmental or police powers to promote and protect the health, safety, and welfare of the City and its inhabitants; nor shall this Agreement prohibit the enactment or increase by the City of any tax or fee.

4. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs or sections contained in this Agreement shall be declared invalid by the final and unappealed order, decree or judgment of any court, this Agreement shall be construed as if such phrases, sentences, clauses, paragraphs or sections had not been a part hereof.

5. Developer shall require its contractors to procure and maintain during the construction of any infrastructure improvements until such improvements have been inspected, approved and accepted by the City the following insurance:

- a. Workers' Compensation Statutory coverage per R.S.Mo. 287.010 et seq.

Employer's Liability\$1,000,000.00

- b. Contractor's Public Liability Insurance with Contractual Liability and Property Damage Insurance with a company licensed to do business in the State of Missouri with limits of liability of not less than \$300,000.00 for any one (1) person in a single occurrence and in an amount not less than \$2,000,000.00 for all claims arising out of a single occurrence or \$300,000.00 for any one (1) owner for property damage.
- c. If blasting is required the Contractor shall be required to obtain and furnish copies to the City prior to blasting a certificate of blasting coverage properly executed extending property damage coverage to blasting claims with limits of \$2,000,000.
- d. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of \$2,000,000.00 for all claims arising out of a single accident or occurrence and \$300,000.00 for any one (1) person in a single accident or occurrence.
- e. Owner's and Contractor's Protective Liability Insurance naming the City as an insured. The policy shall be for the same limits as the Contractor's Public Liability and Property Damage Insurance, and shall be underwritten by the same company.

6. This Agreement contains the entire understanding between the parties and supercedes any prior understandings and agreements between them respecting the subject matter of this Agreement. All amendments to this Agreement shall be in writing.

7. This Agreement embodies the entire agreement between the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement supercedes all previous communications, representations, or agreements, either verbal or written, between the parties. This Agreement can only be modified in writing, signed by both parties, and approved by the City with passage of an ordinance approving the modification, addendum or amendment.

8. The codes and regulations of the City of Willard shall take precedence over the terms of this agreement.

9. This Agreement shall inure to the benefit and be binding upon and enforceable by the Developer and City and their respective legal representatives, successors and assigns and shall run with the land. This document evidencing such obligation shall be recorded in the Office of the Recorder of Deeds, in Greene County, Missouri.

10. This Agreement shall be deemed entered into in Greene County, Missouri. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The parties further agree that this Agreement and any section thereof shall not

be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

IN WITNESS WHEREOF the parties have caused this instrument to be duly executed the date first written above.

DEVELOPER

Four Corners Development, LLC

By: J. Douglas Hamilton

STATE OF MISSOURI)
) SS.
COUNTY OF GREENE)

On this _____ day of _____, 2017, before me appeared _____, to me personally known, who being by me duly sworn did say that (s)he is the _____ of Four Corners Development, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company, and (s)he acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

CITY OF WILLARD

City Administrator

Attest: City Clerk

Approved as to Form:

City Attorney

EXHIBIT 1

A TRACT OF LAND IN PART OF THE NORTH HALF (N1/2) OF LOT ONE (1) AND THE NORTH HALF (N1/2) OF LOT TWO (2) OF THE SOUTHWEST FRACTIONAL QUARTER (SWFRL1/4) OF SECTION 31, TOWNSHIP 30 NORTH, RANGE 22 WEST, ALL IN WILLARD, GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION THIRTY-ONE (31); MARKED BY A 5/8-INCH IRON PIN; THENCE SOUTH 88°19'22" EAST, 870.30 FEET ALONG THE NORTH LINE OF SAID SW FRACTIONAL 1/4; THENCE LEAVING SAID NORTH LINE, SOUTH 02°09'42" WEST, 26.84 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF HUGHES ROAD FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH 02°09'42" WEST, 649.22 FEET; THENCE SOUTH 87°51'00" EAST, 861.43 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF HIGHWAY 160; THENCE ALONG SAID RIGHT-OF-WAY ALONG A NON-TANGENTIAL CURVE TO THE LEFT, RADIUS OF 7464.44 FEET, ARC DISTANCE OF 435.51 FEET, WITH A CHORD BEARING OF NORTH 30°13'58" WEST; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING 3 COURSES, NORTH 07°03'18" WEST, 117.19 FEET; NORTH 32°42'54" WEST, 349.81 FEET; NORTH 82°56'11" WEST, 101.59 FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY OF HUGHES ROAD; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY ALONG A NON-TANGENTIAL CURVE TO THE RIGHT, RADIUS OF 803.94 FEET, ARC DISTANCE OF 336.88 FEET, WITH A CHORD BEARING OF SOUTH 69°17'23" WEST TO THE POINT OF BEGINNING.

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 bid for the resurfacing of Hunt Road and Farm Road 103.

Sponsored by the **Director of Public Works.**

**City of Willard
Board of Aldermen Meeting**

Agenda Item Staff Report and Back-up

1. Title of Item: Discussion/vote to accept bid for resurfacing of Hunt Road and Farm Road 103.

Initiated by: Director of Public Works

1. Description and Objective of item: Sealed bids were received for the resurfacing of Hunt Road and Farm Road 103.

2. Previous Board Action: None

3. Options: Approve Staff's recommendation for bid.

4. Financial impact; Source of funds: Budgeted funds for projects in Streets Budget.

5. Staff analysis / recommendations: Staff will present recommendation at Meeting.

HUNT ROAD AND FARM ROAD 103 RESURFACING BID OPENING:**LEO JOURNAGAN CONSTRUCTION CO. INC.**

ITEM	Est QTY	BID SCHEDULE DESCRIPTION	UNIT PRICE	EXTENSION
1.0	844 SY	Cold Milling to 2" or less	\$ <u>3.00</u> /SY	\$ <u>2,532.00</u>
2.0	618 LF	Cold Milled Headers	\$ <u>30.53</u> /LF	\$ <u>18,867.54</u>
3.0	794 SY	Asphalt Pavement Repair	\$ <u>110.43</u> /SY	\$ <u>87,681.42</u>
4.0	1 Ton	Plant Mix Bituminous Base	\$ <u>150.00</u> /Ton	\$ <u>150.00</u>
5.0	4,544 Tons	Plant Mix Bituminous Pavement (BP-1)	\$ <u>57.36</u> /Ton	\$ <u>260,643.84</u>
TOTAL ESTIMATED BID			\$ <u>369,874.80</u>	

List all subcontractors and the portion of the work to be subcontracted:

NONE

BLEVINS ASPHALT CONSTRUCTION CO. INC.

ITEM	Est QTY	BID SCHEDULE DESCRIPTION	UNIT PRICE	EXTENSION
1.0	844 SY	Cold Milling to 2" or less	\$ <u>5.85</u> /SY	\$ <u>4,937.40</u>
2.0	618 LF	Cold Milled Headers	\$ <u>12.15</u> /LF	\$ <u>7,508.70</u>
3.0	794 SY	Asphalt Pavement Repair	\$ <u>36.85</u> /SY	\$ <u>29,258.90</u>
4.0	1 Ton	Plant Mix Bituminous Base	\$ <u>103.00</u> /Ton	\$ <u>103.00</u>

5.0	4,544 Tons	Plant Mix Bituminous Pavement (BP-1)	\$ <u>47.15</u> /Ton	\$ <u>214,249.60</u>
TOTAL ESTIMATED BID			\$ <u>256,057.60</u>	

List all subcontractors and the portion of the work to be subcontracted:

NONE

APAC CENTRAL, INC.

ITEM	Est QTY	BID SCHEDULE DESCRIPTION	UNIT PRICE	EXTENSION
1.0	844 SY	Cold Milling to 2" or less	\$ <u>13.20</u> /SY	\$ <u>11,140.80</u>
2.0	618 LF	Cold Milled Headers	\$ <u>7.90</u> /LF	\$ <u>4,882.20</u>
3.0	794 SY	Asphalt Pavement Repair	\$ <u>59.30</u> /SY	\$ <u>47,084.20</u>
4.0	1 Ton	Plant Mix Bituminous Base	\$ <u>180.00</u> /Ton	\$ <u>180.00</u>
5.0	4,544 Tons	Plant Mix Bituminous Pavement (BP-1)	\$ <u>47.42</u> /Ton	\$ <u>215,476.48</u>
TOTAL ESTIMATED BID			\$ <u>278,763.68</u>	

List all subcontractors and the portion of the work to be subcontracted:

NB WEST – MILLING

AGENDA ITEM # 7

Discussion/Vote to accept bid for emergency backup generators at Regional and "D" Lift Stations.

Sponsored by the **Director of Public Works**.

**City of Willard
Board of Aldermen Meeting**

Agenda Item Staff Report and Back-up

1. Title of Item: Discussion/Vote to accept bid for emergency backup generators at Regional and "D" Lift Stations.

Initiated by: Director of Public Works

1. Description and Objective of item: Bids were received for generators for Regional and "D" Lift Stations.
2. Previous Board Action: None
3. Options: Approve Staff's recommendation for bid.
4. Financial impact; Source of funds: Budgeted funds for projects in Budget.
5. Staff analysis / recommendations: Staff will present recommendation at Meeting.

