

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

February 13, 2017

7:00 p.m.

Willard City Hall

224 W. Jackson Street

Mayor

Corey Hendrickson

Board Members

Jamie Buckley

Samuel Snider

Sam Baird – Mayor Pro-Tem

Larry Whitman

David Roggensees

Donna Stewart

**CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
February 13, 2017
7:00 P.M.**

Posted February 7, 2017.

Notice is hereby given that the City of Willard, Missouri, Board of Aldermen will conduct a meeting at **7:00 p.m.** February 13, 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 January 23, 2017.**
- 4. Citizen Input (5 minute limit per person).**
- 5. City Administrator Report.**
 - a. Financial Reports
 1. December 2016 Summaries.
 2. December 2016 Financial Statements.
 3. January 2017 and February 2017 Outstanding Invoices, Check and Draft Paid Invoices.
 4. December 2016 Check Register.
 5. January 2016 Utility Adjustment Report.
 - b. Parks Department.
 - c. Public Works.
 - d. Police Department.
 - e. Planning and Development.
- 6. Ordinance accepting the contract agreement with the Mark Chapman Band for entertainment at the 2017 Freedom Fest. (2nd Read) Discussion/Vote.**
- 7. Ordinance accepting the contract agreement with Monkey Business for the Parks Department Bounce House Rentals. (2nd Read) Discussion/Vote.**
- 8. Public Hearing on the adoption of the 2012 Building Codes.**
- 9. Ordinance adopting the 2012 International Building Codes along with the included supplements. (1st Read) Discussion/Vote.**
- 10. Discussion/Vote to accept bid for Public Works Truck purchase.**

11. Discussion/Vote to accept bid for Public Works Sewer Camera.
12. Discussion on prerequisites of issuing a Business License.
13. Discussion/Vote to approve Empire Electric Streetlight Replacements.
 - a. 601 S Miller Road
 - b. Walnut Lane and Watson
 - c. E Jackson St. East of Perryman
 - d. New Light at Hunt Road and Becky Street.
14. Ordinance accepting the contract agreement with Bales Construction for the Construction of the new REC Center Concessions Building. (1st & 2nd Read)
Discussion/Vote.
15. Discussion/Vote to authorize the City Administrator to move forward with the Downtown Revitalization Project.
16. Discussion/Vote on the 4th of July Parade Route for Parks Department.
17. Discussion on the Stipend for the Board. (Snider)
18. New Business.
19. Unfinished Business.
20. 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
January 23, 2017
7:00 p.m.**

Staff present: City Clerk, Jennifer Rowe; Director of Finance, Carolyn Halverson; Director of Development, Randy Brown; Director of Parks, J.C. Loveland; Assistant Director of Parks, Jason Knight; and Student Representative Tara Wallis.

The City Attorney Ken Reynolds was not present.

Citizens in attendance: Maddy Bouse and Terry Kathcart.

Pledge of Allegiance.

The Pledge of Allegiance was led by Mayor Hendrickson.

Call to Order.

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

Roll Call.

The City Clerk conducted the roll call. Alderman Buckley--- (arrived at 7:02 p.m.), Alderman Snider-present, Alderman Stewart-present, Alderman Whitman-present, Alderman Baird-present, Alderman Roggensees--- , Mayor Hendrickson-present and Student Representative Tara Wallis-present.

Mayor Hendrickson introduced the Board and citizens in attendance to the Student Representative Tara Wallis.

Citizen Input.

None.

Agenda Amendments/Agenda Approval.

Motion was made by Alderman Snider and seconded by Alderman Stewart to accept the Agenda. The motion carried with a vote of 5-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman and Baird. Tara Wallis also voted aye.

Approve the Minutes of the Regular Meeting January 9, 2017.

Motion was made by Alderman Baird and seconded by Alderman Snider to approve the Minutes from the regular meeting January 9, 2017. The motion carried with a vote of 5-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman and Baird. Tara Wallis also voted aye.

Discussion/Vote to accept bid for Concession Building for Parks Department.

Parks Director JC Loveland discussed the bids that were received. He informed the Board that the Parks Department had budgeted one hundred and ten thousand dollars (\$110,000) for this project. The lowest bid, by Bales Construction, was the bid that was accepted by the Park Board during a special meeting directly after the bid opening. Staff requests that the Board accept Bales Construction for the project so they can enter into negotiations on the price. Mr. Loveland also informed the Board that this bid was for the flat blocks and the Park Board would like to look at possibly doing split face block halfway up for more design. This would add five thousand dollars (\$5,000) to the final cost. Alderman Buckley asked how many square feet the building would be and where it was going. Mr. Loveland explained the specifics to the Board. Mayor Hendrickson asked what Staff could do to lower the cost. Mr. Loveland stated that the fixtures, painting, and Demo could potentially all be done in house which would lower the cost. Alderman Whitman asked what the life expectancy of this building would be and Mr. Loveland stated twenty to thirty (20-30) years. Alderman Snider asked if there was any way around the prevailing wage, and Mr. Loveland said no. Alderman Baird asked if the surface could be updated at a later date. Mr. Brown, Director of Development, stated that the

City could come back with brick or even artificial rock at a later date and update the exterior. Motion was made by Alderman Stewart and seconded by Alderman Baird to accept the bid by Bales Construction and allow the City to enter into negotiations for the Contract. The motion carried with a vote of 5-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman and Baird. Tara Wallis also voted aye.

Discussion/Vote to approve Empire Electric Streetlight Replacements at 707 S. Watson, and the intersection of Highway "O" and Miller Road.

Mr. Brown informed the Board that these are requests from Empire to replace certain lights with more cost efficient lighting for the City. Alderman Stewart asked if this was a gradual process to replace all the lights in the City with better ones. Mr. Brown stated it was, and Empire replaces them as they move forward when the lights start going out. Motion was made by Alderman Snider and seconded by Alderman Buckley to approve the Empire Electric Streetlight Replacements at 707 S. Watson, and the intersection of Highway "O" and Miller Road. The motion carried with a vote of 5-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman and Baird. Tara Wallis also voted aye.

Ordinance to approve a stipend for Board of Aldermen Members. (1st Read) Discussion/Vote.

Mayor Hendrickson informed the Board that when this stipend was first discussed, the desire was for there to be requirements that newly elected officials attend training shortly after their election, plus attend all meetings barring any emergencies. Alderman Buckley asked if that included Work Study's as well or just Meetings. Mayor Hendrickson stated that it should involve both. Alderman Stewart said that she agreed that participation stipulation would be needed. Alderman Buckley stated that he felt it should just pertain to Meetings and not Work Study's. Mayor Hendrickson mentioned that they could do a three (3) or six (6) month average for attendance. Alderman Snider stated that it could be based on Meetings attended, if they do not attend they do not get paid for it. Alderman Baird stated that he lost the argument before. He is not for the stipend as he feels it sends the wrong message to the Citizens. Each Board member was elected into office and made a personal sacrifice to benefit the community. He feels that using that power to elect to pay themselves was wrong reversed that and makes the community sacrifice to benefit the Board. He stated that with the Students being involved now, it would be beneficial to lead by example and not use the power to benefit themselves. Tara Wallis asked if other Cities paid their Board members. Mayor Hendrickson stated that some do and some do not, but Willard seems to be the minority in not paying. Ms. Wallis then asked if the Board feared any backlash over this vote. Mayor Hendrickson stated that it would probably be split, there would be those ok with it and also those completely against it. Alderman Snider stated that the reason he is for this is that it would create retention on the Board. He said there is no competition during Elections and this may fill that gap. Alderman Whitman agreed with Baird and said he was not for the stipend. Alderman Buckley also stated he agreed with Baird and Whitman. He stated that the Board agreed to do this as public servants, not financial gains. He felt that putting a dollar figure on the position could potentially attract the wrong mentality and people may run for money instead of helping the Community. Alderman Snider again stated that many Cities compensate these positions and people will not get wealthy off this stipend. Motion was made by Alderman Snider and seconded by Alderman Stewart to table this discussion until more information could be obtained and brought back at a future date. Voting aye: Aldermen Snider and Stewart. Voting nay: Aldermen Buckley, Whitman and Baird. Motion did not pass.

Discussion was made again regarding the stipend. Alderman Stewart stated that she agreed with Baird that the concern may be they are using their position to benefit themselves, but that is not the case. The Board would be voting for the next elected officials to start their stipend, not themselves. She stated that they are wanting to create interest in running for office. Alderman Baird said he did not disagree and those were good arguments, but he does not feel it would change the climate by offering pay. He stated that everyone on this Board is honest, honorable and a pleasure to serve with. Other Cities have not had the discipline to decline paying themselves, but Willard can. We should say this is a service, not a job, and we are going to make this sacrifice. If the stipend is three hundred dollars (\$300) a month per Alderman, that is over twenty thousand dollars (\$20,000) a year that could be spent better. The Board needs to teach the students that just because we are in the position to serve ourselves, does not mean we can't have the discipline to say no and do better. Alderman Snider pointed out again that only half of the Aldermen would be paid this year when elections were over, and the money that was set aside for Economic Development could be used. He stated that we are trying to send a message that we need to continue to grow and move the City forward. He wants to see

competition going for the seats during the Elections. He also stated that if you look at the history of the Elections, there always seems to be competition for the Mayors seat, which is currently the only paid position. Motion was made by Alderman Snider and seconded by Alderman Stewart to table this discussion until a later date. Voting aye: Aldermen Snider and Stewart. Voting nay: Aldermen Buckley, Whitman and Baird. Tara Wallis voted aye. Motion did not pass.

Motion was then made by Alderman Baird and seconded by Alderman Whitman to stop all discussions and dismiss the idea of a stipend. Motion carried with a vote of 3-2. Voting aye: Aldermen Buckley, Whitman and Baird. Voting nay: Aldermen Snider and Stewart. Tara Wallis voted aye.

Discussion/Vote to allow the Parks Department to go out for bid for grading of the lower Recreational Center Baseball Field.

JC Loveland informed the Board that the City put out a bid last year to grade the upper field and it worked well. He stated that the Parks Department has budgeted seven thousand dollars (\$7,000) for this job and would like permission to go out for bid. Motion was made by Alderman Stewart and seconded by Alderman Buckley to allow the Parks Department to go out for bid for grading of the lower Recreational Center Baseball Field. The motion carried with a vote of 5-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman and Baird. Tara Wallis also voted aye.

Ordinance accepting the contract agreement with the Mark Chapman Band for entertainment at the 2017 Freedom Fest. (1st Read) Discussion/Vote.

The Parks Director JC Loveland informed the Board that this was the same band that was used for Freedom Fest in 2016. This allows the City to book them for Freedom Fest before their schedule fills up for the year. He stated that the band has been winning awards and is more popular now. Mayor Hendrickson asked if there was any negative feedback after last year, and Mr. Loveland stated there was no. Everyone seemed very happy with the band. Alderman Baird asked if this had to be an Ordinance or if it could be a Resolution. The City Clerk stated that she spoke with the Attorney and by Missouri State Statute, all contracts have to be done by Ordinance. Motion was made by Alderman Buckley and seconded by Alderman Baird to accept the contract agreement with the Mark Chapman Band for entertainment at the 2017 Freedom Fest. The motion carried with a vote of 5-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman and Baird. Tara Wallis also voted aye.

Ordinance accepting the contract agreement with Monkey Business for the Parks Department Bounce House Rentals. (1st Read) Discussion/Vote.

The Parks Director JC Loveland informed the Board that this was the same company the City has used for the past few years. He stated that they do a great job and are the best priced in the area. Mr. Loveland also informed the Board that from now on, he will get all of the Monkey Business Contracts done under one Ordinance to save the Board time. Alderman Whitman asked if the price was the same, and Mr. Loveland said there was a small raise in price but they were still the cheapest. He also stated that Patriot Disposal had given a verbal agreement to sponsor the Easter event this year as well. Motion was made by Alderman Whitman and seconded by Alderman Buckley to accept the contract agreement with Monkey Business for the Parks Department Bounce House Rentals. The motion carried with a vote of 5-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman and Baird. Tara Wallis also voted aye.

Ronald McDonald House Week Proclamation.

Mayor Hendrickson read the Proclamation.

New Business.

Mr. Loveland informed the Board that he and Mr. Knight had met with the High School Band regarding the parade route for Freedom Fest. He discussed the option of starting and ending the parade at the High School instead of using the Willard North Parking Lot which has created problems in that intersection for police. He asked the Board to think about possible options for the route and call him with any questions. He will be bringing it back to the Board at the next Board of Alderman Meeting in February 2017.

Unfinished Business.

Randy Brown stated that he spoke with the Interim City Administrator Jim Bentley regarding the Equivalent Dwelling Unit number for sewer. He outlined the formula to the Board and stated that more information will be brought to the Board in February 2017. Alderman Baird asked if hard numbers will be included, and Mr. Brown said yes. Alderman Snider stated that this is regarding the nine hundred dollar (\$900) sewer connection fee and will calculate a cost to cover the use in the future. Alderman Snider then asked what direction we are going with the sewer as we move forward. Alderman Stewart stated that we were waiting on the contract with Springfield to be complete before we moved forward. Mayor Hendrickson stated that we had a meeting scheduled for Friday January 27, 2017 and Mr. Brown stated that as of now, that meeting has been postponed. Alderman Stewart informed the Board that she had received some citizen feedback after the water rates for rural customers had gone up five percent (5%). She stated that they are wanting to know if there are ever any meetings or committees set up for those customers that are not City Residents. Mayor Hendrickson stated that they are always welcome to come speak at the Board meetings as they are customers for our services. Alderman Baird stated that he remembered back when the City purchased the Meadows, there was a large group from that area that spoke during citizen input.

Recess Open Session.

Motion was made by Alderman Buckley and seconded by Alderman Snider to recess at 8:30 p.m. before the Closed Session. The motion carried with a vote of 5-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman and Baird. Tara Wallis also voted aye.

Open Executive Session

Motion was made by Alderman Whitman and seconded by Alderman Stewart to open the Executive Session at 8:30 p.m. Motion carried with a vote of 4-0. Voting aye: Aldermen Buckley, Stewart, Whitman and Roggensees.

Close Executive Session.

Motion was made by Alderman Whitman and seconded by Alderman Stewart to Close the Executive Session at 8:40 p.m. Motion carried with a vote of 4-0. Voting aye: Aldermen Buckley, Stewart, Whitman and Roggensees.

Adjourn.

Motion was made by Alderman Stewart and seconded by Alderman Whitman to adjourn. Motion carried with a vote of 4-0. Voting aye: Aldermen Buckley, Stewart, Whitman and Roggensees.

The meeting was adjourned at 8:40 p.m.

Jennifer Rowe, City Clerk

Corey Hendrickson, Mayor of Willard



AGENDA ITEM # 5

City Administrator Report & Department Reports

Sponsored by the City Administrator and Department Heads.

ADMINISTRATOR'S REPORT
BOARD OF ALDERMEN MEETING

February 13, 2017

STAFF: I Knew as we created the position of Planning Assistant that the day would come when it would simply be too busy to share some time with the Law Clerk. And I knew at that early time that the Law Clerk function had the potential to grow and need even more than about 20% of another title. And this is my early warning to the board that I may be asking for some more help in the Law Clerk function, probably in April or May.

On an almost daily basis now I can watch the Planning Assistant position meet new players, get new tasks assigned, and respond to an ever enlarging need for maps, data, and the research efforts a planning function just does. It is as though the "developers" in the community know that Willard is on the verge of making some very big moves and the "alignments" have begun. My projection is that by mid-summer, and especially as we get underway with our sewer projects, the Planning Assistant function will be almost entirely consumed by growth business. And we will need to look at filling the needs of a growing Law Clerk function on its own.