Emergency Generators @ Regional and D Lift Stations

	Norton Power			Fabick CAT		Cummins S & S		
	Std. Encl.	Lvl. 1 Encl.	Lvl. 2. Encl.	Lvl. 1 Encl.	Lvl. 2. Encl.	Std. Encl.	Lvl. 1 Encl.	Lvl. 2. Encl.
Regional	\$ 55,524	\$ 65,809	\$ 68,174	\$ 85,164	Not quoted	\$ 70,500	\$ 83,000	\$ 86,100
D	\$ 38,253	\$ 41,063	\$ 42,598	\$ 60,638	Not quoted	\$ 52,500	\$ 52,500	\$ 56,100
TOTAL	\$ 93,777	\$ 106,872	\$ 110,772	\$ 145,802	\$ -	\$ 123,000	\$ 135,500	\$ 142,200

Noise Levels:

Regional	82.8 dba @ 7 m	75.8 dba @ 7 m	74.7 dba @ 7 m	No Values Given	92 dba @ 7 m	88 dba @ 7 m	72 dba @ 7 m
D	83.8 dba @ 7 m	81.1 dba @ 7 m	78.6 dba @ 7 m	No Values Given	88.2 dba @ 7 m	88.2 dba @ 7 m	73.1 dba @ 7 m



Norton Power Systems

1203-A Eaglecrest
Nixa, MO 65714
Office: 417-724-9420
Cell: 417-872-9370
Fax: 417-724-9421

DATE: January 30, 2017

TO: City of Willard PO Box 187 Willard, MO 65781

PROJECT: New Generator System – Lift Station D

WITH SOFT START

Quantity 1 – Generac industrial diesel engine driven generator, turbocharged/aftercooled 6 cylinder 6.7L engine, consisting of the following features and accessories:

- SD0130KG176.7D18HPYY3 – 130kW Rating, synchronous alternator, wired for 277/480 VAC 3 Phase, 60 HZ
- Permanent magnet excitation
- 1% voltage regulation
- H-100 Control Panel
- Meets NFPA 99 and 110 requirements
- Temp Range -40 to 70 degrees C
- Digital microprocessor
- Two 4 line x 20 displays, full system status
- 3 phase sensing digital voltage regulation
- RS232, RS485 and Canbus remote ports
- Waterproof connections
- All engine sensors are 4-20ma for minimal interference
- Programmable I/O
- Built-in PLC for special applications
- Engine function monitoring and control
- Full range standby operation? Programmable auto crank, Emergency Stop, Auto-Off-Manual switch
- Isochronous governor
- Full system status on all AC output and engine function parameters
- Service reminders, trending, fault history (alarm log)
- 12T function for full generator protection
- Selectable low-speed exercise
- HTS transfer switch function monitoring and control
- 2-wire start controls for any 2-wire transfer switch
- Electronic governor Frequency regulation, isochronous Steady state regulation +/-0.25%
- 200A UL mainline circuit breaker – THERMAL MAG 80% RATED
- Weather protective enclosure
- Industrial Grey Enclosure, powder paint finish
- Integral critical grade muffler
- 110AH, GRP 31, 925 CCA battery-w/rack installed
- 10A Battery charger-installed
- Battery charging alternator
- Battery cables
- Battery tray
- Fuel shut-off solenoid valve
- Solenoid activated starter motor
- Fuel filter
- Air cleaner and oil filter with internal bypass
- Oil and antifreeze
- Oil and radiator drain extensions
- Vibration isolators between engine/alternator and base frame
- Standard flex exhaust
- Block heater 1500W
- 24" 322 Gal DW Basetank – STD fuel Level Sender w/fuel level indication gauge – UL approved, Emergency Vent
- 120/240V GFCI outlet
- Air Filter Restriction indicator
- EPA and SCAQMD Certified Engine
- Standard set of 3 manuals
- Two (2) year standard warranty

Norton Power Systems

Page 2

Quantity 1 – Automatic Transfer Switch consisting of the following typecode and components:

- GTS020W3K2LDNCN – Rated at 200 amps, 3 pole construction Operating at 60 HZ, 480 Volts 3 phase, with 2-wire start circuit
- Utility voltage sensing controls: Drop-out and pick-up with Utility interrupt delay
- Adjustable logic controls: Minimum standby voltage, Minimum standby frequency, Engine warmup, Inphase monitor, Time delay neutral, Return to utility, Engine cooldown, Transfer on exercise
- Double set of auxiliary contacts
- NEMA 3R Enclosure
- Standard set of 3 manuals
- UL 1008 listed CSA Certified
- Standard 2 Year warranty

Notes: Estimated Delivery: 8-10 weeks ARO
Prices valid for 60 days from above date
FOB: jobsite
Customer to supply fuel

Installation: Vendor to provide

1. Poured concrete pad to said pad
2. Rigging, offloading and setting of equipment
3. Removal of existing 200A manual disconnect and replace with new ATS
4. All associated electrical to complete installation
5. Factory start up and testing after installation is complete

TOTAL LABOR AND MATERIAL \$37,367.00 plus tax if applicable

TERMS AND CONDITIONS

- A. Freight is included.
- B. Payment terms are net thirty days.
- C. This proposal includes only those services and/or repairs specified above. If additional services are required, the additional parts, labor, and material will be done on a time and material basis after customer's approval or quoted separately.

Customer Acceptance: Prior to ordering equipment or services, please sign and return.

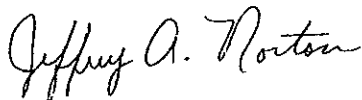
Firm Name: _____ **City of Willard** _____

Accepted by: _____

Printed Name: _____

Title: _____ Date: _____

Respectfully submitted,
Norton Power Systems



Jeffrey A. Norton
President



Norton Power Systems

1203-A Eaglecrest
Nixa, MO 65714
Office: 417-724-9420
Cell: 417-872-9370
Fax: 417-724-9421

DATE: January 30, 2017

TO: City of Willard PO Box 187 Willard, MO 65781

PROJECT: New Generator System – Regional Lift Station

Quantity 1 – Generac industrial diesel engine driven generator, turbocharged/aftercooled 6 cylinder 8.7L engine, consisting of the following features and accessories:

- SD0230KG178.7D18HPYY3 – 230kW Rating, synchronous alternator, wired for 277/480 VAC 3 Phase, 60 HZ
- Permanent magnet excitation
- 1% voltage regulation
- H-100 Control Panel
- Meets NFPA 99 and 110 requirements
- Temp Range -40 to 70 degrees C
- Digital microprocessor
- Two 4 line x 20 displays, full system status
- 3 phase sensing digital voltage regulation
- RS232, RS485 and Canbus remote ports
- Waterproof connections
- All engine sensors are 4-20ma for minimal interference
- Programmable I/O
- Built-in PLC for special applications
- Engine function monitoring and control
- Full range standby operation? Programmable auto crank, Emergency Stop, Auto-Off-Manual switch
- Isochronous governor
- Full system status on all AC output and engine function parameters
- Service reminders, trending, fault history (alarm log)
- 12T function for full generator protection
- Selectable low-speed exercise
- HTS transfer switch function monitoring and control
- 2-wire start controls for any 2-wire transfer switch
- Electronic governor Frequency regulation, isochronous Steady state regulation +/-0.25%
- 400A UL mainline circuit breaker – 80% thermal mag rated
- Weather protective enclosure
- Industrial Grey Enclosure, powder paint finish
- Integral critical grade muffler
- 110AH, GRP 31, 925 CCA battery-w/rack installed
- 10A Battery charger-installed
- Battery charging alternator
- Battery cables
- Battery tray
- Fuel shut-off solenoid valve
- Solenoid activated starter motor
- Fuel filter
- Air cleaner and oil filter with internal bypass
- Oil and antifreeze
- Oil and radiator drain extensions
- Vibration isolators between engine/alternator and base frame
- Standard flex exhaust
- Block heater 2000W – 240V
- 36" 589 Gal DW Basetank – STD fuel Level Sender w/fuel level indication gauge – UL approved, Emergency Vent
- 120/240V GFCI outlet
- Air Filter Restriction indicator
- EPA and SCAQMD Certified Engine
- Standard set of 3 manuals
- Two (2) year standard warranty

Norton Power Systems

Page 2

Quantity 1 – Automatic Transfer Switch consisting of the following typecode and components:

- GTS040W3K2LDNCN – Rated at 400 amps, 3 pole construction Operating at 60 HZ, 480 Volts 3 phase, with 2-wire start circuit
- Utility voltage sensing controls: Drop-out and pick-up with Utility interrupt delay
- Adjustable logic controls: Minimum standby voltage, Minimum standby frequency, Engine warmup, Inphase monitor, Time delay neutral, Return to utility, Engine cooldown, Transfer on exercise
- Double set of auxiliary contacts
- NEMA 3R Enclosure
- Standard set of 3 manuals
- UL 1008 listed CSA Certified
- Standard 2 Year warranty

Notes: Estimated Delivery: 8-10 weeks ARO
Prices valid for 60 days from above date
FOB: jobsite
Customer to supply fuel

Installation: Vendor to provide 1. Poured concrete pad to said pad
2. Rigging, offloading and setting of equipment
3. All associated electrical to complete installation
4. Factory start up and testing after installation is complete

TOTAL LABOR AND MATERIAL \$53,904.00 plus tax if applicable

TERMS AND CONDITIONS

- A. Freight is included.
- B. Payment terms are net thirty days.
- C. This proposal includes only those services and/or repairs specified above. If additional services are required, the additional parts, labor, and material will be done on a time and material basis after customer's approval or quoted separately.

Customer Acceptance: Prior to ordering equipment or services, please sign and return.

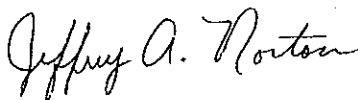
Firm Name: City of Willard

Accepted by: _____

Printed Name: _____

Title: _____ Date: _____

Respectfully submitted,
Norton Power Systems



Jeffrey A. Norton
President

Our energy working for you.™



Quotation

Cummins Sales and Service

Direct: 816.414.8284

February 15, 2017

Project Name: Willard Lift Stations

Quotation: 368

Thank you for your inquiry. We are pleased to quote as follows:

Does not include sales tax.

All required permits by others.

Any required fences/blocking walls by others.

Quoting a Weather housed Genset w/ sound attenuated options.

USD

Item	Description	Qty
	<u>250kW OPTION FOR D Site</u>	
US-Stat	U.S. EPA, Stationary Emergency Application	1
250DQDAA	Cummins Genset-Diesel,60Hz,250kW	1
A331-2	Duty Rating-Standby Power	1
L228-2	Certification-Seismic, IBC2000, IBC2003, IBC2006, IBC2009, IBC2012	1
L169-2	Emissions Certification, EPA, Tier 3, NSPS CI Stationary Emergency	1
F183-2	Enclosure-Steel,Weather Prot,w/ExhSys,Res Muffler (92dba@7m under full load)	1
R002-2	Voltage-277/480,3 Phase,Wye,4 Wire	1
B246-2	Alternator-60 Hz, 12 Lead, Limited Range, 125/105C	1
H643-2	Generator Set Control-PCC 2100	1
B184-2	Exciter/Regulator-PMG, 3 Phase Sensor	1
A366-2	Engine Governor-Electronic, Isochronous Only	1
H536-2	Display Language-English	1
H720-2	AmpSentry™ Protective Relay	1
H605-2	Display-Control,Graphical	1
K796-2	Stop Switch-Emergency	1
H606-2	Meters-AC Output,Analog	1
H679-2	Control Mounting-Front Facing	1
KU94-2	CB or EB or TB-Right Only	1
KU06-2	CirBrkr-400A,Right,3P,600/690V,SS RMS,80%,UL/IEC	1
KB72-2	CB or EB or TB-Bottom Entry, Right	1
C127-2	Separator-Fuel/Water	1
A334-2	Engine Starter-24 VDC Motor	1
A333-2	Battery Charging Alternator-Normal Output	1
E125-2	Engine Cooling-High Ambient Air Temperature (50C)	1
H389-2	Shutdown-Low Coolant Level	1
H669-2	Engine Coolant-50% Antifreeze, 50% Water Mixture	1
H036-2	Coolant Heater-120 Volt Ac, Single Phase	1
D041-2	Engine Air Cleaner-Normal Duty	1
H706-2	Engine Oil	1
L028-2	Genset Warranty- Base (2yrs/400hrs includes parts, travel and labor)	1
300-5929-02	Remote Annunciator - (RS485)	1
Misc	Start Up Services includes single trip by certified Cummins Technician for genset commissioning. Will use building load to test system.	1

Payment terms are net 30 days upon approved credit unless otherwise agreed upon by buyer and seller in writing. All payments to be made via wire transfer or approved check. If credit payment card is preferred, add 3% to the quoted price. Retainers are not accepted without prior written approval.

A service charge of 1.5% per month (effective APR 19.6%) will be charged on all past due accounts.

Should Buyer cancel the purchase agreement without Seller's written consent, Seller may, at his option, recover from buyer a cancellation charge of not less than 20% of the purchase price.

Those orders that are ready for shipment but cannot be delivered for reasons such as job site delay, credit holds, equipment held at customer's request for consolidation or pick-up, etc., will be assessed a 2% per month storage charge, starting 10 days after the scheduled ship date. Storage will be provided for up to 3 months at which time the order will be subject to cancellation, with the appropriate cancellation charges applied.

Any person or companies supplying labor or materials for this improvement to the property may file a lien against the property if that person or company is not paid for the contributions. You have the right to directly pay persons who have supplied labor or materials for the improvement. You have the right to request a lien waiver for all amounts paid.

Cummins Goods (Goods) purchased are accompanied by an express written manufacturer's warranty and is the only warranty offered on the Goods. The copies of all warranties applicable to the Goods offered for sale by Seller are available to Buyer upon request. The warranty start date is the date of initial start-up or 18 months from delivery, whichever is sooner. Other limited warranties apply for select parts and accessories as defined by the respective component manufacturer's limited warranties.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE LOSS OR DAMAGE OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, PROPERTY DAMAGE, LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT), LOSS OF REVENUE, DAMAGE TO GOODWILL, ENHANCED DAMAGES, AND/OR MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY) HOWSOEVER CAUSED ARISING FROM THIS CONTRACT OF SALE OR THE USE OF GOODS. WITHOUT PREJUDICE TO ANY OF THE FOREGOING, THE SOLE AND EXCLUSIVE LIABILITY OF CUMMINS ON ANY CLAIM FOR LOSS OR LIABILITY ARISING OUT OF OR CONNECTED WITH ANY ORDER, OR THE MANUFACTURE, SALES, DELIVERY, RESALE OR USE OF ANY GOODS COVERED BY ANY SUCH ORDER (INCLUDING, BUT NOT LIMITED TO, LOSS OR LIABILITY ARISING FROM BREACH OF CONTRACT) SHALL, BE LIMITED TO THE TERMS OF THE WARRANTY.

Signature

Date

Title

Our energy working for you.™



Quotation

Cummins Sales and Service

Direct: 816.414.8284

February 15, 2017

Project Name: Willard Lift Stations LS Site

Quotation: 30645

Thank you for your inquiry. We are pleased to quote as follows:

Does not include taxes.

All required permits by others.

Any required fences/blocking walls by others.

Quoting Weather Housing w/ Sound Attenuated Options.

USD

Item	Description	Qty
US-Stat	U.S. EPA, Stationary Emergency Application	1
150DSGAC	Cummins Genset-Diesel,60Hz,150kW	1
A331-2	Duty Rating-Standby Power	1
L090-2	Listing-UL 2200	1
L228-2	Certification-Seismic, IBC2000, IBC2003, IBC2006, IBC2009, IBC2012	1
L169-2	Emissions Certification, EPA, Tier 3, NSPS CI Stationary Emergency	1
F173-2	Enclosure-Steel,Weather Housing ,w/ExhSys (88.2 dba under full load @7m)	1
R002-2	Voltage-277/480,3 Phase,Wye,4 Wire	1
B246-2	Alternator-60 Hz, 12 Lead, Limited Range, 125/105C	1
H700-2	Generator Set Control-PowerCommand 1.1	1
B184-2	Exciter/Regulator-PMG, 3 Phase Sensor	1
A366-2	Engine Governor-Electronic, Isochronous Only	1
H536-2	Display Language-English	1
H609-2	Control Mounting-Left Facing	1
H606-2	Meters-AC Output,Analog	1
K796-2	Stop Switch-Emergency	1
KU93-2	CB or EB or TB-Left Only	1
KT79-2	CircuitBreaker-225A,Left,3P,600/525V,TM,80% UL/IEC	1
KB73-2	CB or EB or TB-Bottom Entry, Left	1
L163-2	Listing, ULC-S601-07	1
F206-2	Wind Rating-150 MPH,Steel Housing	1
C259-2	Fuel Tank-Dual Wall Subset, 24 Hour Capacity	1
C127-2	Separator-Fuel/Water	1
H574-2	Warning-Fuel in Rupture Basin	1
A422-2	Engine Starter - 12 VDC Motor	1
A333-2	Battery Charging Alternator-Normal Output	1
E125-2	Engine Cooling-High Ambient Air Temperature (50C)	1
H389-2	Shutdown-Low Coolant Level	1
E089-2	Extension-Engine Coolant Drain	1
H669-2	Engine Coolant-50% Antifreeze, 50% Water Mixture	1
H036-2	Coolant Heater-120 Volt Ac, Single Phase	1
D036-2	Engine Air Cleaner-Heavy Duty	1
H706-2	Engine Oil	1
L028-2	Genset Warranty- Base (2yrs/400hrs includes parts, labor and mileage)	1
F065-2	Rack-Battery	1

Genset Delivery is expected to be 8-10 weeks after receipt of approved submittal drawings.
ATS Delivery is expected to be 6-8 weeks after receipt of approved submittal drawings

Payment terms are net 30 days upon approved credit unless otherwise agreed upon by buyer and seller in writing. All payments to be made via wire transfer or approved check. If credit payment card is preferred, add 3% to the quoted price. Retainers are not accepted without prior written approval.

A service charge of 1.5% per month (effective APR 19.6%) will be charged on all past due accounts.

Should Buyer cancel the purchase agreement without Seller's written consent, Seller may, at his option, recover from buyer a cancellation charge of not less than 20% of the purchase price.

Those orders that are ready for shipment but cannot be delivered for reasons such as job site delay, credit holds, equipment held at customer's request for consolidation or pick-up, etc., will be assessed a 2% per month storage charge, starting 10 days after the scheduled ship date. Storage will be provided for up to 3 months at which time the order will be subject to cancellation, with the appropriate cancellation charges applied.

Any person or companies supplying labor or materials for this improvement to the property may file a lien against the property if that person or company is not paid for the contributions. You have the right to directly pay persons who have supplied labor or materials for the improvement. You have the right to request a lien waiver for all amounts paid.

Cummins Goods (Goods) purchased are accompanied by an express written manufacturer's warranty and is the only warranty offered on the Goods. The copies of all warranties applicable to the Goods offered for sale by Seller are available to Buyer upon request. The warranty start date is the date of initial start-up or 18 months from delivery, whichever is sooner. Other limited warranties apply for select parts and accessories as defined by the respective component manufacturer's limited warranties.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE LOSS OR DAMAGE OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, PROPERTY DAMAGE, LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT), LOSS OF REVENUE, DAMAGE TO GOODWILL, ENHANCED DAMAGES, AND/OR MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY) HOWSOEVER CAUSED ARISING FROM THIS CONTRACT OF SALE OR THE USE OF GOODS. WITHOUT PREJUDICE TO ANY OF THE FOREGOING, THE SOLE AND EXCLUSIVE LIABILITY OF CUMMINS ON ANY CLAIM FOR LOSS OR LIABILITY ARISING OUT OF OR CONNECTED WITH ANY ORDER, OR THE MANUFACTURE, SALES, DELIVERY, RESALE OR USE OF ANY GOODS COVERED BY ANY SUCH ORDER (INCLUDING, BUT NOT LIMITED TO, LOSS OR LIABILITY ARISING FROM BREACH OF CONTRACT) SHALL, BE LIMITED TO THE TERMS OF THE WARRANTY.