FACILITIES: My congratulations to Dave O'Conner and his whole Public Works Crew (cause they all had a hand in it) for the efficient and effective re-work of a section of the Public Works Building. From a busted floor to a working office for all three separate PW functions ...and all that with additional storage, some individual employee space, and a considerable staff room. Nicely done and sincerely appreciated.

An item on the agenda tonight will complete the contracting effort to put the replacement bathrooms/concession building on site at the baseball parks. I have met with the selected bidders, come to terms with their specific scope of

work and a final amount, and I am ready to release these folks to build the new facilities.

Part of the discussion tonight about the downtown revitalization project includes the proposition that the big block building behind the trail in downtown, currently owned by Greenways but rented to the City for a Maintenance building, will become a City owned facility, permanently dedicated to the maintenance of parks and trails and permanently used as a maintenance facility from which to do those functions. The roof on this block building is recent; its maybe good for 10 years, and by then it will need to be replaced by a proper pitched roof system. It needs hvac improvements, probably during FY '18, and it will need windows, maybe yet in '17. But it will pay for itself shortly in that there will be no rent.

STREETS: You now have a Streets superintendent and a dedicated crew of street workers. And they are now set to schedule, given the weather and other projects, the next part of the Jackson Street cleanup effort. Remember that we budgeted for sidewalks to be built from the eastern edge of last Fall's project (about at the old hotel) all the way to the EAST Shopping Center parking lot. And along with the sidewalks, we would get rid of a bunch of old sign posts, ugly structures, the ditches (into drainage pipes) and wind up with planters full of trees and shrubs all along the south side of Jackson. And the streets crew are preparing to make this happen.

SEWER: Nothing on the City's current agenda is more important; nothing in the City's mid and long-range futures is more important. The City simply must deal with its current and future sewer issues and requirements. But the task is becoming clearer. As I finish my negotiations with Springfield, and as we have two engineering firms looking at the same problems we as staff are looking at, the nature and scope of the future "fixes" for our sewer systems are coming into focus.

Underlying all conversation about sewer is the agreement with Springfield. That is currently on hold while Steve Meyers gets the numbers he needs from consultants. And then I would hope to conclude a new agreement with Springfield before the end of March.

Meanwhile, we at the City have worked very diligently with both engineering firms to reach some conclusions as to the segments of sewer which are Willard's future. White River Engineering has been tasked to lay out options with estimated costs for the primary city sewer fixes, reworking both Regional and D Lift Stations and plumbing away the potential for their overflows. And at the same time White River has been tasked to estimate a third connection to Springfield, namely directly across Farm Road 94 east to the treatment plant.

And while White River did their work, Great River Engineering has been busy also laying out options and making estimates, but for the Meadows area, the lagoon issue, and further developments in the south, including the Central Elementary school.

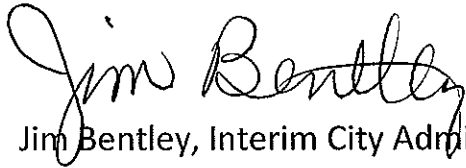
From a tremendous amount of data, and maps, and lines, and estimates, and questions, Dave, Randy, and I have reached a consensus as to the nature and scope of the sewer work for Willard. While it is not possible to see far enough for the entire future of Willard, it is possible to see it through all of its current challenges and well into its stable future. We will discuss our consensus briefly at this meeting, but I would hold the fullest discussion and the details until after an agreement with Springfield is ready.

OTHER: In a separate letter to the Board I explained the "old downtown" project I have worked on now for five months. Thirty years should be long enough to look for a solution to a problem. I believe the problem with old downtown can be remedied by injecting a new community spirit into downtown; by causing some new level of pride in old downtown; by focusing the attention of the community on the old downtown; and by building back, in its identical space, in its initial architecture, the depot which was the center of downtown for all its

years in place. Then into the space inside the old depot, filled with memorabilia and history, we would ensconce the Willard Chamber of Commerce, with a purposeful mission and no more excuses. Our Chamber can become the key ingredient in Willard's recipe for economic development.

To make all that happen, I will need permission to proceed with the component parts, with borrowing \$600,000, and with paying it all off in five years.

Respectfully submitted,

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

Jim Bentley, Interim City Administrator

Parks and Recreation - Director's Report – February 2017

Project Report

- **Employee Tasks**
 - 2017 Budget and Bids - Ongoing
 - Planning 2016-17 School Year Programs
 - Staff Restructuring for 2017 Fiscal Year
- **2016 Capital Improvements**
 - Jackson Park Pavilion Roof – Project Complete
 - Small Pavilion – Project Complete
 - Baseball Field Repairs – Project Completed
 - Baseball Dugouts – Project Completed
 - Baseball Bathrooms – Project Underway
 - GYM Floor Resurfacing – Project Completed
 - Pool Feature – Project Completed
 - Rec. Center Parking Lot – Project Completed
- **2017 Capital Improvements**
 - Pool Sandblasting/Painting – Waiting on Weather
 - Baseball Concession Stand Construction – Bids Approved
 - Soccer Complex Parking Lot Gravel
 - Miller Farm Park Parking Lot – Project Started
 - Miller Farm Park Trails
 - Soccer Complex Camping Spots
- **2017 Master Plan**
 - Sub-Committee Meeting – 1/10/17
 - Committee created a list of ideas to bring to the Park Board

Upcoming Programs / Events

- **Youth Winter Basketball** – Began: January 28
- **Youth Spring Dance Class** – Classes begin: March 6
- **Valentines Dance** – February 10
- **Kid-Venture Days** – January 16 & February 20
- **Spring Break Camp** – March 13-17
- **The Great Easter Egg Hunt** – April 8

Other Information

- **Website** – *Visitors From 12/24/16 to 1/22/17*
 - www.willardparks.com – 3,276 unique visitors, 9,342 visitors
 - www.willardfreedomfest.com – 692 unique visitors, 1,442 visitors
 - www.willardaquatics.com – 983 unique visitors, 2,589 visitors
- **Facebook** – *1,821 likes as of 1/23/17*
 - <https://www.facebook.com/WillardParksAndRec>
- **Open Gym** – *Visitors From 4/19/16 to 1/23/17*
 - Individual Registrations: 305
 - Individual Sign-In: 2331

Public Works Report

January 2017

The Public Works department has had a very busy January. Three new employees, Jonathan Hicks, Ben Baker and Heath Hodges, were hired and started during the month.

In addition to the information listed below, we have been busy building an office/break room for the employees. The new office/break room will provide appropriate space for our personnel to work.

I attended Water Distribution training given by DNR and subsequently passed the DS-II test. Upon completion of the necessary experience I will be certified as a DS-II operator.

Water

- We repaired a water line at Willard well 1 that had frozen due to a failed heater.
- We excavated at the intersection of Farm Rd. 124 and Highway AB in an effort to locate a water valve. This was done in preparation for the extension of an 8" water main.
- We excavated two test holes on the east side of Farmer Rd. south of Willey in preparation for the installation of a 10" water main.

Sewer

- The entire sewer system in the Meadows and Villa Park was smoke tested on January 10. We found several broken cleanouts that we have scheduled to repair. Otherwise there were no significant issues identified. I would like to thank Randy Brown for scheduling the smoke testing with MRWA and for assisting with the actual smoke testing.
- The City of Springfield installed four flow meters in our sewer system. The locations were installed on Farm Rd. 101 near the lagoon, at Farmer and Walnut, at the end of Red Rock and upstream of Regional near the drainage ditch.
- We had a small bypass at "D" lift station on January 26. The bypass was due to a mop head becoming lodged in a check valve. Repairs were made and the bypass was reported to DNR.
- The check valve for the east pump at Regional lift station failed due to a broken stopper. The valve was repaired without incident.
- Brooke King attended pipeline inspection training and became certified in pipeline, manhole and lateral inspection and assessment (PACP, MACP, LACP).
- Dave Blakemore and Brooke King attended Infiltration and Inflow training in Springfield.

Streets

- We completed an assessment of the street signing and have begun replacing damaged and outdated signs. Two stop signs in the Fox Creek subdivision had to be replaced due to graffiti.
- Assisted with reading meters and began training new personnel to take over this task.

Equipment Usage and Repairs

January 2017

Equipment No.	Description	January 1 Miles/Hours	February 1 Miles/Hours	Monthly Usage	Service and Repairs	YTD Repair Cost
1	2013 Ford F-150	33,531	34,286	755	\$ -	\$ -
2	2004 Chevy 1 Ton Dump	105,804	106,289	485	\$ 6.41	\$ 6.41
3	2003 Chevy 1 Ton Utility - Sewer	131,517	132,900	1,383	\$ 9.98	\$ 9.98
4	1998 Dodge 1/2 Ton FB	124,729	124,832	103	\$ -	\$ -
5	2001 Chevy 1500	84,449	85,472	1,023	\$ -	\$ -
6	2000 Chevy 3/4 Ton FB	135,351	135,896	545	\$ 33.57	\$ 33.57
7	1993 Ford 1 Ton Utility - Water	84,602	85,063	461	\$ -	\$ -
8	2002 Dodge Dakota	116,947	117,185	238	\$ -	\$ -
	2005 International 3200 Dump	17,302	17,448	146	\$ -	\$ -
	Water Van	252	252	-	\$ -	\$ -
	1998 Chevy S-10	153,338	153,443	105	\$ -	\$ -
	Case Backhoe	1,423	1,437	14	\$ -	\$ -
	60XT Case Skid Steer	1,299	1,304	5	\$ -	\$ -
	Case Boom Mower			-	\$ -	\$ -
	Intl. Tractor			-	\$ -	\$ -
					<u>\$ 49.96</u>	<u>\$ 49.96</u>

Monthly Water Loss 2017

[illegible]



Willard Police Department
January 2017 - Monthly Statistical Report



Administration	Officer	Case #'s
Tom McClain, Chief	1601	1
Shannon Shipley, Lt.	1602	8
	Total	9

Squad #1	1603	Robert Bell, Cpl. / FTO	50	Squad #2	1604	Steve Purdy, Cpl. Investigator	11
	1607	Joe Duran, Officer	88		1605	Peebles, Officer	52
	1608	Andrew Stone, Officer	58		1606	Aaron Roberts, Officer	43
	1610	Scott Rowe, Officer	121		1609	Dakota Radford, Officer	60
	Total		317		Total		166

Reserves	Officer	Officer Names	Case #'s	Hours
	1630	Clint Heimbach, SRO	1	
	1631	Wyatt Sharp, SRO	3	
	1641	Brian Gordon, Reserve	0	
	1642	JD Landon, Reserve	0	11.00
	1645	Brian Hinkle, Reserve	0	
	1646	Andrew Hunt, Reserve	0	
		Glenn Cozzens, Reserve		3.75
	Total		4	14.75
Total Incidents for the month...			496	

Incident Statistics

Felony	16	HBO (Handled by Officers)	378
Misdemeanor	17	Use of Force	0
Infraction	238	Use of Force with Injuries	0
Other (Services)	229	LPR Initiated	0

Vehicle Maintenance

Vehicle	Odometer Reading	Monthly Mileage	Shifts Used	Miles per Shift	Month to Date Maintenance	Year to Date Maintenance
WPD -01 2009	140,090	889	20	44	\$ 00.00	\$ 00.00
WPD-02 2013	61,776	2,029	28	72	\$ 00.00	\$ 00.00
WPD-03 2013	75,193	3,097	31	100	\$ 34.95	\$ 34.95
WPD-04 2013	70,760	755	21	36	\$414.98	\$414.98
WPD-05 2008	166,798	252	6	42	\$519.38	\$519.38
WPD-06 2013	70,051	1,716	30	57	\$ 34.95	\$ 34.95
WPD-08 M	5,034		0	0	\$ 00.00	\$ 00.00

Vehicle Maintenance Details

WPD-01:	WPD-04: \$24.66 (Wiper Blade)/ \$390.32 (Coolant Res/Oil Change)
WPD-02:	WPD-05: \$519.38 (Seat Belt Assy, Coolant Reservoir)
WPD-03: \$34.95 (Oil Change)	WPD-06: \$34.95 (Oil Change)

- DARE started Jan 30 – Will graduate 175 students on April 11, 2017.
- FTO on new-hires going well. Anticipate releasing officers by the end of February.
- Phase 1 of Willard Police Firing Range complete.

WILLARD POLICE DEPARTMENT 2016 Annual Statistical Report

Radio	Officer Statistics	Cases		Reserves	Cases	Hrs.
1601	Tom McClain (001), Chief	101	1630	Clint Heimbach (024), SRO	18	
1602	Shannon Shipley (003), Lt.	301	1631	Wyatt Sharp (012), SRO	10	
1603	Robert Bell (004), Corp.	228	1641	Brian Gordon (014)	16	77.3
1604	Steve Purdy (027), Corp.	545	1642	JD Landon (015)	3	107.5
	Officers		1645	Brian Hinkle (035)	25	65.5
1605	Chris Higgins (036), Ben Peebles (041)	600	1646	Andrew Hunt (031)	4	12.5
1606	Aaron Roberts (029)	674				
1607	Kyle Gramley (032), Joe Duran (040)	411				
1608	Andrew Stone (038)	536				
1609	Danny Wroolie (034), Dakota Radford (042)	651				
1610	Trevor Guinn (037)816, Scott Rowe (039)	816				
	Total Cases	4,939		Total Hours		262.8

INCIDENT STATISTICS

Incident	2016
Felony	82
Misdemeanor	227
Infraction	2,089
Other (Services)	2,575
HBO (Handled By Officers)	3,806

CATEGORY STATISTICS

Category	2015	2016	Category	2015	2016	Category	2015	2016
Agency assist	256	229	Domestic	53	75	Sexual Abuse	2	2
Assault	40	22	DWI	32	20	Stealing	60	101
Burglary	14	14	Medical Assist	246	180	Tampering	21	20
Child Abuse	4	9	MIP	21	11	10-50	71	80
Citizen Assist	103	74	Motorist Assist	320	301	Traffic	1867	1779
Death Invest.	3	5	Murder	1	0	Traffic (cite)	406	735
Dog at Large	63	56	PCS	6	14	Vandalism	3	9

**Planning and Development Report
February 13th, 2017**

Robertson Subdivision- Public Works will be upgrading the waterline from a 4" to 8 "on Farmer Rd. to provide potable drinking water and fire protection to the area.

Fox River Subdivision Phase 2 - Staff has received preliminary plans and are currently reviewing those.

North Brooke Apartments – Staff has completed a final inspection on all of the sixteen (16) units at 933 Megan Ln and has issued temporary C/O's. Staff is currently reviewing plans for a twelve (12) unit apartment that will be located adjacent to 933 Megan.

Grease Trap Inspections – Staff has received nine (9) of the contact information applications back and will be following up with the remaining businesses.

Waste Water Facility Master Plan- Staff has received a verbal denial from DNR on the SCEAP grant application. However, we have not received anything in writing and discussions are ongoing.

Waste water Engineering – A meeting was held with White River Engineering and Great River Engineering to discuss the design of potential options for improvements to the sanitary sewer system. Detailed sections of improvements were discussed with both firms and costs estimates are pending.

Smoke Testing Meadows Area Sanitary Sewer – Staff has completed the smoke testing for the Villa Park Subdivision and Meadows Subdivision. Several broken clean outs along with several low manholes were discovered. Public works will be following up on corrective measures.

The Planning Department assistant has provided mapping support to the Public Works Department and Parks Department for ongoing capital improvement projects.