Signature

Date

Title



Fabick Power Systems, Inc
101 Fabick Dr
St Louis Mo 63026
636-349-5500 tel
636-349-5951 fax

Date: 2/1/2017
Quote #: 30240995

RE: Willard Pump stations

To: City of Willard

Attn: Dave O'Conner

FABICK POWER SYSTEMS is pleased to present the following proposal in accordance with specifications as CATERPILLAR equipment. Resulting orders are subject to the terms and conditions on the reverse side hereof for acceptance within 45 days.

Terms: Net upon invoice. Taxes are NOT included in quote.

Emergency Standby Diesel Electric Generator set
480 Volts AC, 3 Phase, 60 Hz.
Skid-mounted, radiator-cooled, with controls, electric starting and circuit breaker.

Quotation Price:

Station D 150kW at 54% load \$60,638

Regional 200kW at 82% load \$66,771

Regional 250kW at 66% load \$85,164

Included: Freight to local jobsite.
Start-Up inspection with test

- (1) One owner training and manual
- (2) Two year factory standard warranty

Ship: Approximately 10 weeks
** Some items may be shipped loose as required.

Description
EPA STATIONARY EMERGENCY
UL2200 Listing and CSA Cert
60Hz 3PH 480/277v
EMCP4.2 Common Control Panel
L1 Sound Attenuated Enclosure
Sub Base Tank (150 or 200kW 402 gallons) (250kW 660 gallons)
Local Alarm Horn c/w mute
Low Coolant temp alarm 69/80F
Coolant Heater(90/130F)
IVR12 Permanent magnet
ADEM Governor
AIR CLEANER
Breaker (Station D 200 amps) (Regional 400 amps)
Lead Acid Battery WET
Battery Charger - 10 Amp NFPA
Factory Test Report
Automatic transfer switch, delay neutral, 3 pole, NEMA 3R enclosure with heater, (Station D 200 amp service entrance rated) (Regional 400 amp)
Installation of generator including, excavation, concrete pad, unloading, electrical work, initial fill of fuel, control modification to allow time delay pump start and permit

Notes:

Pricing is per contract purchasing guidelines either NIPA or NJPA

Add \$3,521 to replace the utility disconnect at the regional pump station.

Fabick Power Systems, Inc.



Terry Milam
Territory Manager
417-827-0426-
terry.milam@fabickcat.com

TERMS AND CONDITIONS

This order is subject to the following terms and conditions:

1. The Seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
2. This order when accepted by Seller shall become a binding contract, but shall be subject to strikes, lockouts, accidents, fire, delays in manufacture or transportation, acts of God, embargoes, or Governmental action and any other causes beyond the control of the Seller whether the same as, or different from the matters and things hereinbefore specifically enumerated, and any of said causes shall absolutely absolve the Seller from any liability to the purchaser under the terms hereof.
3. Title to the machine(s) being purchased shall remain in the name of Seller until the purchase price is fully paid, and release of the machine(s) to Purchaser for demonstration or as an accommodation shall not transfer title until payment for the machine is received. In the event of nonpayment, receipt of insufficient funds check, stop payment order, or other failure to pay agreed consideration, customer agrees that it is leasing any to be purchased machine in its possession or control at Fabick's daily rental rate from date of possession until return of possession to Fabick, and subject to Fabick's standard Rental Terms, which are incorporated herein by reference. In the event of default, Fabick shall be entitled to its costs of collection or repossession, including reasonable attorneys' fees and 18% per annum interest on delinquent payment.
4. The Seller's responsibility for shipment ceases upon delivery to the transportation company at Seller's place of business, or manufacturer's place of business if direct shipped to Purchaser, and any and all Risk of Loss for in transit damage, delay claims or shortages after such delivery is at Purchaser's risk (not Seller's risk) and claims shall be made by Purchaser to the transportation company. Purchaser agrees to acquire insurance on the machine prior to shipment.
5. Upon receipt of possession, Purchaser shall immediately inspect the machine(s) for non-compliance with terms of purchase, pre-transit damage, shortage claims, or any other claim against Seller, and shall immediately notify Seller of any such claims in writing, and shall be deemed to have accepted the machine in its as is condition if no written claim is made within fifteen days of receipt of possession, which the parties agree is a commercially reasonable period for inspection.
6. Upon acceptance by Seller, this contract contains all terms and conditions of purchase, and prior negotiations, different terms, or representations are superseded by the terms of this contract. Seller is not bound by any representation or term made or allegedly made by any agent or employee of Seller which is not expressly set forth in this contract.
7. Purchaser is buying the machines or goods herein subject to the manufacturer's warranty, if any. Seller **DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE**. Purchaser assumes the risk of damage and/or injury from use or operation of the machines or goods, both personal injury and property or casualty damage, suffered or sustained in the operation thereof, and agrees to hold Seller harmless therefrom. Purchaser waives and holds Seller harmless from any and all claims in connection with delays, lost profits, consequential damages, and incidental damages. All used machines or goods being purchased are sold "as is" without any warranty, express or implied (except Seller warrants title), unless said warranty is set forth on page 1 of this contract in the section entitled **WARRANTY ON EQUIPMENT EXTENDED BY SELLER, USED EQUIPMENT** and is signed or initialed by both of the parties hereto.
8. New Caterpillar Products (to include machines, engines, attachments and parts manufactured by Caterpillar Tractor Co.), are warranted by Caterpillar as set forth in Caterpillar Warranty forms, which the Purchaser has reviewed and accepts in lieu of any and all warranties by the Seller, whether express or implied. All non-Caterpillar new products being purchased including machines, engines, attachments and parts are subject to their Manufacturer's Warranty, if any, which the buyer has reviewed and accepts in lieu of any and all warranties by the Seller, whether express or implied.
9. To the extent applicable, the contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

AGENDA ITEM # 8

Discussion/Vote to accept bid for Parks Department to Truck purchase.

Sponsored by the Director of Parks.

**City of Willard
Board of Aldermen Meeting**

Agenda Item Staff Report and Back-up

Title of Item: Parks Truck Purchase

Initiated by: Parks Director / J.C. Loveland

1. **Description and Objective of item:** 2013 F-250 4x4 Ford with a utility bed
2. **Previous Board Action:** Approved \$26,000 for a truck in the 2017 budget.
3. **Options:** Approve the final purchase of the truck listed.
4. **Financial impact; Source of funds:** Per the mayor's recommendation we put \$1,000 deposit to hold the truck for the BOA meeting. We will owe \$21,000 more to purchase the truck.
5. **Staff analysis / recommendations:**

Purchase truck as presented


wheelerauto.com
 "YOUR WORK TRUCK DEALER"

7810 E. St. Louis Street • Springfield, MO 65802 • 417.880.2000

PURCHASE AGREEMENT

 STOCK NO. P5270

DATE _____

 SALESMAN SCOTT

 PURCHASER City of Willard Address P.O. Box 187

 CITY Willard STATE MO ZIP 65781 PHONE 417-880-7887

 I hereby agree to purchase, under the terms and conditions specified, the following: NEW USED YEAR 2013

 MAKE Ford MODEL F250 EXTERIOR White INTERIOR Gray

 VIN 1FDBF2B66DEB63986 MILEAGE 107301

LIEN HOLDER _____ Address _____

DESCRIPTION OF TRADE-IN	SALE PRICE	\$22,000.00
YEAR _____ MAKE _____	TRADE ALLOWANCE -	
MODEL _____ MILEAGE _____	TOTAL PURCHASE AMOUNT	\$22,000.00
VIN _____ EXT _____	TRADE PAYOFF +	
LIEN HOLDER _____	EXTENDED WARRANTY	
Address _____	LICENSE FEE	
All Equipment (including wheels and tires) as appraised on my trade, as well as the condition, will remain the same, and the only existing material defects known to me on the motor vehicle that is being traded in to the dealer are (if NONE so state):	TITLE FEE	
	ADMINISTRATION FEE	
	SALES TAX	
	INVENTORY TAX	
	TRANSPORTATION	
	DOWN PAYMENT	
	TOTAL BALANCE DUE	\$22,000.00

FACTORY WARRANTY: ANY WARRANTY ON ANY NEW VEHICLE OR USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY IS THAT MADE BY THE MANUFACTURER ONLY. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE

USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY: THE VEHICLE LISTED ON THIS CONTRACT IS SOLD "AS-IS - NOT EXPRESSLY WARRANTED OR GUARANTEED" AND THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES OR AUTHORIZES ANY PERSON TO ASSUME FOR IT LIABILITY IN CONNECTION WITH THE SALE OF THIS VEHICLE. IF THE SELLING DEALER ISSUES A WRITTEN EXPRESS WARRANTY OR THERE REMAINS A PART OF THE MANUFACTURER'S WARRANTY WHICH HAS NOT EXPIRED ACCORDING TO ITS TERMS, OR IF A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY THE SELLING DEALER TO THE PURCHASER, THIS PROVISION DOES NOT APPLY.

THE FRONT AND BACK SIDE OF THIS ORDER COMPRISE THE ENTIRE AGREEMENT AFFECTING THIS PURCHASE AND NO OTHER AGREEMENT OR UNDERSTANDING OF ANY NATURE CONCERNING SAME HAS BEEN MADE OR ENTERED INTO OR WILL BE RECOGNIZED. I HEREBY CERTIFY THAT NO CREDIT HAS BEEN EXTENDED TO ME FOR THE PURCHASE OF THIS MOTOR VEHICLE EXCEPT AS APPEARS IN WRITING ON THE FACE OF THIS AGREEMENT. I HAVE READ THE MATTER PRINTED ON THE BACK HEREOF AND AGREE TO IT AS PART OF THIS PURCHASE AGREEMENT THE SAME AS IF IT WERE PRINTED ABOVE MY SIGNATURE. I CERTIFY THAT I AM OF LEGAL AGE AND HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS PURCHASE AGREEMENT.

ACCEPTED BY: _____

PURCHASER'S SIGNATURE

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

Discussion/Vote to approve Empire Electric Streetlight Contract for new light.

a. Miller Farm Park

Sponsored by the Director of Parks.

**City of Willard
Board of Aldermen Meeting**

Agenda Item Staff Report and Back-up

Title of Item: Street / Parking Lot Lights for Miller Farm Park

Initiated by: Parks Director / J.C. Loveland

1. Description and Objective of item: Lighting that will light up the street / Parking lot at Miller Farm Park. Empire electric will put in the lights and maintain them just like any other street light in town.

2. Previous Board Action: N/A

3. Options: Attached are two options for different street lights.

4. Financial impact; Source of funds:

- \$47.48 per month electric fee
- \$51.87 per month electric fee

5. Staff analysis / recommendations:

Staff recommendation is the mongoose lights.

THE EMPIRE DISTRICT ELECTRIC COMPANY***Request for Change in Street Lighting Service***

Missouri and Arkansas

Pursuant to a Resolution adopted by the governing body of the **CITY OF WILLARD** hereinafter called CITY, TOWN, OR VILLAGE, on the
 21 day of Mar-2017 THE EMPIRE DISTRICT ELECTRIC COMPANY, hereinafter called COMPANY, is hereby requested to make the
 following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called
 AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
INST	MILLER CITY PARK HUNT ROAD SOUTH OF BECKY STREET UFLIDS 722300, 722301	27500L HPS FL SL	2	\$271.82		\$3,310.13	
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$271.82	\$0.00	\$3,310.13	\$0.00
A Annual Energy Charge for this Request (Install minus Remove)				\$271.82			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$3,310.13	

The CITY agrees that the AGREEMENT shall be amended as follows

C	Total Facility Usage Charge for this Request (Total Line B)	\$3,310.13
D	Annual Facility Usage Charge to Customer for this Request (Total Line C X .09%)	\$297.91
E	Annual Energy Charge for this Request (Total Line A)	\$271.82
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$569.73
G	Monthly Increase/Decrease to be Paid by Customer for this Request (Total Line F divided by 12 months)	\$47.48

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed.

Executed at _____ this _____ day of _____

(SEAL)

ATTEST:

CLERK

By

MAYOR OR BOARD CHAIRMAN

ACCEPTANCE

THE EMPIRE DISTRICT ELECTRIC COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

MERCURY VAPOR LIGHTS	HIGH PRESSURE SODIUM LIGHTS	METAL HALIDE LIGHTS
4,000L - Incand	6,000L - 70W	12,000L - 175W
7,000L - 175W	16,000L - 150W	20,500L - 250W
11,000L - 250W	27,500L - 250W	36,000L - 400W
20,000L - 400W	50,000L - 400W	110,000L - 1,000W
53,000L - 1,000W	130,000L - 1,000W	

Empire Representative Completing Contract

RICK WINGENDER

EDE USE	CER#	MAXIMO 755427	ORDER #	COMPLETED
CURRENT INVESTMENT CHARGE			ANNUAL FACILITY USAGE CHARGE	ACCUMULATIVE INVESTMENT CHARGE

THE EMPIRE DISTRICT ELECTRIC COMPANY

Executed at Joplin, Mo this _____ day of _____ By _____
 (VICE PRESIDENT)

THE EMPIRE DISTRICT ELECTRIC COMPANY

Request for Change in Street Lighting Service

Missouri and Arkansas

Pursuant to a Resolution adopted by the governing body of the **City of Willard, Mo.** hereinafter called CITY, TOWN, OR VILLAGE, on the 21st day of **March, 2017** THE EMPIRE DISTRICT ELECTRIC COMPANY, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	MILLER CITY PARK HUNT ROAD SOUTH OF BECKY STREET UFLIDS 722300, 722301	27,500L 250W HPS Mongoose w/bracket	2	\$271.82		\$3,896.44	
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$271.82	\$0.00	\$3,896.44	\$0.00
A Annual Energy Charge for this Request (Install minus Remove)				\$271.82			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$3,896.44	

The CITY agrees that the AGREEMENT shall be amended as follows

C	Total Facility Usage Charge for this Request (Total Line B)	\$3,896.44
D	Annual Facility Usage Charge to Customer for this Request (Total Line C X 9%)	\$350.68
E	Annual Energy Charge for this Request (Total Line A)	\$271.82
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$622.50
G	Monthly Increase/Decrease to be Paid by Customer for this Request (Total Line F divided by 12 months)	\$51.87

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed.

Executed at _____ this _____ day of _____

(SEAL)

ATTEST:

By _____

CLERK

MAYOR OR BOARD CHAIRMAN

ACCEPTANCE

THE EMPIRE DISTRICT ELECTRIC COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

MERCURY VAPOR LIGHTS	HIGH PRESSURE SODIUM LIGHTS	METAL HALIDE LIGHTS
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11,000L - 250W	27,500L - 250W	36,000L - 400W
20,000L - 400W	50,000L - 400W	110,000L - 1,000W
53,000L - 1,000W	130,000L - 1,000W	

Empire Representative Completing Contract

Rick Wingender

EDE USE WO# 755427
CURRENT INVESTMENT CHARGE

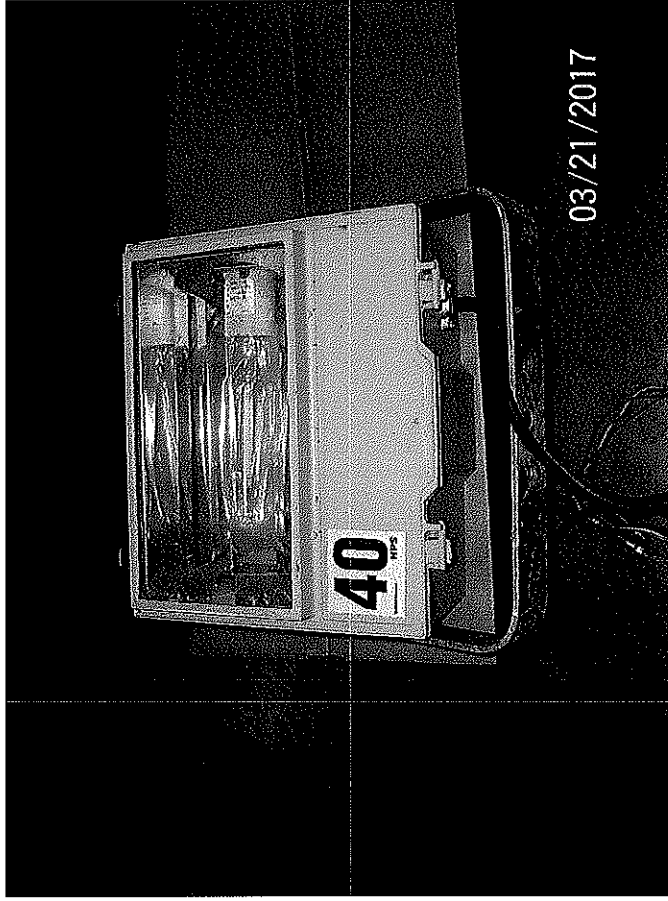
PROJECT # 1002456
ANNUAL FACILITY USAGE CHARGE

COMPLETED
ACCUMULATIVE INVESTMENT CHARGE

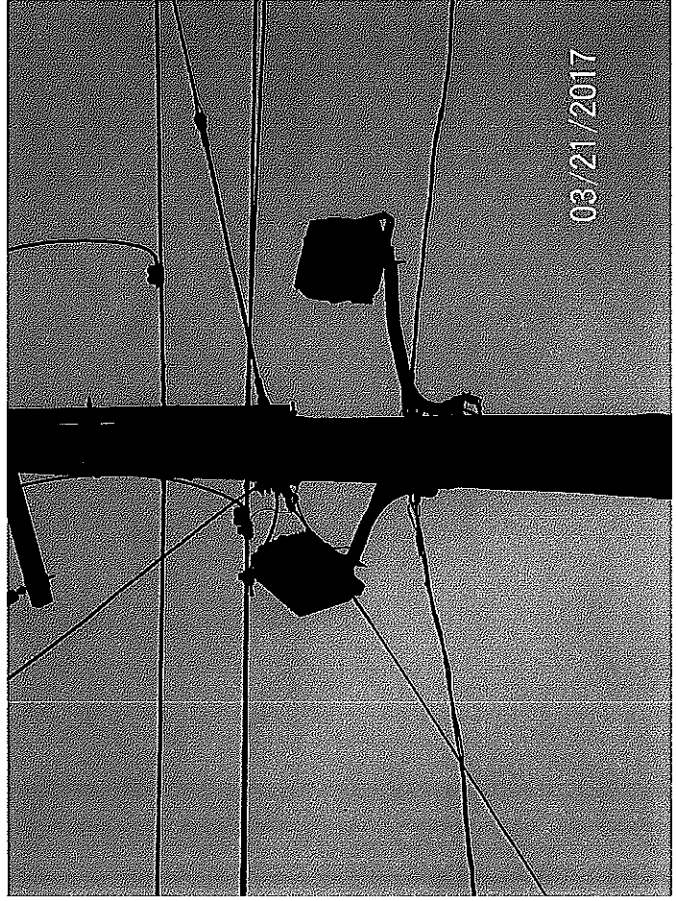
THE EMPIRE DISTRICT ELECTRIC COMPANY

Executed at Joplin, Mo this _____ day of _____ By _____
(VICE PRESIDENT)

Mongoose
↓



Cobra
↓



Mongoose
↑



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

Ordinance amending Section 125.010 Establishing of Municipal Court. (1st Read) Discussion/Vote.