2012 Building Codes – Staff received a recommendation to update the current building related codes from the Planning and Zoning Commission at the January 24th P/Z meeting. A public hearing was held to receive citizen comments, there were no public comments. Staff ask for your consideration to approve the updates as presented.

Staff attended the OTO Bicycle and Pedestrian Subcommittee meeting.

If you have questions concerning my report please contact me at City Hall.

Randy Brown
Director of Development

AGENDA ITEM # 6

Ordinance accepting the contract agreement with the Mark Chapman Band for entertainment at the 2017 Freedom Fest. (2nd Read) Discussion/Vote.

Sponsored by the Parks Director.

**City of Willard
Board of Aldermen Meeting**

Agenda Item Staff Report and Back-up

- 1. Title of Item: Ordinance accepting the contract agreement with the Mark Chapman Band for entertainment at the 2017 Freedom Fest. (1st Read)
Discussion/Vote.**

Initiated by: Parks Director

1. Description and Objective of item: Accept the contract agreement with the Mark Chapman Band to perform at the 2017 Freedom Fest.
2. Previous Board Action: None
3. Options: Accept the Contract to allow Mark Chapman Band to perform at Freedom Fest.
4. Financial impact; Source of funds: Half of the funds come from Sponsors, the other half is already allocated in the 2017 Budget.
5. Staff analysis / recommendations: Staff recommends the Board approve the contract.



Appearance Agreement

THIS AGREEMENT is entered into this 6th day of January, 2017 by and between the Performance Group ("PG") and Buyer identified below (collectively, the "Parties"). IN CONSIDERATION of the mutual promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Buyer hereby engages PG to provide a Performance upon the following terms:

1) **Performance Group.** Mark Chapman Band

2) **Performance Group Contact/Authorized Agent.**

Kristi Hayes
1497 US HWY 60
Pierce City, Mo 65723
417.354.1772 (ph)
417.476.2312 (fax)

3) **Buyer Name and Address.**

Willard Freedom Fest
Contact: JC 417-880-7887

4) **Place of Performance.** Willard Park

5) **Date of Performance.** Saturday, June 24, 2017

6) **Time of Performance.** 7pm - 10:30pm*

*Breaks included along with fireworks display from appx. 9:30-10pm

7) **Breaks.** Up to but not exceeding 15 min per hour (as determined by PG).

8) **Performance Fee.** Buyer shall pay a Performance Fee of \$4500, paid as follows:

A. A Deposit of 0 upon execution of this Agreement.

B. The Balance of \$4500 paid in full (***hand delivered in a sealed envelope only to Mark Chapman or Kristi Hayes***) at load in, prior to the Performance*

****Checks made payable to Mark Chapman***

9) **Promotion.** N/A

10) **Insurance.** Buyer warrants and represents that It has, or shall obtain, sufficient personal injury and property damage liability insurance with respect to the activities of PG at the Place of Performance.

11) **Accommodations.** Buyer shall provide each member of PG with:

1. Reasonable amounts of free water during the Performance
2. Performance area measuring at minimum 32 x 20
3. Electrical requirements: 6 – 20 amp circuits
4. Parking accommodations for easily accessible load in/out
5. MCB requires a minimum of 4 hours for load in/set-up prior to time of performance

• ____N/A____ Tickets to the Performance.

• Lodging _____ N/A _____.

• Transportation _____ N/A _____.

12) **Cancellation.** If Buyer cancels the Performance less than ____8____ weeks before the Date of Performance, Buyer shall pay PG, by the Performance Date, the above-identified Balance, as liquidated damages. The obligation of PG to perform shall be excused by detention of personnel by sickness, accidents, riots, strikes, epidemics, acts of God, Force Majeure or any other legitimate condition beyond the control of PG.

13) **Merchandise.** PG shall retain 100% of profits from merchandise sold at the event.

14) **General.** This Agreement will be governed and construed in accordance with the laws of the State of Missouri. This Agreement constitutes the entire Agreement between the Parties.

15) **Additional Provisions.**

-Sound/PA system will be provided all day starting at 12:00pm

-Payment is expected upon load in. If weather subjects the event to cancelation, full payment is still required once the band has unloaded/set-up production.

I have read and agree to all terms as written in this Agreement.

Buyer

By _____

Date _____

Performance Group

By (Mark Chapman Band Rep.) _____

Date _____

First Reading: 01/23/17

Second Reading: _____

Council Bill No.: 17-04

Ordinance No.: 170123B

AN ORDINANCE

accepting the proposal of the Mark Chapman Band to provide live entertainment for the City of Willard, and authorizing the Mayor to execute all necessary documents, on behalf of the City of Willard.

WHEREAS, the City of Willard has selected the Mark Chapman Band 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 the Mark Chapman Band 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

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 _____, 2017.

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
-----------------------------------	-----	----	-----------

_____ JAMIE BUCKLEY	_____	_____	_____
------------------------	-------	-------	-------

_____ SAMUEL SNIDER	_____	_____	_____
------------------------	-------	-------	-------

_____ DONNA STEWART	_____	_____	_____
------------------------	-------	-------	-------

_____ LARRY WHITMAN	_____	_____	_____
------------------------	-------	-------	-------

_____ SAM BAIRD	_____	_____	_____
--------------------	-------	-------	-------

_____ DAVID ROGGENSEES	_____	_____	_____
---------------------------	-------	-------	-------

First Reading: _____

Second Reading: _____

Council Bill No.: _____

Ordinance No.: _____

2nd READ

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAINED

JAMIE BUCKLEY

SAMUEL SNIDER

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

DAVID ROGGENSEES

AGENDA ITEM # 7

Ordinance accepting the contract agreement with Monkey Business for the Parks Department Bounce House Rentals. (2nd Read) Discussion/Vote.

Sponsored by the Parks Director.

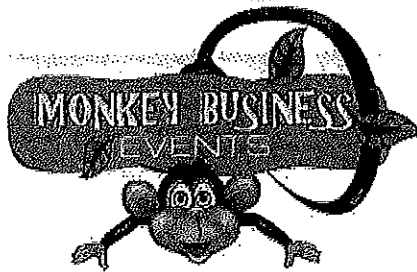
**City of Willard
Board of Aldermen Meeting**

Agenda Item Staff Report and Back-up

- 1. Title of Item: Ordinance accepting the contract agreement with Monkey Business for the Parks Department Bounce House Rentals. (1st Read)
Discussion/Vote.**

Initiated by: Parks Director

1. Description and Objective of item: A contract agreement with Monkey Business to allow for the rentals of Bounce Houses.
2. Previous Board Action: None
3. Options: Accept the contract agreement with Monkey Business to allow for the Bounce House rentals.
4. Financial impact; Source of funds: Funds allocated in the 2017 Budget.
5. Staff analysis / recommendations: Staff recommends the Board approve the contracts.



MONKEY BUSINESS EVENTS
2733 East Battlefield #248
Springfield, MO 65804

EQUIPMENT RENTAL/SERVICES AGREEMENT

1. This contract is for the equipment/service(s) listed in section labeled Section A. to be provided by **Mac Entertainment LLC d/b/a Monkey Business Events** ("Provider") to the Customer listed below, pursuant to the terms set forth herein.
2. **Customer:** Name: CITY OF WILLARD- REC CENTER – AMANDA
 Address: 233 NORTH STATE HIGHWAY Z
 WILLARD, MO 65738
 Phone: 417-742-2262
3. **Event Details:** The terms, location, date, and times of the contract shall be listed in the section labeled Section B.
4. **Cost:** Customer shall pay Provider an amount equaling the total listed in the following section labeled Section C for the equipment/services provided. A payment in full of the costs stated on Section C shall be payable no later than 1 week prior to the Event Date. Customer understands and agrees that there are No refunds if cancelled by Customer.
5. **Condition/Inspection:** Customer agrees to inspect all equipment at the time of delivery and immediately notify Provider of any deficiencies prior to its use so that Provider may inspect. Customer agrees to return all equipment in the same condition as it was provided and will pay for all damage to, theft or other loss of, all equipment.
6. **Warranty/Damages Disclaimer:** Customer agrees all equipment is provided on an "AS-IS" basis, and Provider makes no express or implied warranties as to the condition or performance of any equipment or other items provided under this contract. The only warranties applicable are those provided by the manufacturer on the equipment or instruction manual. **ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED. IN NO EVENT SHALL PROVIDER BE RESPONSIBLE FOR CONSEQUENTIAL DAMAGES.**
7. **Risks of Use:** Customer understands that use of the equipment can result in physical injury, paralysis, and death, and property damage. Customer agrees to read and comply with all instructions located on equipment, and comply with the policies/rules attached hereto.

8. **Liability Insurance:** Provider shall carry liability insurance to cover all products and services that Provider staffs. Any product or service not provided by Provider will not be covered by Provider's insurance, and Customer agrees to provide liability insurance coverage of the use of all equipment by Customer and its guests, agents and invitees.

9. ~~**Indemnification:** Customer agrees to indemnify and hold Provider harmless from any and all claims, liabilities, losses, damages, costs, or expenses, including reasonable attorneys' fees and expenses, which arise directly or indirectly from any injury or death to person or property — damage resulting from or in connection with the use of the equipment, including but not limited to the manufacture, selection, delivery, possession, use, operation or return of the equipment, — except to the extent Provider is operating the equipment and is determined to be negligent by a court of law.~~

10. **No Joint Venture:** Nothing in this contract shall be construed by any party as creating an agency, relationship, partnership, or joint venture.

11. **Merger:** This contract and attachments contain the entire agreement of the parties with respect to the transaction. No modification or addition to its terms shall be valid unless by signed written agreement.

12. **Supervision/Responsibility.** The undersigned Customer shall be responsible for the proper usage by, and supervision and safety of, all users of Provider's equipment.

Execution and Signatures: BY SIGNING BELOW, THE UNDERSIGNED CUSTOMER STATES AND AGREES: I HAVE READ AND UNDERSTAND THE ENTIRE CONTENTS OF THIS AGREEMENT INCLUDING ALL ATTACHMENTS, AND AGREE TO BE BOUND BY THEM, AND FURTHER WARRANT AND REPRESENT THAT I AM EITHER THE CUSTOMER NAMED ABOVE, OR AM AUTHORIZED AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN THIS AGREEMENT ON THEIR BEHALF AS THEIR AGENT. FURTHERMORE, I AGREE THAT I AM ALSO BINDING MYSELF PERSONALLY AS AN ADDITIONAL PARTY TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Dated this 12th day of January 2017
CUSTOMER:

Print: _____

Sign: _____

Accepted by Provider:

MAC Entertainment LLC

By: ANGIE GOFF

Position: MANAGER

Section A

Monkey Business Events will provide:

ITEMIZED EQUIPMENT/SERVICE:

FEE: \$350.00

FARM YARD TODDLER BOUNCE HOUSE

ADVENTURE GALLEY SLIDE

*NO ATTENDANT'S PROVIDED

*NO GENERATORS PLUS FUEL PROVIDED

*SET UP INDOORS

TOTAL FEE \$350.00

*Customer is responsible for providing an adult attendant for each item listed above, for safety and supervision. No staff will be supplied, unless requested and listed along with each item above.

*Customer is also responsible for electrical outlets to operate each item list above. No generators will be supplied, unless requested and listed above.

Initial: _____

Section B

Agreement Terms

Event Location: CITY OF WILLARD- REC CENTER
233 NORTH STATE HIGHWAY Z
WILLARD, MO 65738

Event Date: 04-08-2017

Event Time: 8:00AM-11:00AM

Terms: \$350.00 **See Section C**

Initial: _____

Section C

Cost

\$350.00

A payment in the amount of \$175.00 shall be due upon the signing of this contract, with a final payment of \$175.00 due no later than 1 week before event.

**Price includes, Delivery, Set up and Tear down.*

**Once this agreement is signed it will be considered an agreement/contract between equipment/service recipient and the equipment/service provider. Once payment is received your event will be scheduled.*

Initial: _____

POLICIES & RULES:

1. EVENT LOCATION AREA MUST BE FLAT, DRY AND CLEAR OF ROCKS OR ANY OTHER DEBRIS TO ENSURE THE SAFETY OF PARTICIPANTS. A 20-FOOT OVERHEAD CLEARANCE IS NEEDED, AS WELL AS A 5FT OR MORE PERIMETER AROUND THE UNITS. IT IS THE CUSTOMER'S RESPONSIBILITY TO CLEAN AREA PRIOR TO SET UP.
2. THE CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ANY DAMAGE OR LOSS TO EQUIPMENT WHILE AT CUSTOMER'S DESIGNATED LOCATION.
3. THE CUSTOMER IS RESPONSIBLE FOR PROVIDING POWER TO OPERATE BLOWER UNITS AND WATER FOR THE WET UNITS. A GROUNDED 3-PRONG OUTLET CAN BE USED AND MUST BE WITHIN 100' OF THE UNIT. A 100' HOSE CAN BE USED AND MUST BE WITHIN 100' OF THE UNIT.
4. EQUIPMENT MUST BE UNDER ADULT SUPERVISION AT ALL TIMES ENSURING THAT IT IS SAFE AND WITHIN RECOMMENDED MANUFACTURER'S GUIDELINES FOUND ON THE ATTACHED SAFETY SIGN OF EACH UNIT AS TO NUMBERS OF USERS, AGES AND SIZES.
5. SHOES, GLASSES, JEWELRY, BADGES, HAIR BARETTES, AND ANY OTHER OBJECT WHICH MAY CAUSE INJURY AND/OR DAMAGE TO PERSON OR EQUIPMENT MUST BE REMOVED PRIOR TO ENTERING.
6. TO AVOID ANY INJURIES, NO FLIPS, NO SOMERSAULTS, NO WRESTLING, NO ROUGH HOUSING, NO PUSHING, NO COLLIDING, OR ANY FORM OF BODILY CONTACT IS ALLOWED.
7. NO AEROSOLS (SUCH AS "SILLY STRING"-TYPE PRODUCTS), FOOD, DRINK, CANDY, CHEWING GUM OR ANY OTHER STICKY SUBSTANCE IS ALLOWED IN OR AROUND THE EQUIPMENT.
8. ABSOLUTELY NO USER UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR ANY INTOXICATING DRUGS SHOULD USE THE EQUIPMENT.
9. NO SMOKING OR BARBEQUE UNITS WITHIN 15 FEET OF THE EQUIPMENT.
10. DO NOT ALLOW ANYONE TO BOUNCE ON THE FRONT SAFETY STEP OR ANYWHERE ON THE EXTERIOR OF THE EQUIPMENT.
11. DO NOT ALLOW INDIVIDUALS TO CLIMB, HANG, OR SIT ON INFLATABLE WALLS.
12. KEEP EQUIPMENT AWAY FROM SWIMMING POOLS.
13. SUBJECTS OVER THE AGE OF 15 YEARS SHOULD NOT USE THE EQUIPMENT UNLESS THE UNIT IS DESIGNED FOR ADULTS.

Initial: _____

14. DO NOT FASTEN OR TIE ANYTHING TO THE EQUIPMENT. ANY DAMAGE OR EXCESSIVE DEBRIS WILL RESULT IN A REPAIR OR CLEANING CHARGE TO YOU THE CUSTOMER.
15. IN CASE OF INCLEMENT WEATHER, DEFLATE ANY INFLATABLE EQUIPMENT FOR RAIN AND/OR HIGH WINDS. ALLOW THE UNIT TO DRY WHEN RE-INFLATED AS THE VINYL SURFACE CAN BE EXTREMELY SLIPPERY WHEN WET.
16. TO AVOID NECK, BACK AND OTHER BODILY INJURIES - NO WRESTLING, FLIPS OR ROUGH HOUSING IS PERMITTED IN, ON OR FROM UNITS. PARTICIPANTS SHALL NOT JUMP FROM PLATFORMS ONTO THE SLIDING AREAS, CLIMB THE NETTING OR ROOFS OR BOUNCE AGAINST THE SIDES OR NEAR THE DOORWAY OF THE UNITS.
17. ANYONE WITH HEAD, BACK, NECK OR ANY MUSCULAR-SKELETAL INJURIES OR DISABILITIES, PREGNANT WOMEN AND OTHERS WHO MAY BE SUSCEPTIBLE TO INJURY FROM FALLS BUMPS OR BOUNCING ARE NOT PERMITTED IN THE UNITS AT ANY TIME.
18. DO NOT ALLOW OLDER CHILDREN TO JUMP WITH YOUNGER CHILDREN.
19. IF THE UNITS LOSE POWER OR BEGIN TO DEFLATE DURING OPERATION OR THERE IS ANY REASON TO STOP THE UNITS' USE, THE ADULT SUPERVISOR SHOULD IMMEDIATELY ASSIST PARTICIPANTS WITH SAFE EVACUATION FROM UNITS
20. UNITS MUST BE SECURED TO THE GROUND AT ALL TIMES TO PREVENT TIPPING OR INJURY. AT NO TIME SHOULD THE UNITS BE REMOVED FROM INSTALLED LOCATION.

Initial: _____



MONKEY BUSINESS EVENTS
2733 East Battlefield #248
Springfield, MO 65804

EQUIPMENT RENTAL/SERVICES AGREEMENT

1. This contract is for the equipment/service(s) listed in section labeled Section A. to be provided by **Mac Entertainment LLC d/b/a Monkey Business Events** ("Provider") to the Customer listed below, pursuant to the terms set forth herein.
2. **Customer:**
Name: CITY OF WILLARD – AMANDA SANDELL
Address: CITY PARK
WILLARD, MO 65738
Phone: 417-742-2262 /417-742-5380
3. **Event Details:** The terms, location, date, and times of the contract shall be listed in the section labeled Section B.
4. **Cost:** Customer shall pay Provider an amount equaling the total listed in the following section labeled Section C for the equipment/services provided. A payment in full of the costs stated on Section C shall be payable no later than 1 week prior to the Event Date. Customer understands and agrees that there are No refunds if cancelled by Customer.
5. **Condition/Inspection:** Customer agrees to inspect all equipment at the time of delivery and immediately notify Provider of any deficiencies prior to its use so that Provider may inspect. Customer agrees to return all equipment in the same condition as it was provided and will pay for all damage to, theft or other loss of, all equipment.
6. **Warranty/Damages Disclaimer:** Customer agrees all equipment is provided on an "AS-IS" basis, and Provider makes no express or implied warranties as to the condition or performance of any equipment or other items provided under this contract. The only warranties applicable are those provided by the manufacturer on the equipment or instruction manual. **ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED. IN NO EVENT SHALL PROVIDER BE RESPONSIBLE FOR CONSEQUENTIAL DAMAGES.**
7. **Risks of Use:** Customer understands that use of the equipment can result in physical injury, paralysis, and death, and property damage. Customer agrees to read and comply with all instructions located on equipment, and comply with the policies/rules attached hereto.

8. **Liability Insurance:** Provider shall carry liability insurance to cover all products and services that Provider staffs. Any product or service not provided by Provider will not be covered by Provider's insurance, and Customer agrees to provide liability insurance coverage of the use of all equipment by Customer and its guests, agents and invitees.

9. ~~**Indemnification:** Customer agrees to indemnify and hold Provider harmless from any and all claims, liabilities, losses, damages, costs, or expenses, including reasonable attorneys' fees and expenses, which arise directly or indirectly from any injury or death to person or property, damage resulting from or in connection with the use of the equipment, including but not limited to the manufacture, selection, delivery, possession, use, operation or return of the equipment, except to the extent Provider is operating the equipment and is determined to be negligent by a court of law.~~

10. **No Joint Venture:** Nothing in this contract shall be construed by any party as creating an agency, relationship, partnership, or joint venture.

11. **Merger:** This contract and attachments contain the entire agreement of the parties with respect to the transaction. No modification or addition to its terms shall be valid unless by signed written agreement.

12. **Supervision/Responsibility.** The undersigned Customer shall be responsible for the proper usage by, and supervision and safety of, all users of Provider's equipment.

Execution and Signatures: BY SIGNING BELOW, THE UNDERSIGNED CUSTOMER STATES AND AGREES: I HAVE READ AND UNDERSTAND THE ENTIRE CONTENTS OF THIS AGREEMENT INCLUDING ALL ATTACHMENTS, AND AGREE TO BE BOUND BY THEM, AND FURTHER WARRANT AND REPRESENT THAT I AM EITHER THE CUSTOMER NAMED ABOVE, OR AM AUTHORIZED AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN THIS AGREEMENT ON THEIR BEHALF AS THEIR AGENT. FURTHERMORE, I AGREE THAT I AM ALSO BINDING MYSELF PERSONALLY AS AN ADDITIONAL PARTY TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Dated this 12th day of January 2017
CUSTOMER:

Print: _____

Sign: _____

Accepted by Provider:

MAC Entertainment LLC

By: ANGIE GOFF

Position: MANAGER

Section A

Monkey Business Events will provide:

ITEMIZED EQUIPMENT/SERVICE:

FEE: \$1550.00

FARM YARD TODDLER BOUNCE HOUSE

ADVENTURE GALLEY

GUMBALL BOUNCE HOUSE

40FT OBSTACLE COURSE

CLUBHOUSE COMBO

BUNGEE RUN HOOP SHOOT OUT

*NO ATTENDANT'S PROVIDED

*NO GENERATORS PLUS FUEL PROVIDED

*SET UP GRASS

TOTAL FEE \$1550.00

*Customer is responsible for providing an adult attendant for each item listed above, for safety and supervision. No staff will be supplied, unless requested and listed along with each item above.

*Customer is also responsible for electrical outlets to operate each item list above. No generators will be supplied, unless requested and listed above.

Initial: _____

Section B

Agreement Terms

Event Location: CITY OF WILLARD
CITY PARK
WILLARD, MO 65738

Event Date: 06-24-2017

Event Time: 12:00PM-9:00PM

Terms: \$1550.00 **See Section C**

Initial: _____

Section C

Cost

\$1550.00

A payment in the amount of \$775.00 shall be due upon the signing of this contract, with a final payment of \$775.00 due no later than 1 week before event.

**Price includes, Delivery, Set up and Tear down.*

**Once this agreement is signed it will be considered an agreement/contract between equipment/service recipient and the equipment/service provider. Once payment is received your event will be scheduled.*

Initial: _____

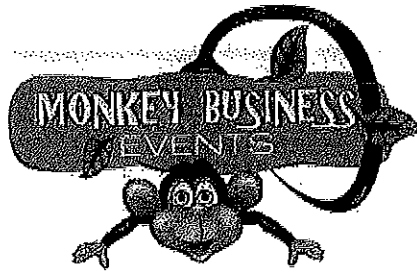
POLICIES & RULES:

1. EVENT LOCATION AREA MUST BE FLAT, DRY AND CLEAR OF ROCKS OR ANY OTHER DEBRIS TO ENSURE THE SAFETY OF PARTICIPANTS. A 20-FOOT OVERHEAD CLEARANCE IS NEEDED, AS WELL AS A 5FT OR MORE PERIMETER AROUND THE UNITS. IT IS THE CUSTOMER'S RESPONSIBILITY TO CLEAN AREA PRIOR TO SET UP.
2. THE CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ANY DAMAGE OR LOSS TO EQUIPMENT WHILE AT CUSTOMER'S DESIGNATED LOCATION.
3. THE CUSTOMER IS RESPONSIBLE FOR PROVIDING POWER TO OPERATE BLOWER UNITS AND WATER FOR THE WET UNITS. A GROUNDED 3-PRONG OUTLET CAN BE USED AND MUST BE WITHIN 100' OF THE UNIT. A 100' HOSE CAN BE USED AND MUST BE WITHIN 100' OF THE UNIT.
4. EQUIPMENT MUST BE UNDER ADULT SUPERVISION AT ALL TIMES ENSURING THAT IT IS SAFE AND WITHIN RECOMMENDED MANUFACTURER'S GUIDELINES FOUND ON THE ATTACHED SAFETY SIGN OF EACH UNIT AS TO NUMBERS OF USERS, AGES AND SIZES.
5. SHOES, GLASSES, JEWELRY, BADGES, HAIR BARETTES, AND ANY OTHER OBJECT WHICH MAY CAUSE INJURY AND/OR DAMAGE TO PERSON OR EQUIPMENT MUST BE REMOVED PRIOR TO ENTERING.
6. TO AVOID ANY INJURIES, NO FLIPS, NO SOMERSAULTS, NO WRESTLING, NO ROUGH HOUSING, NO PUSHING, NO COLLIDING, OR ANY FORM OF BODILY CONTACT IS ALLOWED.
7. NO AEROSOLS (SUCH AS "SILLY STRING"-TYPE PRODUCTS), FOOD, DRINK, CANDY, CHEWING GUM OR ANY OTHER STICKY SUBSTANCE IS ALLOWED IN OR AROUND THE EQUIPMENT.
8. ABSOLUTELY NO USER UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR ANY INTOXICATING DRUGS SHOULD USE THE EQUIPMENT.
9. NO SMOKING OR BARBEQUE UNITS WITHIN 15 FEET OF THE EQUIPMENT.
10. DO NOT ALLOW ANYONE TO BOUNCE ON THE FRONT SAFETY STEP OR ANYWHERE ON THE EXTERIOR OF THE EQUIPMENT.
11. DO NOT ALLOW INDIVIDUALS TO CLIMB, HANG, OR SIT ON INFLATABLE WALLS.
12. KEEP EQUIPMENT AWAY FROM SWIMMING POOLS.
13. SUBJECTS OVER THE AGE OF 15 YEARS SHOULD NOT USE THE EQUIPMENT UNLESS THE UNIT IS DESIGNED FOR ADULTS.

Initial: _____

14. DO NOT FASTEN OR TIE ANYTHING TO THE EQUIPMENT. ANY DAMAGE OR EXCESSIVE DEBRIS WILL RESULT IN A REPAIR OR CLEANING CHARGE TO YOU THE CUSTOMER.
15. IN CASE OF INCLEMENT WEATHER, DEFLATE ANY INFLATABLE EQUIPMENT FOR RAIN AND/OR HIGH WINDS. ALLOW THE UNIT TO DRY WHEN RE-INFLATED AS THE VINYL SURFACE CAN BE EXTREMELY SLIPPERY WHEN WET.
16. TO AVOID NECK, BACK AND OTHER BODILY INJURIES - NO WRESTLING, FLIPS OR ROUGH HOUSING IS PERMITTED IN, ON OR FROM UNITS. PARTICIPANTS SHALL NOT JUMP FROM PLATFORMS ONTO THE SLIDING AREAS, CLIMB THE NETTING OR ROOFS OR BOUNCE AGAINST THE SIDES OR NEAR THE DOORWAY OF THE UNITS.
17. ANYONE WITH HEAD, BACK, NECK OR ANY MUSCULAR-SKELETAL INJURIES OR DISABILITIES, PREGNANT WOMEN AND OTHERS WHO MAY BE SUSCEPTIBLE TO INJURY FROM FALLS BUMPS OR BOUNCING ARE NOT PERMITTED IN THE UNITS AT ANY TIME.
18. DO NOT ALLOW OLDER CHILDREN TO JUMP WITH YOUNGER CHILDREN.
19. IF THE UNITS LOSE POWER OR BEGIN TO DEFLATE DURING OPERATION OR THERE IS ANY REASON TO STOP THE UNITS' USE, THE ADULT SUPERVISOR SHOULD IMMEDIATELY ASSIST PARTICIPANTS WITH SAFE EVACUATION FROM UNITS
20. UNITS MUST BE SECURED TO THE GROUND AT ALL TIMES TO PREVENT TIPPING OR INJURY. AT NO TIME SHOULD THE UNITS BE REMOVED FROM INSTALLED LOCATION.

Initial: _____



MONKEY BUSINESS EVENTS
2733 East Battlefield #248
Springfield, MO 65804

EQUIPMENT RENTAL/SERVICES AGREEMENT

1. This contract is for the equipment/service(s) listed in section labeled Section A. to be provided by **Mac Entertainment LLC d/b/a Monkey Business Events** ("Provider") to the Customer listed below, pursuant to the terms set forth herein.
2. **Customer:**
Name: CITY OF WILLARD – AMANDA SANDELL
Address: CITY PARK
WILLARD, MO 65738
Phone: 417-742-2262 /417-742-5380
3. **Event Details:** The terms, location, date, and times of the contract shall be listed in the section labeled Section B.
4. **Cost:** Customer shall pay Provider an amount equaling the total listed in the following section labeled Section C for the equipment/services provided. A payment in full of the costs stated on Section C shall be payable no later than 1 week prior to the Event Date. Customer understands and agrees that there are No refunds if cancelled by Customer.
5. **Condition/Inspection:** Customer agrees to inspect all equipment at the time of delivery and immediately notify Provider of any deficiencies prior to its use so that Provider may inspect. Customer agrees to return all equipment in the same condition as it was provided and will pay for all damage to, theft or other loss of, all equipment.
6. **Warranty/Damages Disclaimer:** Customer agrees all equipment is provided on an "AS-IS" basis, and Provider makes no express or implied warranties as to the condition or performance of any equipment or other items provided under this contract. The only warranties applicable are those provided by the manufacturer on the equipment or instruction manual. **ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED. IN NO EVENT SHALL PROVIDER BE RESPONSIBLE FOR CONSEQUENTIAL DAMAGES.**
7. **Risks of Use:** Customer understands that use of the equipment can result in physical injury, paralysis, and death, and property damage. Customer agrees to read and comply with all instructions located on equipment, and comply with the policies/rules attached hereto.

8. **Liability Insurance:** Provider shall carry liability insurance to cover all products and services that Provider staffs. Any product or service not provided by Provider will not be covered by Provider's insurance, and Customer agrees to provide liability insurance coverage of the use of all equipment by Customer and its guests, agents and invitees.

~~9. **Indemnification:** Customer agrees to indemnify and hold Provider harmless from any and all claims, liabilities, losses, damages, costs, or expenses, including reasonable attorneys' fees and expenses, which arise directly or indirectly from any injury or death to person or property damage resulting from or in connection with the use of the equipment, including but not limited to the manufacture, selection, delivery, possession, use, operation or return of the equipment, except to the extent Provider is operating the equipment and is determined to be negligent by a court of law.~~

10. **No Joint Venture:** Nothing in this contract shall be construed by any party as creating an agency, relationship, partnership, or joint venture.

11. **Merger:** This contract and attachments contain the entire agreement of the parties with respect to the transaction. No modification or addition to its terms shall be valid unless by signed written agreement.

12. **Supervision/Responsibility.** The undersigned Customer shall be responsible for the proper usage by, and supervision and safety of, all users of Provider's equipment.