Sponsored by the Court Clerk.

First Reading: 03/27/17

Second Reading: _____

Council Bill No.: 17-11

Ordinance No.: 170327

AN ORDINANCE

AN ORDINANCE APPROVING THE AMENDMENTS TO THE CITY OF WILLARD MUNICIPAL CODE BOOK;
CHAPTER 125: MUNICIPAL COURT

WHEREAS, the Board of Aldermen of the City of Willard, Missouri, has considered the amendments to the Willard Municipal Code Book;

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

Section 1: The City does hereby approve the municipal court amendments as that document attached hereto and incorporated herein by reference as Exhibit "A".

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

READ TWO TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE ____ DAY OF _____, 2017.

APPROVED BY:

MAYOR

ATTEST: _____, City Clerk

Approved as to form: _____, City Attorney

Council Bill No.: 17-11

Ordinance No.: 170327

READ TWO (2) TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN
OF THE CITY OF WILLARD, MISSOURI ON THE ____ DAY OF _____,
2017.

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

2nd READ

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

Section 125.010 **Establishing of Municipal Court.**

A. Pursuant to Sections 479.010, RSMo., et seq., the City of Willard, Missouri, hereby establishes a Municipal Court to be hereafter known as "The Willard Missouri Municipal Court".

B. Court will convene at City Hall in a designated meeting room suitable for conducting Court business and capable of accommodating members of the public wishing to attend.

C. Court will be in regular session starting June 6th, 2006 the first (1st) Tuesday of each month and the third (3rd) Tuesday of each month beginning at 2:00 P.M., **and the second (2nd) Thursday of each month starting at 6:00 p.m.**, and continuing until such time as all cases on the docket have been heard, continued, dismissed or otherwise handled. The Court may set such other times and dates as are necessary to hear any trials or other extraordinary matters.

D. The Municipal Court shall begin hearing cases only after the City gives notice to the Circuit Clerk of Greene County pursuant to Section 479.030.1, RSMo.

AGENDA ITEM # 11

Discussion on Employee Benefits.

Sponsored by Alderman Snider.

When we say, "24/7," we literally mean **anytime, anywhere.**

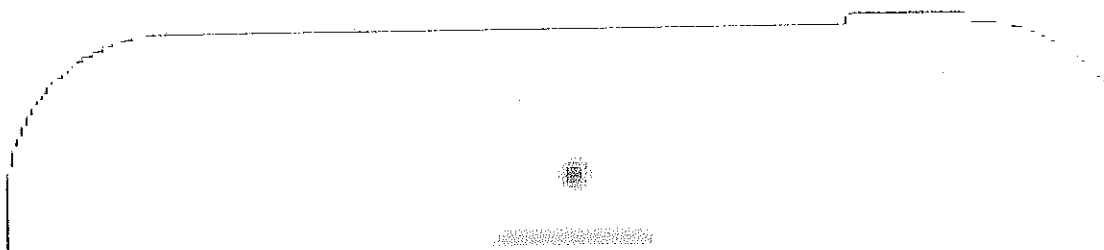
REQUEST DEMO (../REQUEST-DEMO)

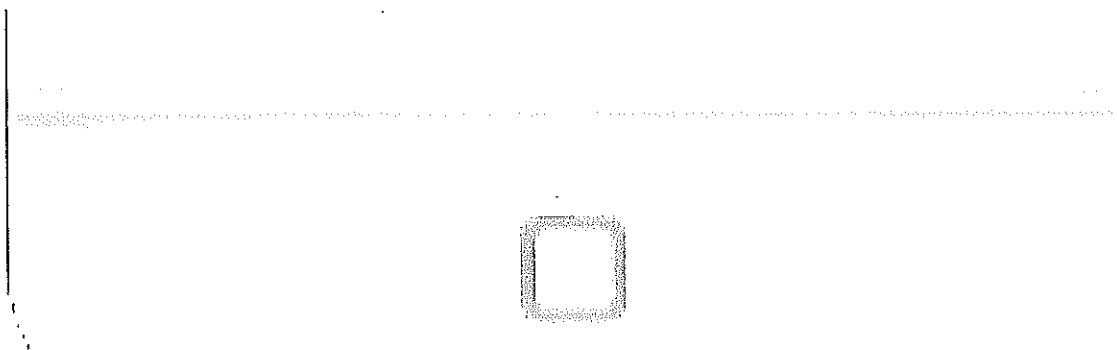
Provide affordable healthcare, **day and night.** People don't get sick on a schedule and it's not always convenient to leave home or work to visit a doctor. Technology-enabled healthcare gives your members access to affordable, convenient, quality healthcare, anytime, from anywhere. That means a physician is always just a call, click or swipe away when they:

- Wake up at 2 a.m. with flu-like symptoms.
- Get a scratchy throat at work but can't afford to leave.
- Feel under the weather during a vacation, on a business trip or away from home.
- Live in a rural area where access to healthcare is limited.

How Teladoc works:

Members can get the care they need within minutes in just a few steps:



**1. Provide medical history**

Health information is provided during account setup, which is reviewed by the physician prior to a consult.

2. Request a consult

The member can connect with the first available physician or schedule an appointment for a convenient time.

3. Talk with the physician

Within minutes, a physician will call back, listen, diagnose the issue and prescribe medication, if medically necessary.

4. Pick up the prescription

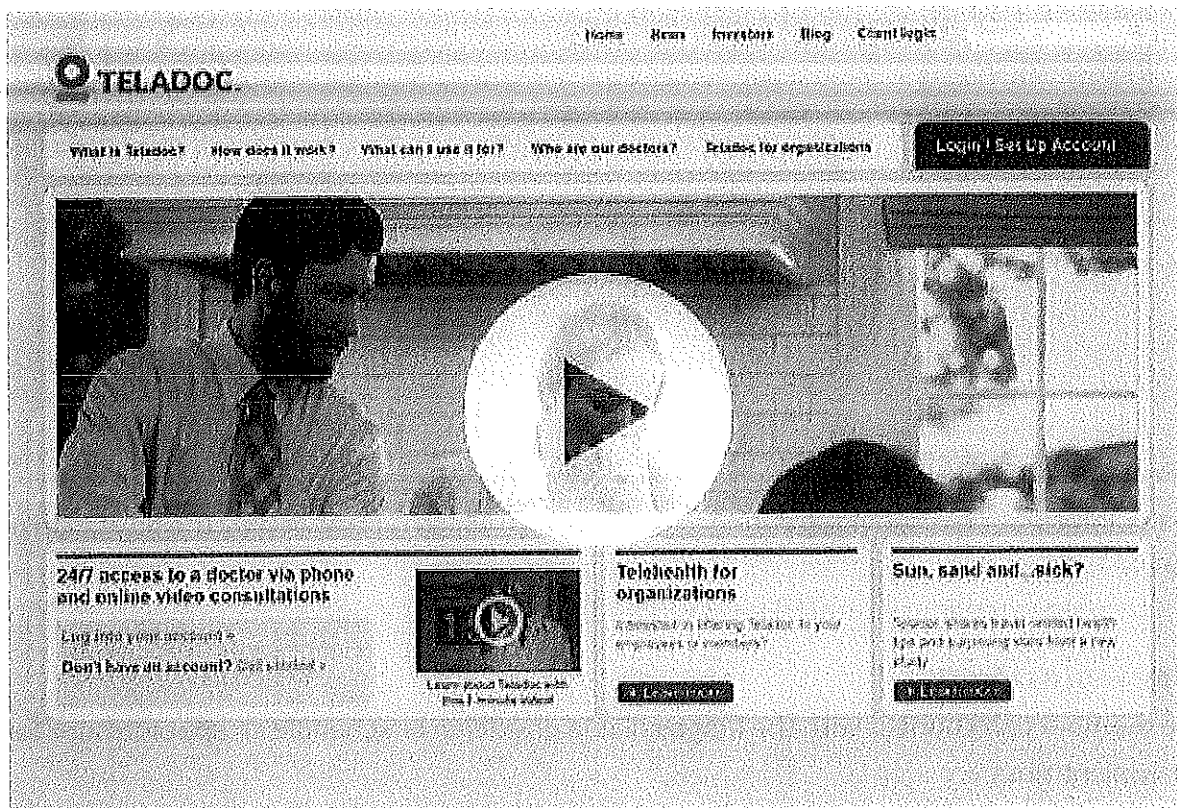
The prescription is sent electronically to a local pharmacy selected by the member.

5. Reconcile the account

Health records are updated, payments are processed, if required, and the member can send consult results to his/her primary care physician.

Video: Teladoc Overview

Watch the video (<http://player.vimeo.com/video/29853062>)



(<http://player.vimeo.com/video/29853062>)

Maintaining **continuity of care.**

Teladoc has seamless integration capabilities that make the experience easy for members, providers and clients. This connectivity ensures that the care provided by the physician is appropriate and coordinated.