Execution and Signatures: BY SIGNING BELOW, THE UNDERSIGNED CUSTOMER STATES AND AGREES: I HAVE READ AND UNDERSTAND THE ENTIRE CONTENTS OF THIS AGREEMENT INCLUDING ALL ATTACHMENTS, AND AGREE TO BE BOUND BY THEM, AND FURTHER WARRANT AND REPRESENT THAT I AM EITHER THE CUSTOMER NAMED ABOVE, OR AM AUTHORIZED AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN THIS AGREEMENT ON THEIR BEHALF AS THEIR AGENT. FURTHERMORE, I AGREE THAT I AM ALSO BINDING MYSELF PERSONALLY AS AN ADDITIONAL PARTY TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Dated this 12th day of January 2017
CUSTOMER:

Print: _____

Sign: _____

Accepted by Provider:

MAC Entertainment LLC

By: ANGIE GOFF

Position: MANAGER

Section A

Monkey Business Events will provide:

ITEMIZED EQUIPMENT/SERVICE:

FEE: \$450.00

FARM YARD TODDLER BOUNCE HOUSE

ADVENTURE GALLEY

GUMBALL BOUNCE HOUSE

*NO ATTENDANT'S PROVIDED

*NO GENERATORS PLUS FUEL PROVIDED

*SET UP GRASS

TOTAL FEE \$450.00

*Customer is responsible for providing an adult attendant for each item listed above, for safety and supervision. No staff will be supplied, unless requested and listed along with each item above.

*Customer is also responsible for electrical outlets to operate each item list above. No generators will be supplied, unless requested and listed above.

Initial: _____

Section B

Agreement Terms

Event Location: CITY OF WILLARD
CITY PARK
WILLARD, MO 65738

Event Date: 10-28-2017

Event Time: 6:00PM-9:00PM

Terms: \$450.00 **See Section C**

Initial: _____

Section C

Cost

\$450.00

A payment in the amount of \$225.00 shall be due upon the signing of this contract, with a final payment of \$225.00 due no later than 1 week before event.

**Price includes, Delivery, Set up and Tear down.*

**Once this agreement is signed it will be considered an agreement/contract between equipment/service recipient and the equipment/service provider. Once payment is received your event will be scheduled.*

Initial: _____

POLICIES & RULES:

1. EVENT LOCATION AREA MUST BE FLAT, DRY AND CLEAR OF ROCKS OR ANY OTHER DEBRIS TO ENSURE THE SAFETY OF PARTICIPANTS. A 20-FOOT OVERHEAD CLEARANCE IS NEEDED, AS WELL AS A 5FT OR MORE PERIMETER AROUND THE UNITS. IT IS THE CUSTOMER'S RESPONSIBILITY TO CLEAN AREA PRIOR TO SET UP.
2. THE CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ANY DAMAGE OR LOSS TO EQUIPMENT WHILE AT CUSTOMER'S DESIGNATED LOCATION.
3. THE CUSTOMER IS RESPONSIBLE FOR PROVIDING POWER TO OPERATE BLOWER UNITS AND WATER FOR THE WET UNITS. A GROUNDED 3-PRONG OUTLET CAN BE USED AND MUST BE WITHIN 100' OF THE UNIT. A 100' HOSE CAN BE USED AND MUST BE WITHIN 100' OF THE UNIT.
4. EQUIPMENT MUST BE UNDER ADULT SUPERVISION AT ALL TIMES ENSURING THAT IT IS SAFE AND WITHIN RECOMMENDED MANUFACTURER'S GUIDELINES FOUND ON THE ATTACHED SAFETY SIGN OF EACH UNIT AS TO NUMBERS OF USERS, AGES AND SIZES.
5. SHOES, GLASSES, JEWELRY, BADGES, HAIR BARETTES, AND ANY OTHER OBJECT WHICH MAY CAUSE INJURY AND/OR DAMAGE TO PERSON OR EQUIPMENT MUST BE REMOVED PRIOR TO ENTERING.
6. TO AVOID ANY INJURIES, NO FLIPS, NO SOMERSAULTS, NO WRESTLING, NO ROUGH HOUSING, NO PUSHING, NO COLLIDING, OR ANY FORM OF BODILY CONTACT IS ALLOWED.
7. NO AEROSOLS (SUCH AS "SILLY STRING"-TYPE PRODUCTS), FOOD, DRINK, CANDY, CHEWING GUM OR ANY OTHER STICKY SUBSTANCE IS ALLOWED IN OR AROUND THE EQUIPMENT.
8. ABSOLUTELY NO USER UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR ANY INTOXICATING DRUGS SHOULD USE THE EQUIPMENT.
9. NO SMOKING OR BARBEQUE UNITS WITHIN 15 FEET OF THE EQUIPMENT.
10. DO NOT ALLOW ANYONE TO BOUNCE ON THE FRONT SAFETY STEP OR ANYWHERE ON THE EXTERIOR OF THE EQUIPMENT.
11. DO NOT ALLOW INDIVIDUALS TO CLIMB, HANG, OR SIT ON INFLATABLE WALLS.
12. KEEP EQUIPMENT AWAY FROM SWIMMING POOLS.
13. SUBJECTS OVER THE AGE OF 15 YEARS SHOULD NOT USE THE EQUIPMENT UNLESS THE UNIT IS DESIGNED FOR ADULTS.

Initial: _____

14. DO NOT FASTEN OR TIE ANYTHING TO THE EQUIPMENT. ANY DAMAGE OR EXCESSIVE DEBRIS WILL RESULT IN A REPAIR OR CLEANING CHARGE TO YOU THE CUSTOMER.
15. IN CASE OF INCLEMENT WEATHER, DEFLATE ANY INFLATABLE EQUIPMENT FOR RAIN AND/OR HIGH WINDS. ALLOW THE UNIT TO DRY WHEN RE-INFLATED AS THE VINYL SURFACE CAN BE EXTREMELY SLIPPERY WHEN WET.
16. TO AVOID NECK, BACK AND OTHER BODILY INJURIES - NO WRESTLING, FLIPS OR ROUGH HOUSING IS PERMITTED IN, ON OR FROM UNITS. PARTICIPANTS SHALL NOT JUMP FROM PLATFORMS ONTO THE SLIDING AREAS, CLIMB THE NETTING OR ROOFS OR BOUNCE AGAINST THE SIDES OR NEAR THE DOORWAY OF THE UNITS.
17. ANYONE WITH HEAD, BACK, NECK OR ANY MUSCULAR-SKELETAL INJURIES OR DISABILITIES, PREGNANT WOMEN AND OTHERS WHO MAY BE SUSCEPTIBLE TO INJURY FROM FALLS BUMPS OR BOUNCING ARE NOT PERMITTED IN THE UNITS AT ANY TIME.
18. DO NOT ALLOW OLDER CHILDREN TO JUMP WITH YOUNGER CHILDREN.
19. IF THE UNITS LOSE POWER OR BEGIN TO DEFLATE DURING OPERATION OR THERE IS ANY REASON TO STOP THE UNITS' USE, THE ADULT SUPERVISOR SHOULD IMMEDIATELY ASSIST PARTICIPANTS WITH SAFE EVACUATION FROM UNITS
20. UNITS MUST BE SECURED TO THE GROUND AT ALL TIMES TO PREVENT TIPPING OR INJURY. AT NO TIME SHOULD THE UNITS BE REMOVED FROM INSTALLED LOCATION.

Initial: _____

First Reading: 01/23/17

Second Reading: _____

Council Bill No.: 17-05

Ordinance No.: 170123C

AN ORDINANCE

ACCEPTING the proposal of Mac Entertainment LLC d/b/a Monkey Business Events to provide rental equipment for the City of Willard Recreation Center, and authorizing the Mayor to execute all necessary documents, on behalf of the City of Willard, to accept the proposals.

WHEREAS, the City of Willard has selected Mac Entertainment LLC d/b/a Monkey Business Events to provide said services as itemized in detail in Exhibits "A", "B" and "C" 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 Mac Entertainment LLC d/b/a Monkey Business Events to provide the services described in Exhibits "A", "B" and "C".

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

Mayor

ATTEST: _____, City Clerk

Approved as to form: _____, City Attorney

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

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

First Reading: 01/23/17

Second Reading: _____

Council Bill No.: 17-05

Ordinance No.: 170123C

2nd READ

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
-----------------------------------	-----	----	-----------

_____	_____	_____	_____
JAMIE BUCKLEY			

_____	_____	_____	_____
SAMUEL SNIDER			

_____	_____	_____	_____
DONNA STEWART			

_____	_____	_____	_____
LARRY WHITMAN			

_____	_____	_____	_____
SAM BAIRD			

_____	_____	_____	_____
DAVID ROGGENSEES			

AGENDA ITEM # 9

Ordinance adopting the 2012 International Building Codes along with the included supplements. (1st Read) Discussion/Vote.

Sponsored by the Director of Development.

First Read: _____

Second Read: _____

Bill: 17-06

Ordinance: 170213A

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI, AMENDING TITLE V OF THE CODE OF ORDINANCES OF THE CITY OF WILLARD, MISSOURI BY DELETING CHAPTERS RELATING TO THE BUILDING, RESIDENTIAL, MECHANICAL AND OTHER INTERNATIONAL CODES AND ENACTING IN LIEU THEREOF NEW CHAPTERS RELATING TO THE SAME SUBJECTS.

WHEREAS, The Board of Aldermen of the City of Willard has reviewed Title V of the Code of Ordinances of the City of Willard and determined that Title V, as it exists, requires updating; and

WHEREAS, The Board of Alderman has been advised that updating the existing International Building Codes that have been previously adopted by the Board of Aldermen would be of benefit to the Citizens of the City as well as building trades working within the City; and

WHEREAS, the Board of Aldermen has determined that a complete revision of Title V is necessary to provide adequate guidance to the building trades within the community.

NOW, THEREFORE, be it Ordained by the Board of Aldermen of the City of Willard as follows:

Section 1. Title V, Chapter 500 is deleted in its entirety.

Section 2. In lieu of the foregoing Chapter 500 new Articles with multiple subsections are hereby enacted to read as follows:

“ARTICLE I

International Building Code

Section 500.010. Adoption of International Building Code.

A certain document, one (1) copy of which is on file and open for public inspection in the office of the City Clerk of the City of Willard, Missouri, being marked and designated as the International Building Code/2012, including Appendices A, C, D, E, F, G, H, I and J as published by the International Code Council, be and is hereby adopted as the Building Code of the City of Willard for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said code are hereby referred to, adopted and made a part hereof, as if fully set out in this Chapter, with the additions, insertions, deletions and changes, if any, prescribed in Section 500.015 of this Chapter.

Section 500.015. Additions, Insertions and Changes.

The International Building Code/2012 adopted by Section 500.010 is hereby amended by substituting the following Sections or portions of Sections for those Sections or portions of Sections with corresponding numbers of the International Building Code/2012, or where there is no corresponding Section in the code, the following Sections shall be enacted as additions to the code.

- A. Section 101.1 Insert: ‘The City of Willard’.
- B. Fee “as adopted by City of Willard”.
- C. Section 114.4 Violation Penalties. Is hereby amended to add an additional sentence to the end of the paragraph as follows: ‘The penalties are set forth in Section 500.150 of the Code of Ordinances of the City of Willard’.
- D. Section 114.3 is amended to add an additional sentence to the end of the paragraph as follows: ‘The penalties are set forth in Section 500.150 of the Code of Ordinances of the City of Willard’.
- E. Delete Section 1680.2 in its entirety and add in its place a new section 1608.2 to read as follows: ‘1608.2 Ground Snow Load: The ground snow load for the City of Willard, Missouri shall be a minimum of 20 pounds per. Sq. ft.’.
- F. Section 1612.3 Insert: ‘City of Willard’.
- G. Section 1612.3 Insert: “as adopted by the City of Willard”.

ARTICLE II

International Residential Code

Section 500.020. Adoption of International Residential Code.

A certain document, one (1) copy of which is on file and open for public inspection in the office of the City Clerk of the City of Willard, Missouri, being marked and designated as the International Residential Code/2012, including Appendices A, B, C, D, E, G, H, J, K, M, N and Q as published by the International Code Council, be and is hereby adopted as the Residential Code of the City of Willard for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of one- and two-family dwellings and town houses not more than three (3) stories in height in the City of Willard; and each and all of the regulations, provisions, penalties, conditions and terms of said code are hereby referred to, adopted and made a part hereof, as if fully set out in this Chapter, with the additions, insertions, deletions and changes, if any, prescribed in Section 500.025 of this Chapter.

Section 500.025. Additions, Insertions and Changes.

The International Residential Code/2012 adopted by Section 500.020 is hereby amended by substituting the following Sections or portions of Sections for those Sections or portions of Sections with corresponding numbers of the International Residential Code/2012, or where there is no corresponding Section in the code, the following Sections shall be enacted as additions to the code.

- A. Section R101.1 Insert: 'The City of Willard'.
- B. Section R103 'Department of Building Safety'. Delete in its entirety. Insert, in lieu thereof, the following: 'Refer to Section 103 of the International Building Code'.
- C. Section R113.4. Add a sentence to the end of the paragraph to read as follows: 'The penalties are set forth in Section 500.150 of the Code of Ordinances of the City of Willard'.
- D. Insert the following values in Table R301.2 (1):

1. Ground snow load	20
2. Wind speed	90
3. Seismic design category	C
4. Damage from weathering	Severe
5. Frost line depth	18 inches
6. Damage from decay	Moderate/Heavy
7. Winter design temperature	9°
8. Flood hazard	"as adopted by the City of Willard"
- E. R501.3.5 Add the following exception: No protection required when there is no mechanical equipment located in a crawl space.
- F. Chapter 11 of the 2012 International Residential Code shall be replaced by the 2006 International Residential Code Chapter 11.
- G. Delete Section P2503.5.2 item 2 in its entirety.
- H. Delete Section p2503.6
- I. Section E3902.2 Add the following exception; GFCI is not required if garage door opener receptacle is a single dedicated receptacle and not a duplex.
- J. Delete entire section E4002.14.

ARTICLE III

Electrical Code

Section 500.030. Adoption of The National Electric Code.

A certain document, one (1) copy of which is on file and open for public inspection in the office of the City Clerk of the City of Willard, Missouri, being marked and designated as the National Electric Code (NEC)/2011. Hereby adopted and known as the Electric Code of the City of Willard. For the purpose of establishing rules and regulations for the design, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of electrical systems in the City of Willard; and each and all of the regulations, provisions, penalties, conditions and terms of said code are hereby referred to, adopted and made a part hereof, as if fully set out in this Chapter, with the additions, insertions, deletions and changes, if any, prescribed in Section 500.035 of this Chapter.

Section 500.035. Additions, Insertions and Changes.

The National Electric Code (NEC)/2011 adopted by Section 500.030 is hereby amended by substituting the following Sections or portions of Sections for those Sections or portions of Sections with corresponding numbers

of the National Electric Code (NEC)/2011, or where there is no corresponding Section in the code, the following Sections shall be enacted as additions to the code.

- A. Add to Section 90.9, Scope and Administration ‘See Section 500.010 of the Code of Ordinances of the City of Willard reference to Chapter 1 International Building Code.’
- B. Delete Subsection 230.70 (A)(1) in its entirety and insert, in lieu thereof, the following: ‘230.70 (A)(1) The new service disconnecting means shall be installed at a readily accessible location outside of the building at or near the electrical provider's equipment meter base’.
- C. Delete Article 406 Section 406.12.
- D. Delete Article 406 Section 406.13.

ARTICLE IV

International Plumbing Code

Section 500.040. Adoption of International Plumbing Code.

A certain document, one (1) copy of which is on file and open for public inspection in the office of the City Clerk of the City of Willard, Missouri, being marked and designated as the International Plumbing Code/2012, including Appendices E and F, as published by the International Code Council, be and is hereby adopted as the Plumbing Code of the City of Willard for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of plumbing systems in the City of Willard; and each and all of the regulations, provisions, penalties, conditions and terms of said code are hereby referred to, adopted and made a part hereof, as if fully set out in this Chapter, with the additions, insertions, deletions and changes, if any, prescribed in Section 500.045 of this Chapter.