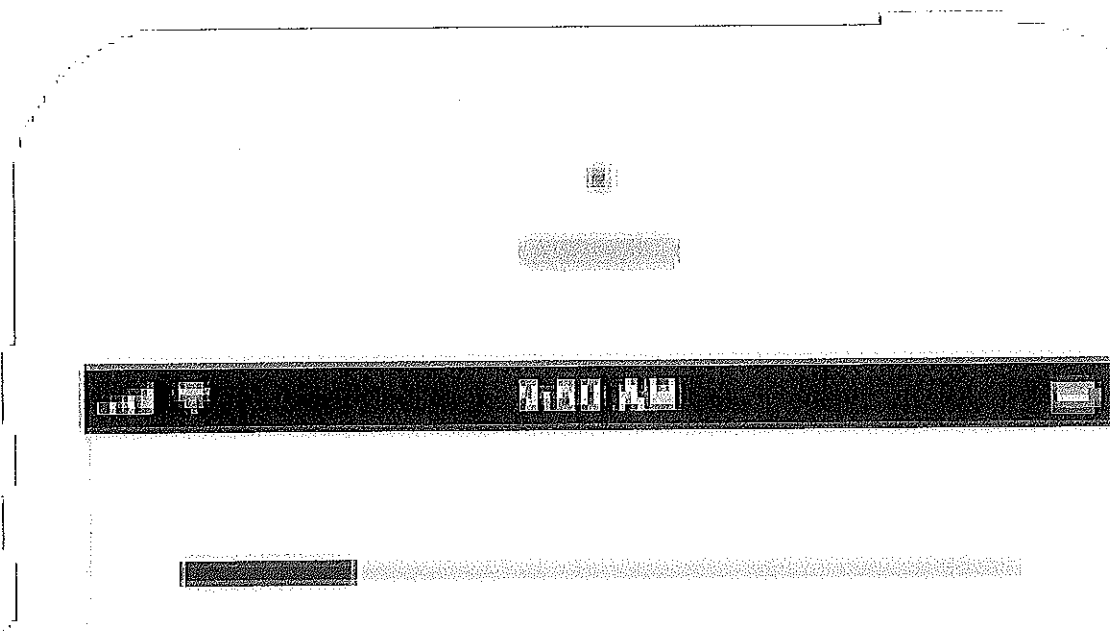
The Teladoc ecosystem enhances the member experience—because we are integrated with health plans, we can deliver real-time eligibility, process payments and submit automated claims for processing. As a result, members get the care they need faster.

Provide quality care and **reduce medical costs.**

[REQUEST DEMO \(../REQUEST-DEMO\)](#)

Teladoc gives members more options for quality care. Members visiting an emergency department or urgent care clinic for routine medical care incur enormous expenses. Teladoc gives you a low-cost alternative for non-emergency medical care, reducing your healthcare spend while adding convenient, 24/7 remote access.

And what about all that lost productivity? With Teladoc, your members no longer have to miss half a day of work for an office visit. They can simply speak to a physician during their lunch break and then pick up a prescription after work.



How much are you spending¹?

TELADOC	\$45
OFFICE VISIT	\$141
ER	\$2,561

AVERAGE CLAIMS SAVINGS	\$472
AVERAGE PRODUCTIVITY SAVINGS	\$46
TOTAL SAVINGS PER EPISODE OF CARE	\$518

Drive utilization and **ROI**.

Ensure utilization and success with this simple formula:

- Plan Design – a \$0 copay can generate an ROI of 500%
- Internal support from executive champion
- Electronic outreach
- Well-timed, personalized communications that are industry-specific

1. Episode of care: Includes initial encounter and any subsequent utilization of follow up office visits, hospitalization, or ER utilization, resulting from initial encounter within a 30 day window for same and related diagnoses.

The **more services** you offer,
the healthier your members will
be.

[REQUEST DEMO \(../REQUEST-DEMO\)](#)

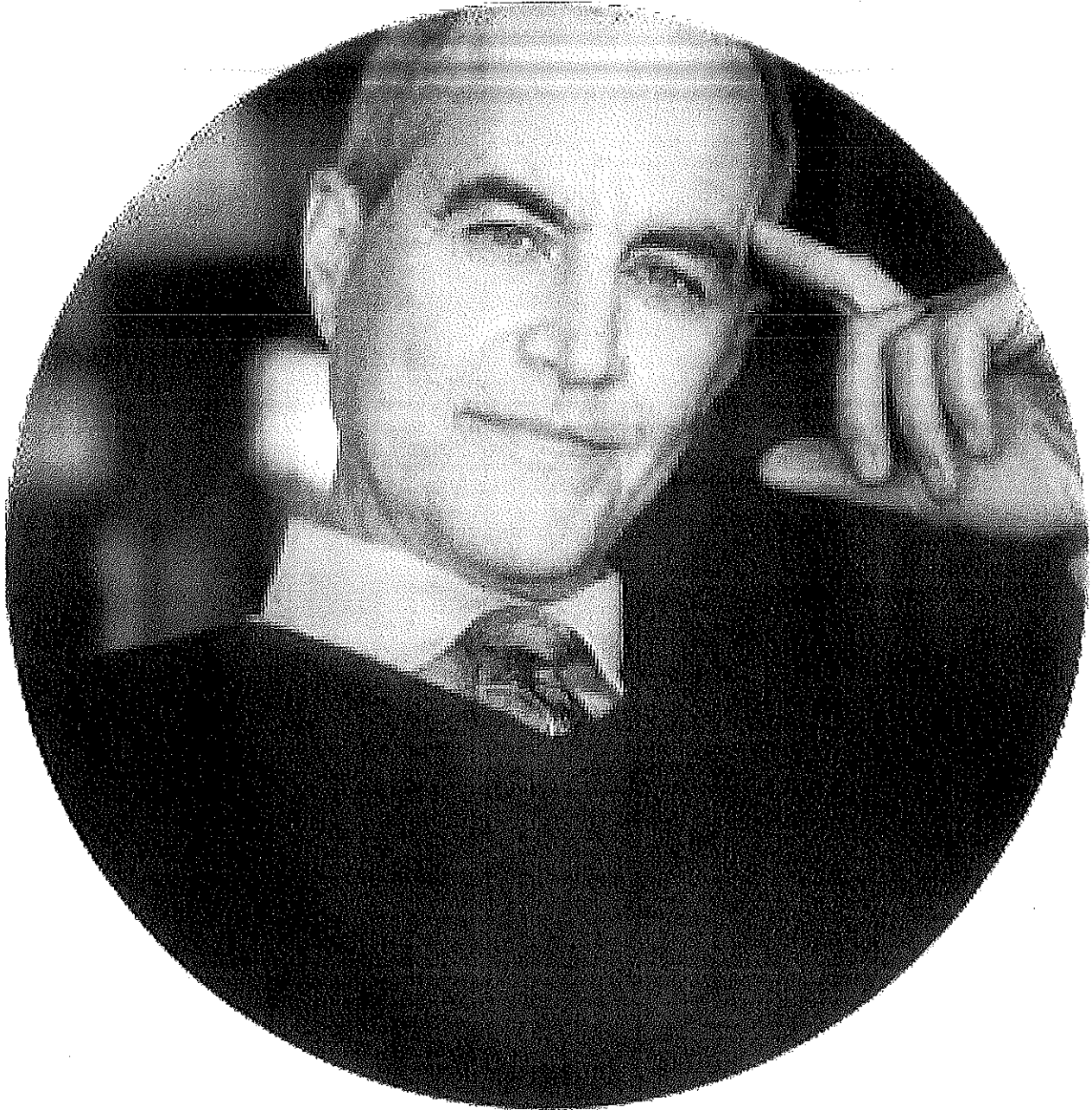
Teladoc can help you save time, money and the hassle of traditional medicine. Our virtual healthcare solutions are making a real impact on general health, but did you know we provide other telehealth solutions that cover essential, high-demand clinical services? Your members will appreciate the choice and flexibility.



General Health

Talk to a physician 24/7 by web, phone or mobile app and receive treatment for many conditions like cold and flu symptoms, allergies, ear infections and more.

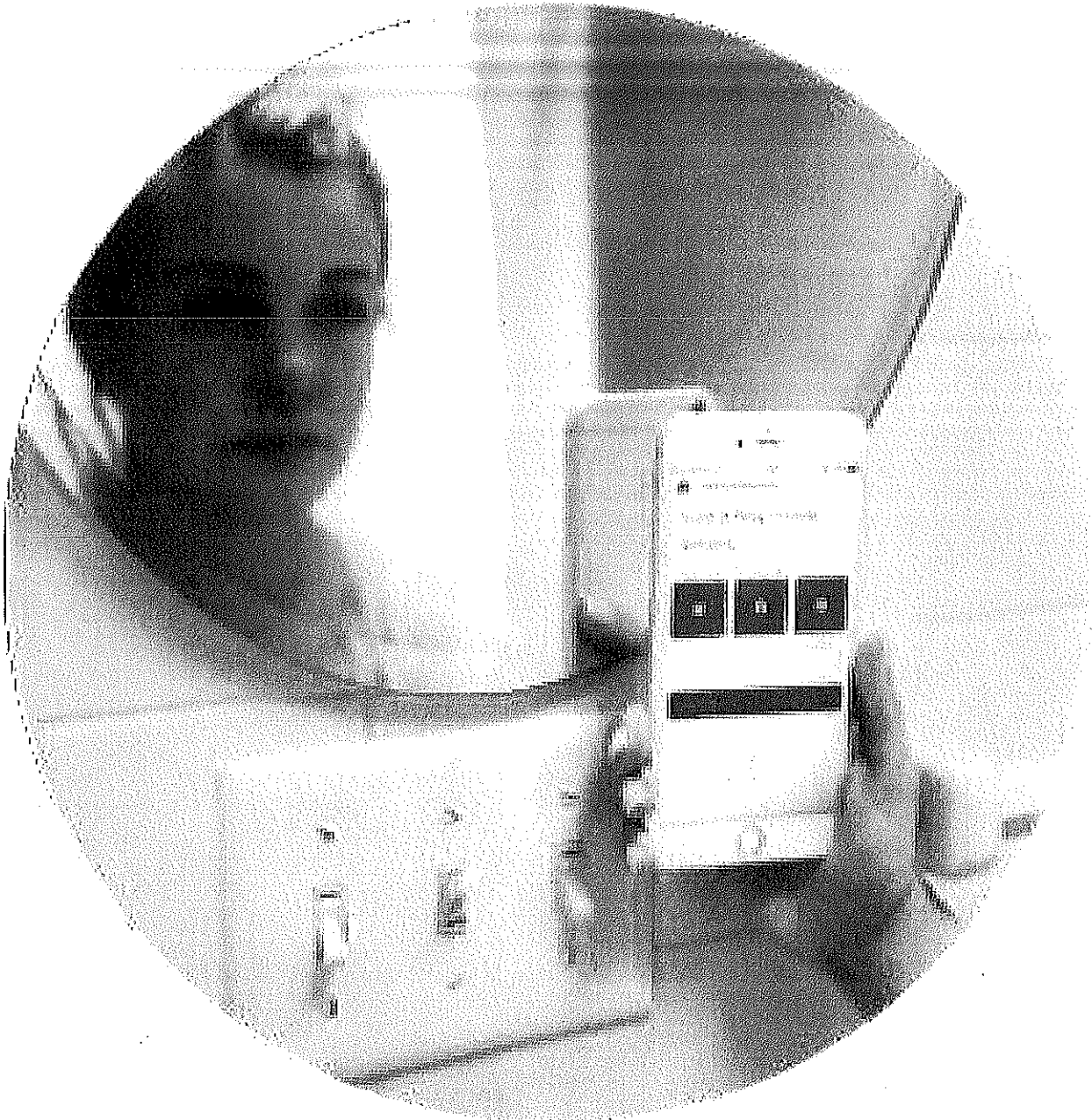
[LEARN MORE \(GENERAL-HEALTH\)](#)



Behavioral Health

Our psychiatrists, psychologists, therapists and social workers will listen and provide treatment, including prescription management, when appropriate.