Section 500.045. Additions, Insertions and Changes.

The International Plumbing Code/2012 adopted by Section 500.040 is hereby amended by substituting the following Sections or portions of Sections for those Sections or portions of Sections with corresponding numbers of the International Plumbing Code/2012, or where there is no corresponding Section in the code, the following Sections shall be enacted as additions to the code.

- A. Section 101.1 Insert: ‘City of Willard’.
- B. Delete Sections 103.1, 103.2 and 103.3 in their entirety and insert, in lieu thereof, the following statement: ‘See Chapter 1 of the International Building Code/2012’.
- C. Section 106.6.3 ‘Fee Refunds’ Delete the text in its entirety and insert the following statement: ‘See Section 109.6 of the International Building Code/2012’.
- D. Delete the text of Section 108.4 in its entirety and add a statement, in lieu thereof, which shall read ‘See Section 500.150 of the Code of Ordinances of the City of Willard’.
- E. Amend Section 108.5 by deleting the last sentence of that Section and adding, in lieu thereof, the following: ‘Any person who shall continue any work on the system having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine as prescribed in Section 500.150 of the Code of Ordinances of the City of Willard’.
- F. Section 305.4.1 Insert: ‘24”’, ‘24”’.
- G. Delete “Exceptions: 2. Of Subsection 403.2, Separate facilities,; in its entirety, and add the following: “2, Separate facilities shall not be required in structures or tenant spaces with a total occupant load, including both employees and customers, of 49 or less and which do not serve food or beverages to be consumed within the structure or tenant space.”

- H. In addition, add the following: “4. Separate facilities shall not be required in structures or tenant spaces that serve food or beverages to be consumed within the structure or tenant space with a total occupant load, including both employees and customers of 15 or less.”
- I. In Section 410.3 Substitution, add the following: “Exception: In all use groups except Use Group A, where the occupant load is less than 49, a two- or five-gallon water dispenser or water cooler may be substituted for the required drinking fountain.”
- J. Section 903.1 Insert: ‘12”’.

ARTICLE V

International Mechanical Code

Section 500.050. Adoption of International Mechanical Code.

A certain document, one (1) copy of which is on file and open for public inspection in the office of the City Clerk of the City of Willard, Missouri, being marked and designated as the International Mechanical Code/2012, including Appendix A, as published by the International Code Council, be and is hereby adopted as the Mechanical Code of the City of Willard for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of mechanical systems in the City of Willard; and each and all of the regulations, provisions, penalties, conditions and terms of said code are hereby referred to, adopted and made a part hereof, as if fully set out in this Chapter, with the additions, insertions, deletions and changes, if any, prescribed in Section 500.055 of this Chapter.

Section 500.055. Additions, Insertions and Changes.

The International Mechanical Code/2012 adopted by Section 500.050 is hereby amended by substituting the following Sections or portions of Sections for those Sections or portions of Sections with corresponding numbers of the International Mechanical Code/2012, or where there is no corresponding Section in the code, the following Sections shall be enacted as additions to the code.

- A. Section 101.1 Insert: ‘City of Willard’.
- B. Delete Sections 103.1, 103.2 and 103.3 in their entirety and insert, in lieu thereof, the following statement: ‘See Chapter 1 of the International Building Code/2012’.
- C. Section 106.5.3. Delete the text and add the sentence to read as follows: ‘See Section 109.6 of the International Building Code’.
- D. Delete the text of Section 108.4 in its entirety and add a new sentence which shall read as follows: ‘The penalties are set forth in Section 500.150 of the Code of Ordinances of the City of Willard’.
- E. Amend Section 108.5 by deleting the last sentence of that Section and adding, in lieu thereof, the following: ‘Any person who shall continue any work on the system having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine as prescribed in Section 500.150 of the Code of Ordinances of the City of Willard’.

ARTICLE VI

International Fuel Gas Code

Section 500.060. Adoption of International Fuel Gas Code.

A certain document, one (1) copy of which is on file and open for public inspection in the office of the City Clerk of the City of Willard, Missouri, being marked and designated as the International Fuel Gas Code/2012, including Appendices A, B, C and D, as published by the International Code Council, be and is hereby adopted as the Fuel Gas Code of the City of Willard for the control of building and structures as herein provided; and each and all of

the regulations, provisions, penalties, conditions and terms of said code are hereby referred to, adopted and made a part hereof, as if fully set out in this Chapter, with the additions, insertions, deletions and changes, if any, prescribed in Section 500.065 of this Chapter.

Section 500.065. Additions, Insertions and Changes.

The International Fuel Gas Code/2012 adopted by Section 500.060 is hereby amended by substituting the following Sections or portions of Sections for those Sections or portions of Sections with corresponding numbers of the International Fuel Gas Code/2012, or where there is no corresponding Section in the code, the following Sections shall be enacted as additions to the code.

- A. Section 101.1 Insert: 'City of Willard'.
- B. Delete Section 103 in its entirety.
- C. Delete Section 106.6.1.
- D. Delete Section 106.6.3.
- E. Section 108.4, delete the text of this Section in its entirety and add one (1) new sentence to read as follows:
'See Section 500.150 of the Code of Ordinances of the City of Willard'.
- F. Section 108.5, delete the text of this Section in its entirety and add one (1) new sentence to read as follows:
'See Section 500.150 of the Code of Ordinances of the City of Willard'.

ARTICLE VII

International Fire Code

Section 500.070. Adoption of International Fire Code.

A certain document, one (1) copy of which is on file and open for public inspection in the office of the City Clerk of the City of Willard, Missouri, being marked and designated as the International Fire Code/2012, including Appendices B, C, D, E, F and G, as published by the International Code Council, be and is hereby adopted as the Fire Code of the City of Willard for the control of buildings, structures and premises as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said code are hereby referred to, adopted and made a part hereof, as if fully set out in this Chapter, with the additions, insertions, deletions and changes, if any, prescribed in Section 500.075 of this Chapter.

Section 500.075. Additions, Insertions and Changes.

The International Fire Code/2012 adopted by Section 500.070 is hereby amended by substituting the following Sections or portions of Sections for those Sections or portions of Sections with corresponding numbers of the International Fire Code/2012, or where there is no corresponding Section in the code, the following Sections shall be enacted as additions to the code.

- A. Section 101.1 Insert: 'City of Willard'.
- B. Delete in its entirety Sections 103.2 and 103.3. Renumber Sections 103.4 and 103.4.1 to 103.2 and 103.2.1, respectively.
- C. Delete Section 109.4 in its entirety and add, in lieu thereof, the following: 'Section 109.4 Violation Penalties. Persons who shall be found guilty of violating a provision of this code or failing to comply with any of the requirements thereof or who erect, install, alter or repair any structure in violation of the approved construction documents or directive of the Code Official, or of a permit or certificate issued under the provisions of this code, shall be punished as set forth in Section 500.150 of the Code of Ordinances of the City of Willard'.

- D. Section 111.4 'Failure to Comply' Delete the text in its entirety and add, in lieu thereof, the following: 'Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be punished in accordance with Section 500.150 of the Code of Ordinances of the City of Willard'.
- E. Section 505.1 add four (4) new sentences to the end of the paragraph which shall read as follows: 'Address number size shall be increased by a minimum of two (2) inches for each fifty (50) feet the building is set back from the street, highway or road. If the building is not visible from the street, highway or road, the address shall be posted at the intersection of the driveway and the main road by separate signage. If separate signage is used, numbers shall be installed so there is not less than three (3) feet no more than five (5) feet from ground level to the numbers. If the property has a rear access drive or road, the address shall be posted on the rear of the building or at the roadway'.

ARTICLE VIII

Energy Conservation Code

Section 500.080. Adoption of Energy Conservation Code.

A certain document, one (1) copy of which is on file and open for public inspection in the office of the City Clerk of the City of Willard, Missouri, being marked and designated as the International Energy Conservation Code/2012, including all Appendix Chapters, as published by the International Code Council, be and is hereby adopted as the Energy Conservation Code of the City of Willard for regulating and governing energy efficient building envelopes and installation of energy efficient mechanical, lighting and power systems as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said code are hereby referred to, adopted and made a part hereof, as if fully set out in this Chapter, with the additions, insertions, deletions and changes, if any, prescribed in Section 500.085 of this Chapter.

Section 500.085. Additions, Insertions and Changes.

The International Conservation Code/2012 adopted by Section 500.080 is hereby amended by substituting the following Sections or portions of Sections for those Sections or portions of Sections with corresponding numbers of the International Conservation Code/2012, or where there is no corresponding Section in the code, the following Sections shall be enacted as additions to the code.

- A. Section C101.1 and R101.1 Insert City of Willard
- B. Section C108.4 and R108.4 Insert (\$50.00), (\$500.00)

ARTICLE IX

Existing Buildings Code

Section 500.090. Adoption of The International Existing Buildings Code.

A certain document, one (1) copy of which is on file and open for public inspection in the office of the City Clerk of the City of Willard, Missouri, being marked and designated as the International Existing Buildings Code/2012, including Appendices A and B, as published by the International Code Council, be and is hereby adopted as the Existing Buildings Code/2012 of the City of Willard for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said code are hereby referred to, adopted and made a part hereof, as if fully set out in this Chapter, with the additions, insertions, deletions and changes, if any, prescribed in Section 500.095 of this Chapter.

Section 500.095. Additions, Insertions and Changes.

The International Existing Buildings Code/2012 adopted by Section 500.090 is hereby amended by substituting the following Sections or portions of Sections for those Sections or portions of Sections with corresponding numbers of the International Existing Buildings Code/2012, or where there is no corresponding Section in the code, the following Sections shall be enacted as additions to the code.

- A. Section 101.1 Insert: 'City of Willard'.
- B. Section 1301.2 Insert: "as adopted by the City of Willard".

ARTICLE X

International Property Maintenance Code

Section 500.100. Adoption of International Property Maintenance Code.

A certain document, one (1) copy of which is on file and open for public inspection in the office of the City Clerk of the City of Willard, Missouri, being marked and designated as the International Property Maintenance Code/2012, as published by the International Code Council, be and is hereby adopted as the Property Maintenance Code of the City of Willard for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said code are hereby referred to, adopted and made a part hereof, as if fully set out in this Chapter, with the additions, insertions, deletions and changes, if any, prescribed in Section 500.105 of this Chapter.

Section 500.105. Additions, Insertions and Changes.

The International Property Maintenance Code/2012 adopted by Section 500.100 is hereby amended by substituting the following Sections or portions of Sections for those Sections or portions of Sections with corresponding numbers of the International Property Maintenance Code/2012, or where there is no corresponding Section in the code, the following Sections shall be enacted as additions to the code.

- A. Section 101.1 Insert: 'The City of Willard'.
- B. Section 106.4 'Violation Penalties' Add a new last sentence which shall read as follows: 'See Section 500.150 of the Code of Ordinances of the City of Willard'.
- C. Section 303.14 Insert: 'March 15th' and 'September 15th'.
- D. Section 602.3 Insert: 'September 15th' and 'March 15th'.
- E. Section 602.4 Insert: 'September 15th' and 'March 15th'.
- F. Section 606.1 'General'; add a new sentence to the end of the paragraph which shall read as follows: 'All elevators shall be inspected and approved by the State Fire Marshal's Elevator Inspectors on an annual basis'.

ARTICLE XI

Fees

Section 500.110. Fee Schedule.

- A. Adoption of Fee Schedule. There is hereby adopted a fee schedule for building fees and development fees associated with the construction, alteration, enlargement, repair, demolition, conversion, removal, remodeling, use or maintenance of all buildings and structures within the City.
- B. Collection of Fees. All fees due and payable pursuant to the fee schedule herein adopted relating to commercial and residential buildings or structures shall be paid to the Willard City Clerk. All fees due

and payable pursuant to the development fee schedule herein adopted shall be payable to the Willard City Clerk.

C. City of Willard Building Fee Schedule.

Building Fees		
Building Fee:		
	Use International Building Code\2012 Permit Fee Schedule with the following multipliers:	
Gross Area Modifier = 70		
Permit Fee Modifier = .0020		
*	Formula for permit fee (Gross Area X Gross Area Modifier X Type of Construction X Permit Fee Multiplier)	
The following fees deviate from the building fee:		
All accessory buildings in zoning classifications of "A-1," "A-R" or "R" shall use construction type U in the fee schedule.		
Issuance of permit		\$10.00
Blasting permit/excavation permit		\$50.00
A performance bond of one thousand dollars (\$1,000.00) cash as surety for performance shall be deposited with the Willard City Clerk for any excavation within the right-of-way limits of any street, alley or sidewalk within the City, such cash bond shall be refunded after meeting the requirements of Section 400.1500.		
Building permit fee minimum		\$55.00
Building appeals request - non-refundable		\$225.00
Change of owner or contractor on permit		\$50.00
Accessory structure permit		
	Fence building permit	\$10.00
	<120 square feet building permit	\$10.00
	120 to 300 square feet building permit	\$25.00
	>300 square feet building permit	\$35.00
Conditional use permit		\$100.00
Decks		
	Deck < 30 inches and/or < 120 square feet	\$40.00
	Deck > 30 inches and/or > 120 square feet	\$50.00
Elevator		\$150.00
Fire suppression system		
	Plan review	\$100.00
	Permit for new system	\$200.00
	Permit for modification of system	\$100.00
Grading permit		\$75.00
Infrastructure fee		
	Residential	\$450.00
	Commercial	\$600.00
Mobile home (fee includes building, electric, plumbing and mechanical fee)		
	Park	\$100.00
	Other than park	\$100.00

Building Fees		
	Replace with existing services	\$100.00
Park fee		
	Residential	\$250.00 per lot
Certificate of occupancy		\$20.00
Areas (parking lots, tennis courts, etc.)		\$0.15 per 100 square feet up to 20,000 square feet. 20,000 square feet or more, \$30.00 plus \$0.10 for each additional 100 square feet. A minimum of \$25.00
Paved driveways - curb and gutter		\$50.00
On-site wastewater systems (septic system)		\$100.00
Re-roofing permit		\$25.00
Signs		
	Billboards	\$0.20 per square foot
	Building signs - detached	\$25.00
	Building signs - attached	\$25.00
Illuminated signs		Add \$10.00
Storage tanks (per tank)		
	< than 500 gallons	\$75.00
	> than 500 gallons	\$100.00
Storm shelter		\$75.00
Swimming pools (fee includes building, electric, plumbing and mechanical)		
	Residential (one- and two-family)	
	Above grade	\$35.00
	Below grade	\$75.00
	All other pools (commercial)	\$185.00
	Plan review fee for commercial pools	\$75.00
Temporary use permit		\$100.00
Towers (in height)		
	Plan review fee	\$100.00
	<100 feet	\$100.00
	Each additional 100 feet	\$25.00
	Antennas added to existing tower	\$100.00 per antenna assembly
Variance permit		\$300.00 plus any additional costs to City
Well		\$100.00
Reinspection fees:		
	2nd reinspection	\$100.00
	3rd reinspection, stop work order and fee	\$100.00
Moving of structure or building:		
	Preinspection of building	\$45.00
	Moving a structure	\$65.00 (plus electrical, plumbing, mechanical, etc.)