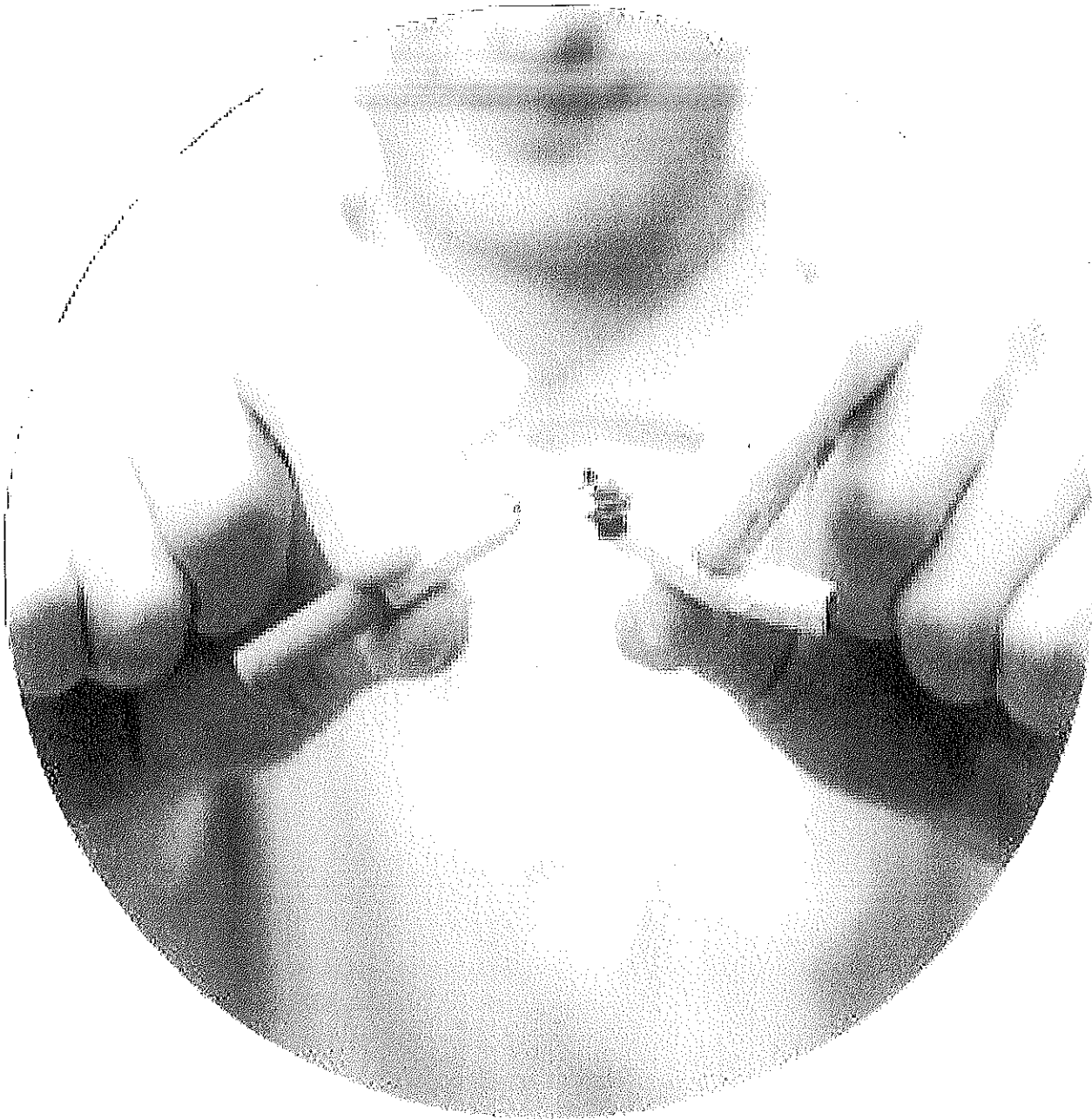
[LEARN MORE \(BEHAVIORAL-HEALTH\)](#)



Dermatology

A simple, quick and effective way to connect with a dermatologist. Image capture allows for an accurate diagnosis remotely within two business days.

LEARN MORE (DERMATOLOGY)



Tobacco Cessation

Teladoc makes it easier and more accessible to get the help needed to quit smoking by combining coaching and treatment for on-going support and accountability.

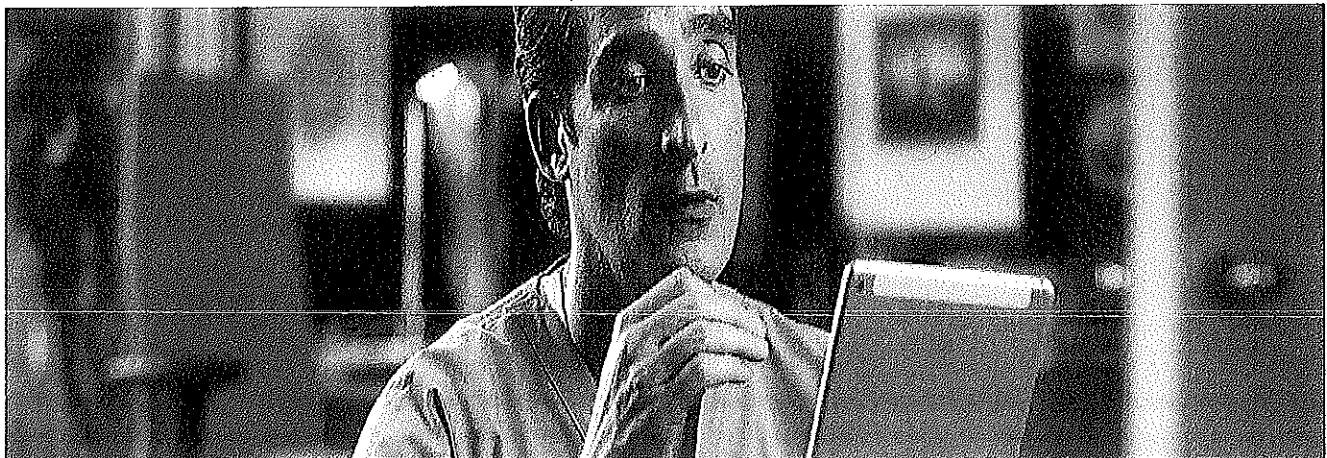
[LEARN MORE \(TOBACCO-CESSATION\)](#)

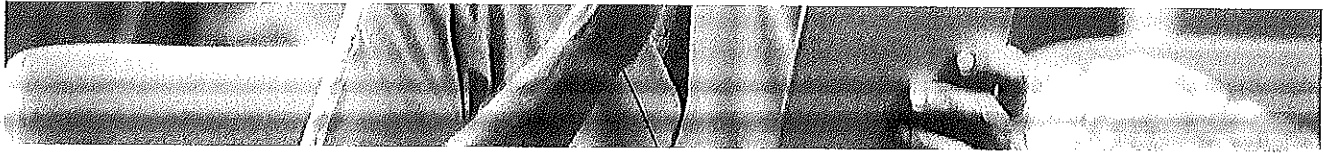
Our providers are experienced,
practicing **physicians your
members can trust.**

REQUEST DEMO (REQUEST-DEMO)

Patients are becoming more informed and invested in their health. More data is available to empower people to get and stay healthy. Teladoc offers an easy way for members to manage their health and the health of their family.

The foundation of the Teladoc service is our national network of physicians. Just like a primary care physician (PCP), Teladoc physicians are experienced in internal medicine, pediatrics, and family medicine. They incorporate telehealth as a way to provide care to more patients.





All Teladoc physicians are:

- U.S. board-certified and state-licensed with an average of 20 years experience.
- U.S. residents.
- English and/or Spanish-speaking.
- Credentialed every three years for medical licensure, training, education, work and malpractice history.
- Trained on proprietary clinical protocols, "phone-side" manner and listening skills for optimal patient experience.
- Maintain all continuing education credits, as required state boards.



The highest **clinical standards.**

When you expect only the best...

- Teladoc has received a perfect score from NCQA for two consecutive certifications.
- 125+ proprietary telehealth guidelines.
- Patient and physician educational programs for the judicious use of antibiotics.
- Physician notes immediately available for the patient and patient's physician to review.
- Teladoc physicians do not prescribe DEA controlled substances or lifestyle drugs.



NCQA
REPORT CARD



GOA
IT CARD



...good things happen

- 92% resolution of patient issues after the first visit
- Teladoc is the first telehealth company to have NCQA certified provider credentialing