Building Fees	
A cash bond of one thousand five hundred dollars (\$1,500.00) shall be deposited with the Willard City Clerk. The cash bond shall be refunded after the structure has been moved, all proper inspections completed and the certificate of occupancy permit is issued.	
Remodel: The fee for remodeling shall be based on one-half (½) of the amount for a new building, but not less than the minimum fees.	
Commercial in-fill: The fee for in-fill construction in existing commercial buildings shall be one-half (½) of the amount for a new structure, but not less than the minimum fees.	
Demolition: The fee for demolition of a building shall be one hundred dollars (\$100.00). A cash bond of five hundred dollars (\$500.00) shall be deposited with the City of Willard. The bond shall be refunded after the proper inspections have been completed and all required documents are submitted.	
Work without permit: Where work has commenced without proper permits, an additional fee equal to the amount of the permit [not to exceed one hundred dollars (\$100.00)] will be charged. Emergency work (situations wherein life, health and/or safety would be affected) will be exempt from this charge if the proper permit is obtained within seventy-two (72) hours after notification.	
Electrical fees:	
Electrical	35% of building fee
Minimum fee	\$50.00
Plumbing fees:	
Plumbing fees	35% of building fee
Minimum fee	\$50.00
Mechanical fees:	
Mechanical fees	35% of building fee
Minimum fee	\$50.00
Mechanical fee for the change out of a furnace or water heater	\$40.00
All permit fees shall be rounded to nearest dollar amount	
Examples: \$129.49 = \$129.00 and \$129.50 = \$130.00	

D. City of Willard Development Fee Schedule.

Development Fees	
All legal, recording, advertising and/or consulting fees will be billed to the applicant in addition to the following:	
Sketch plan review	
Residential	\$100.00
Commercial	\$100.00
Planned development district	\$100.00
Application major subdivision	\$50.00
Application minor subdivision	\$50.00
Preliminary plat	
Residential	\$250.00 plus \$2.50 per lot
Commercial	\$335.00 plus \$3.35 per lot
Planned development district	\$300.00 plus \$6.00 per lot
All appeals	\$100.00
Major site application	\$50.00

Development Fees	
Minor site application	\$50.00
Final plat	
Residential	\$300.00 plus \$10.00 per lot
Commercial	\$300.00 plus \$10.00 per lot
Planned development district	\$300.00 plus \$10.00 per lot
Floodplain development fees	\$250.00
Stormwater buyout	See Section 400.1460 (K)
Rezoning	\$300.00
Text amendment	\$100.00
Lot split/replat	\$300.00
Pro rata reimbursement	See Section 400.1460

E. City of Willard Miscellaneous Fee Schedule.

Miscellaneous Fees	
Fireworks:	
Fireworks display	\$50.00
Fireworks license-dealer	\$200.00
Occupancy without a permit	\$150.00/daily
Recording fees	Varies per project
Water connection fees	See Section 705.090
Sewer connection fees	See Section 710.470
Abatement fees	Varies per violation
Locate fee	\$5.00

ARTICLE XII

Code Enforcement Officer

Section 500.110. Establishment

There is hereby established the office of Codes Enforcement Officer of the City of Willard, Missouri.

Section 500.125. Appointment

The office of Codes Enforcement Officer shall be filled by appointment by the Mayor with the consent and the approval of a majority of the members or the Board of Aldermen.

Section 500.130. Duties.

- A. **Building Inspector.** It shall be the duty of the Codes Enforcement Officer to see to the enforcement of the City of Willard Residential Code as such may relate or apply to any one- and two-family residential buildings or structures being erected or altered within the City and the enforcement of all other codes adopted in Chapter 500 as such may relate or apply to any commercial buildings or structures being erected or altered within the City.
- B. **Zoning Regulations and Nuisance Ordinances.** It shall be the duty of the Codes Enforcement Officer to see to the enforcement of the City of Willard land development regulations, zoning regulations and nuisance ordinances as such may apply or relate to any building, structure or development within the City.

- C. Stop Order. The Codes Enforcement Officer shall have the power to order all work stopped on construction or alteration or repair of all commercial and residential buildings or structures in the City when such work is being done in violation of any provisions of the ordinances of the City. Work shall not be resumed after the issuance of such an order except on the written permission of the officer, provided that, if the stop order is an oral one, it shall be followed by a written stop order within an hour. Such written stop order may be served by any Policeman.
- D. Entry Powers. The Codes Enforcement Officer shall have the power to make or cause to be made an entry into any commercial and residential buildings, structures or premises where the work of altering, repairing or constructing any building or structure is going on, for the purpose of making inspections, upon reasonable notice to the owner.

Section 500.135. Compensation.

The Residential Code Inspector shall be paid such compensation as shall be fixed by the Board of Aldermen.

ARTICLE XIII

Miscellaneous Building Regulations

Section 500.140. Address Numbering System.

- A. The City of Willard hereby adopts the address numbering system as the official plan for the City street numbers assigned to the dwellings located thereon. The plan shall be kept at the office of the City Clerk.
- B. The City Clerk shall assign numbers to dwellings in accordance with such plan.
- C. Construction of new dwellings not reflected on the official plan in previously developed areas of the City shall be assigned numbers by the City Clerk, consistent with the system approved in this plan and shall amend the plan to reflect the assigned numbers.
- D. At any time hereafter new subdivisions are approved and filed by the City, the City Clerk shall assign to each lot on said subdivision a dwelling number, consistent with the system approved in this plan and shall amend the official plan in order that the same shall reflect the assigned numbers.
- E. At the time a permit is issued upon an application requesting a permit for new construction in a previously developed area or a new subdivision, the City Clerk shall advise the applicant of the assigned number for the dwelling to be constructed.
- F. The owner of the dwelling located on the lot or area assigned a number on the official plan shall display on said dwelling the street number corresponding to the number on the official plan.

ARTICLE XIV

Penalties

Section 500.150. Penalties.

- A. Penalties:
 - 1. Any person, firm or business entity convicted of violation of any provision of Title V or the International Building Codes adopted herein is guilty of an ordinance violation and shall be punishable by a fine not to exceed five hundred dollars (\$500.00) or by confinement in the County Jail for a term not exceeding ninety (90) days, or by both such fine and confinement.
 - 2. Every day any violation of Title V or the International Building Code and Building Regulations adopted herein shall continue shall constitute a separate offense.

3. Whenever any act is prohibited by the Building Code and Building Regulations adopted in the Title, by an amendment thereof, or by any rule or regulation adopted thereunder, such prohibition shall extend to and include the causing, securing, aiding or abetting of another person to do said act. Whenever any act is prohibited by the Building Code and Building Regulations, an attempt to do the act is likewise prohibited.
 4. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine not to exceed five hundred dollars (\$500.00) or by imprisonment not exceeding ninety (90) days, or by both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.
- B. Saving Clause. Nothing in Title V, or in the International Building Code hereby adopted, shall be constructed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Section.
- C. Liability. Nothing in Title V, or in the International Building Code hereby adopted, shall be construed to relieve from responsibility or to lessen the responsibility of any person, firm, corporation owning, controlling or constructing buildings, nor shall the City be held as assuming any liability of any nature by reasons of the inspection authority hereby issued to the City Building Inspector for inspection of buildings.

Article XV

Intentionally Left Blank”

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval.

Mayor

ATTEST: _____, City Clerk

Approved as to form: _____, City Attorney

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

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 to accept bid for Public Works Truck purchase.

Sponsored by the Public Works Director

**City of Willard
Board of Aldermen Meeting**

Agenda Item Staff Report and Back-up

Title of Item: Discussion to Authorize the Purchase of a New Pickup for the Public Works Department

Initiated by: Public Works Director

1. Description and Objective of item: To purchase a new Half-Ton 4 x 2 extended cab pickup to replace the Dodge Dakota pickup.
2. Previous Board Action: NONE
3. Options: The bid prices are from MoDOT's current light duty fleet bids and include prices for Chevrolet, Dodge, Ford and GMC trucks.
4. Financial impact; Source of funds: Budgeted funds for 2017 fiscal year
5. Staff analysis / recommendations: Based on a review of the bids, we recommend purchasing a Chevrolet Silverado 1500 with the towing package and trailer mirrors from Don Brown Chevrolet. The total price, excluding delivery, is \$21,822.

BID FORM

MAILING ADDRESS:
MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES, P.O. BOX 270
JEFFERSON CITY, MO 65102

REQUEST NO.	3-161115TV
DATE	October 25, 2016

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL
BE RECEIVED AT THIS OFFICE UNTIL

1:00 pm., Local Time, November 15, 2016

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING
THE FOLLOWING EQUIPMENT.

**BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF
TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered
Various End User Delivery Locations

DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET
FOR OPENING.

BUYER: Tom Veasman
BUYER EMAIL:
tom.veasman@modot.mo.gov

BUYER TELEPHONE: 573-522-4404

LIGHT DUTY VEHICLES

This Request For Bid seeks bids from qualified organizations to provide vehicles in accordance with the following pages. MoDOT will receive bids at the following mailing address: P.O. Box 270, Jefferson City, MO 65102-0270, or hand-delivered in a sealed envelope to the following physical address: **General Services Procurement at 830 MoDOT Drive, Jefferson City, MO 65109** until 1:00 p.m., November 15, 2016. Bid forms and information may be obtained by contacting Tom Veasman at 573-522-4404, tom.veasman@modot.mo.gov, or electronically download them at: <http://www.modot.org/business/surplus/Fleet%20Buyers%20Web%20Page/LightDutyVehicles.htm>

Components of Agreement: The Agreement between MHTC and the successful Bidder(s) shall consist of: the RFB and any written amendments thereto, the "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB and the bid submitted by the Bidder in response to the RFB. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

Return sealed bids to the address shown at the top of this page to the attention of the buyer. Submission of bids to the above mailing address must go through MoDOT's mail room and will require additional time to arrive at 830 MoDOT Drive.

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____
Email Address: _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____

Is your firm MBE certified? ☐ Yes ☐ No

Title: _____
Is your firm WBE certified? ☐ Yes ☐ No

ITEM # 4 - New standard equipped 2016 Half-Ton 4 X 2 Extended Cab Pickup Truck

EXAMPLES OF ACCEPTABLE MAKES AND MODELS:

Standard Ford F-150

Standard Chevrolet 1500 Silverado/GMC 1500 Sierra

Standard Dodge Ram 1500

All units must contain the following options:

1. Standard minimum V6 gas engine (Size _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio
3. Minimum 4 Speed Automatic transmission
4. Air conditioning
5. LH & RH exterior mirrors
6. Tires:(4) 6-ply all season, plus full size spare and wheel (Size) _____
7. Vinyl/Rubber flooring
8. Long Bed Bed length _____
9. 4-wheel anti-lock braking system (ABS)
10. Speed control and tilt wheel
11. Power windows/door locks
12. Daytime running lights
13. Vinyl seats
14. 2 sets of keys

DEALER COMPLETE IN DETAIL:

MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____ IS THIS ENGINE E-85 COMPATIBLE? _____

OPTIONAL EQUIPMENT PRICES, Item #4

Indicate the cost or deduction for the below listed options. Price should include all required options and special equipment.

- Option 4A. Towing Package: Manufacturer's Standard to include: Receiver hitch, 4/7 pin trailer wiring connection and electric trailer brake controller EACH \$ _____
- Option 4B. Trailer type exterior mirrors in lieu of standard EACH \$ _____
- Option 4C. Exterior color to be Federal Standard #595C "DOT Highway Yellow" EACH \$ _____
- Option 4D. Alternate larger V6 gasoline engine (state size and horsepower) EACH \$ _____
SIZE _____ HORSEPOWER _____ E-85 compatible? _____
- Option 4E. Alternate larger V8 gasoline engine (state size and horsepower) EACH \$ _____
SIZE _____ HORSEPOWER _____ E-85 compatible? _____
- Option 4F. 2 Full-length cab steps or running boards.
(One on Drivers Side, one on Passenger side.) SET \$ _____

OPTIONAL EQUIPMENT PRICES, Item #4 continued

Option 4G.	Short Bed in lieu of Long Bed	State Length _____	EACH \$ _____
Option 4H.	Optional Rear Axle Ratio	Axle Ratio _____	EACH \$ _____
Option 4I.	Limited Slip Rear Axle	Axle Ratio _____	EACH \$ _____
Option 4J.	Auxiliary Upfitter Switches		EACH \$ _____
Option 4K.	Bluetooth Capability		EACH \$ _____
Option 4L.	Additional set of Keys (Ignition and door locks)		EACH \$ _____
Option 4M.	4WD in lieu of 2WD		EACH \$ _____
Option 4N.	10 ply tires in lieu of 6 ply tires		EACH \$ _____

Please indicate below the percent (%) discount off Manufacturers' Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides (not applicable to those options priced in the preceding OPTIONS section as those options shall be priced with the discount included).

Discount off MSRP for all Data Book or List Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ days after receipt of order.

Missouri Department of Transportation
RFB 3-161115TV Light Duty Vehicles
Multiple Award

ITEM # 4 - New standard equipped 2017 or Newer Half-Ton 4 x 2 Extended Cab Pickup Truck

	VENDORS					
	Don Brown Chevrolet	Lou Fusz Chevrolet	Lous Fusz GMC	Putnam Chevrolet	Roberts Chevrolet Buick	W-K Chevrolet
MAKE/MODEL	Chevrolet / Silverado 1500 Double Cab	Chevrolet Silverado	GMC Sierra	Chevrolet Silverado	Chevrolet/Silverado Double Cab	Chevrolet Silverado
GVWR	6900	6900	6900	6900	6900	6900
GAS MPG CITY / HWY	18/24	18/24	18/24	18/24	18/24	18/24
E-85 Compatible (Y/N)	Y	Y	Y	Y	Y	Y
Engine Size/HP	4.3 / 285	4.3 / 285	4.3 / 285	4.3 / 285	4.3 / 285	4.3 / 285
Tire Size	LT265/70R17C	LT265/70R17C	LT265/70R17C	LT265/70R17C	LT265/70R17C	LT265/70R17C
Bed Length	78.87	6'6"	6'6"	6' 6"	6'6"	78.87
BASE PRICE	\$ 21,389.00	\$ 21,316.00	\$ 21,390.00	\$ 21,319.00	\$ 21,520.00	\$ 22,582.00
OPTION 4A Tow Pkg.	\$ 387.00	\$ 609.00	\$ 609.00	\$ 605.00	\$ 603.00	\$ 398.00
OPTION 4B Traller Type Mirrors (ILO Std)	\$ 66.00	\$ 63.00	\$ 63.00	\$ 77.00	\$ 63.00	\$ 112.00
OPTION 4C Ext. Color Highway Yellow	\$ 284.00	\$ -	\$ -	\$ 280.00	\$ 270.00	\$ 304.00
OPTION 4D Alternate larger V6 gasoline engine				\$ -		
OPTION 4E Alternate larger V8 gasoline engine	\$ 1,239.00	\$ 1,087.00	\$ 1,087.00	\$ 1,200.00	\$ 1,075.50	\$ 1,162.00
OPTION 4F Cab Steps / Run Boards	\$ 583.00	\$ 573.00	\$ 573.00	\$ 350.00	\$ 567.00	\$ 585.00
OPTION 4G Short Bed in lieu of 8' bed						
OPTION 4H Opt. Rear Axle Ratio					\$ -	\$ -
OPTION 4I Limited Slip Rear Axle	\$ 355.00	\$ 360.00	\$ 360.00	\$ 360.00	\$ 355.50	\$ 398.00
OPTION 4J Auxillary Upfitter Switches	\$ 115.00	\$ 113.00	\$ 113.00	\$ 130.00	\$ 112.50	
OPTION 4K Bluetooth Capability	\$ 184.00	\$ 182.00	\$ 182.00	\$ 200.00	\$ 180.00	\$ 176.00
OPTION 4L Additional Key Set	\$ 45.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.50	\$ 40.00
OPTION 4M 4WD in lieu of 2WD	\$ 2,942.00	\$ 2,802.00	\$ 3,802.00	\$ 2,950.00	\$ 2,881.00	\$ 3,681.00
OPTION 4N 10 Ply tires ILO of 6 ply tires	\$ 330.00			\$ 517.00	\$ 310.50	
% of Discount Off MSRP	10%	35%	37%	10%	10%	10%
STD ARO (DAYS)	90	60-90	60-90	120	45-90	80

Missouri Department of Transportation
RFB 3-161115TV Light Duty Vehicles
Multiple Award

ITEM # 4 - New standard equipped 2017 or Newer Half-Ton 4 x 2 Extended Cab Pickup Truck

	VENDORS	
	Capitol Chrysler Dodge Jeep Ram	Carthage Chrysler Dodge Jeep Ram
MAKE/MODEL	Ram 1500	Ram 1500
GVWR	6800	6800
GAS MPG CITY / HWY	18/25	17/25
E-85 Compatible (Y/N)	Y	Y
Engine Size/HP	3.6 / 305	3.6
Tire Size	LT265/70R17E	LT265/70R17E
Bed Length	6'4"	6'4"
BASE PRICE	\$ 20,052.00	\$ 20,352.00
OPTION 4A Tow Pkg.	\$ 150.00	\$ 395.00
OPTION 4B Trailer Type Mirrors (ILO Std)	\$ 180.00	\$ 180.00
OPTION 4C Ext. Color Highway Yellow	\$ 450.00	
OPTION 4D Alternate larger V6 gasoline engine		
OPTION 4E Alternate larger V8 gasoline engine	\$ 1,100.00	
OPTION 4F Cab Steps / Run Boards	\$ 425.00	\$ 350.00
OPTION 4G Short Bed in lieu of 8' bed		
OPTION 4H Opt. Rear Axle Ratio	\$ 125.00	\$ 95.00
OPTION 4I Limited Slip Rear Axle	\$ 435.00	\$ 435.00
OPTION 4J Auxiliary Upfitter Switches		
OPTION 4K Bluetooth Capability	\$ 195.00	\$ 695.00
OPTION 4L Additional Key Set	\$ 395.00	
OPTION 4M 4WD in lieu of 2WD	\$ 2,200.00	\$ 2,232.00
OPTION 4N 10 Ply tires ILO of 6 ply tires		
% of Discount Off MSRP	5%	0%
STD ARO (DAYS)	90-120	90-120

No Bids
Lou Fuesz CJD

Missouri Department of Transportation
RFB 3-181115TV Light Duty Vehicles
Multiple Award

ITEM # 4 - New standard equipped 2017 or Newer Half-Ton 4 x 2 Extended Cab Pickup Truck

	VENDORS								
	Blue Springs Ford Sales	Bommarito Ford	Broadway Ford Truck Sales	Dave Sinclair Ford	Joe Machens Ford Lincoln	Lou Fusz Ford	Midway Ford Truck Center	Republic Ford Lincoln	Shawnee Mission Ford
MAKE/MODEL	Ford F-150 XL	Ford F-150	Ford F-150	Ford F-150	Ford F-150	Ford F-150	Ford F-150	Ford F-150 XL	Ford F-150 Super Cab 4x2
GVWR	6500	6500	6500	6500	6500	6500	7050	6500	6500
GAS MPG CITY / HWY	19/24	19/24	19/26	19/24	19/24	19/26	19/26	19/26	19/24
E-85 Compatible (Y/N)	N	N	N	N	N	N	Y	N	N
Engine Size/HP	2.7 / 325	2.7 / 325	2.7 / 325	2.7 / 325	2.7 / 325	2.7 / 325	2.7 / 325	2.7 / 325	2.7 / 325
Tire Size	LT245/70R17E	245/70/17E	P245/70R17	LT245/70R17E	LT245/70R17E	245/70R17	LT245/70R17E	LT245/70R17E	LT245/70R17E
Bed Length	8'	8'	8'	8'	8'	8'	8'	8'	8'
BASE PRICE	\$ 22,025.00	\$ 22,188.00	\$ 22,620.00	\$ 22,201.00	\$ 21,937.00	\$ 22,075.00	\$ 23,200.00	\$ 22,475.00	\$ 21,876.00
OPTION 4A Tow Pkg	\$ 732.00	\$ 495.00	\$ 709.00	\$ 230.00	\$ 330.00	\$ 490.00	\$ 495.00	\$ 495.00	\$ 709.00
OPTION 4B Tractor Type Mirrors (ILO Std)	\$ 1,012.00	\$ 395.00	\$ 394.00	\$ 525.00	\$ 625.00	\$ 595.00	\$ 90.00	\$ 625.00	\$ 625.00
OPTION 4C Ext. Color Highway Yellow	\$ 786.00	\$ 895.00	\$ 681.00	\$ 681.00	\$ 827.00	\$ 822.00	\$ 627.00	\$ 895.00	\$ 727.00
OPTION 4D Alternate larger V6 gasoline engine	\$ 1,710.00	\$ 1,600.00	\$ 1,196.00			\$ 2,090.00	\$ 1,300.00	\$ 1,000.00	\$ -
OPTION 4E Alternate larger V8 gasoline engine	\$ 760.00	\$ 1,000.00	\$ 736.00	\$ 682.00	\$ 736.00	\$ 1,590.00	\$ 800.00	\$ 800.00	\$ -
OPTION 4F Cab Steps / Run Boards	\$ 238.00	\$ 250.00	\$ 231.00	\$ 213.00	\$ 231.00	\$ 245.00	\$ 250.00	\$ 250.00	\$ 231.00
OPTION 4G Short Bed in lieu of 6' bed	\$ (302.00)	\$ (870.00)	\$ (1,054.00)	\$ (880.00)	\$ (285.00)	\$ (302.00)	\$ (1,000.00)	\$ (302.00)	\$ (800.00)
OPTION 4H Opt. Rear Axle Ratio			\$ -				\$ -	\$ -	\$ -
OPTION 4I Limited Slip Rear Axle	\$ 399.00	\$ 420.00	\$ 387.00	\$ 525.00	\$ 625.00	\$ 565.00	\$ 570.00	\$ 570.00	\$ -
OPTION 4J Auxiliary Upfitter Switches			\$ -				\$ 350.00	\$ -	\$ -
OPTION 4K Bluetooth Capability	\$ 399.00	\$ 420.00	\$ 387.00	\$ 358.00	\$ 387.00	\$ 100.00	\$ 1,300.00	\$ 387.00	\$ 387.00
OPTION 4L Additional Key Set	\$ 175.00	\$ 295.00	\$ 165.00	\$ 60.00	\$ 160.00	\$ 250.00	\$ 300.00	\$ 150.00	\$ -
OPTION 4M 4WD in lieu of 2WD	\$ 3,872.00	\$ 4,160.00	\$ 3,853.00		\$ 3,023.00	\$ 3,670.00	\$ 4,000.00	\$ 3,872.00	\$ -
OPTION 4N 10 Ply tires (LO of 8 ply tires)	\$ -	\$ -	\$ 272.00	\$ -	\$ -	\$ 700.00	\$ 295.00	\$ -	\$ -
% of Discount Off MSRP	5%	3%	12%	10%	5%	2%	5%	0%	10%
STD ARO (DAYS)	90-120	90-120	120	90	70-100	90	90	90-120	90-120

BID FORM

MAILING ADDRESS:
MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES, P.O. BOX 270
JEFFERSON CITY, MO 65102

REQUEST NO.	3-161115TV
DATE	October 25, 2016

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL
BE RECEIVED AT THIS OFFICE UNTIL

1:00 pm., Local Time, November 15, 2016

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING
THE FOLLOWING EQUIPMENT.

**BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF
TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered
Various End User Delivery Locations

DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET
FOR OPENING.

BUYER: Tom Veasman
BUYER EMAIL:
tom.veasman@modot.mo.gov

BUYER TELEPHONE: 573-522-4404

LIGHT DUTY VEHICLES

This Request For Bid seeks bids from qualified organizations to provide vehicles in accordance with the following pages. MoDOT will receive bids at the following mailing address: P.O. Box 270, Jefferson City, MO 65102-0270, or hand-delivered in a sealed envelope to the following physical address: **General Services Procurement at 830 MoDOT Drive, Jefferson City, MO 65109** until 1:00 p.m., November 15, 2016. Bid forms and information may be obtained by contacting Tom Veasman at 573-522-4404, tom.veasman@modot.mo.gov, or electronically download them at: <http://www.modot.org/business/surplus/Fleet%20Buyers%20Web%20Page/LightDutyVehicles.htm>

Components of Agreement: The Agreement between MHTC and the successful Bidder(s) shall consist of: the RFB and any written amendments thereto, the "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB and the bid submitted by the Bidder in response to the RFB. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

Return sealed bids to the address shown at the top of this page to the attention of the buyer.
Submission of bids to the above mailing address must go through MoDOT's mail room and will require additional time to arrive at 830 MoDOT Drive.

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____
Email Address: _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____

Is your firm MBE certified? ☐ Yes ☐ No

Title: _____
Is your firm WBE certified? ☐ Yes ☐ No

ITEM #4 - New standard equipped 2016 Half-Ton 4 X 2 Extended Cab Pickup Truck

EXAMPLES OF ACCEPTABLE MAKES AND MODELS:

Standard Ford F-150

Standard Chevrolet 1500 Silverado/GMC 1500 Sierra

Standard Dodge Ram 1500

All units must contain the following options:

1. Standard minimum V6 gas engine (Size _____ Horsepower _____)
2. Manufacturer's standard rear end axle ratio
3. Minimum 4 Speed Automatic transmission
4. Air conditioning
5. LH & RH exterior mirrors
6. Tires:(4) 6-ply all season, plus full size spare and wheel (Size) _____
7. Vinyl/Rubber flooring
8. Long Bed _____ Bed length _____
9. 4-wheel anti-lock braking system (ABS)
10. Speed control and tilt wheel
11. Power windows/door locks
12. Daytime running lights
13. Vinyl seats
14. 2 sets of keys

DEALER COMPLETE IN DETAIL:

MAKE _____ MODEL _____ GVWR _____ EACH \$ _____

GAS MPG: CITY _____ HWY _____ IS THIS ENGINE E-85 COMPATIBLE? _____

OPTIONAL EQUIPMENT PRICES, Item #4

Indicate the cost or deduction for the below listed options. Price should include all required options and special equipment.

- Option 4A. Towing Package: Manufacturer's Standard to include: Receiver hitch, 4/7 pin trailer wiring connection and electric trailer brake controller EACH \$ _____
- Option 4B. Trailer type exterior mirrors in lieu of standard EACH \$ _____
- Option 4C. Exterior color to be Federal Standard #595C "DOT Highway Yellow" EACH \$ _____
- Option 4D. Alternate larger V6 gasoline engine (state size and horsepower) EACH \$ _____
SIZE _____ HORSEPOWER _____ E-85 compatible? _____
- Option 4E. Alternate larger V8 gasoline engine (state size and horsepower) EACH \$ _____
SIZE _____ HORSEPOWER _____ E-85 compatible? _____
- Option 4F. 2 Full-length cab steps or running boards. (One on Drivers Side, one on Passenger side.) SET \$ _____

OPTIONAL EQUIPMENT PRICES, Item #4 continued

Option 4G.	Short Bed in lieu of Long Bed	State Length _____	EACH \$ _____
Option 4H.	Optional Rear Axle Ratio	Axle Ratio _____	EACH \$ _____
Option 4I.	Limited Slip Rear Axle	Axle Ratio _____	EACH \$ _____
Option 4J.	Auxiliary Upfitter Switches		EACH \$ _____
Option 4K.	Bluetooth Capability		EACH \$ _____
Option 4L.	Additional set of Keys (Ignition and door locks)		EACH \$ _____
Option 4M.	4WD in lieu of 2WD		EACH \$ _____
Option 4N.	10 ply tires in lieu of 6 ply tires		EACH \$ _____

Please indicate below the percent (%) discount off Manufacturers' Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides (not applicable to those options priced in the preceding OPTIONS section as those options shall be priced with the discount included).

Discount off MSRP for all Data Book or List Pricing Guide Options: - % Discount _____

Delivery will be made approximately _____ **days after receipt of order.**

Missouri Department of Transportation
RFB 3-161115TV Light Duty Vehicles
Multiple Award

ITEM # 4 - New standard equipped 2017 or Newer Half-Ton 4 x 2 Extended Cab Pickup Truck

	VENDORS					
	Don Brown Chevrolet	Lou Fusz Chevrolet	Lous Fusz GMC	Putnam Chevrolet	Roberts Chevrolet Buick	W-K Chevrolet
MAKE/MODEL	Chevrolet / Silverado 1500 Double Cab	Chevrolet Silverado	GMC Sierra	Chevrolet Silverado	Chevrolet/Silverado Double Cab	Chevrolet Silverado
GVWR	6900	6900	6900	6900	6900	6900
GAS MPG CITY / HWY	18/24	18/24	18/24	18/24	18/24	18/24
E-85 Compatible (Y/N)	Y	Y	Y	Y	Y	Y
Engine Size/HP	4.3 / 285	4.3 / 285	4.3 / 285	4.3 / 285	4.3 / 285	4.3 / 285
Tire Size	LT265/70R17C	LT265/70R17C	LT265/70R17C	LT265/70R17C	LT265/70R17C	LT265/70R17C
Bed Length	78.87	6'6"	6'6"	6' 6"	6'6"	78.87
BASE PRICE	\$ 21,389.00	\$ 21,316.00	\$ 21,390.00	\$ 21,319.00	\$ 21,620.00	\$ 22,582.00
OPTION 4A Tow Pkg.	\$ 367.00	\$ 609.00	\$ 609.00	\$ 605.00	\$ 603.00	\$ 398.00
OPTION 4B Trailer Type Mirrors (ILO Std)	\$ 66.00	\$ 63.00	\$ 63.00	\$ 77.00	\$ 63.00	\$ 112.00
OPTION 4C Ext. Color Highway Yellow	\$ 284.00	\$ -	\$ -	\$ 280.00	\$ 270.00	\$ 304.00
OPTION 4D Alternate larger V6 gasoline engine				\$ -		
OPTION 4E Alternate larger V8 gasoline engine	\$ 1,239.00	\$ 1,087.00	\$ 1,087.00	\$ 1,200.00	\$ 1,075.50	\$ 1,152.00
OPTION 4F Cab Steps / Run Boards	\$ 583.00	\$ 573.00	\$ 573.00	\$ 350.00	\$ 567.00	\$ 585.00
OPTION 4G Short Bed in lieu of 8' bed						
OPTION 4H Opt. Rear Axle Ratio					\$ -	\$ -
OPTION 4I Limited Slip Rear Axle	\$ 355.00	\$ 360.00	\$ 360.00	\$ 360.00	\$ 355.50	\$ 398.00
OPTION 4J Auxiliary Upfitter Switches	\$ 115.00	\$ 113.00	\$ 113.00	\$ 130.00	\$ 112.50	
OPTION 4K Bluetooth Capability	\$ 184.00	\$ 182.00	\$ 182.00	\$ 200.00	\$ 180.00	\$ 176.00
OPTION 4L Additional Key Set	\$ 45.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.50	\$ 40.00
OPTION 4M 4WD in lieu of 2WD	\$ 2,942.00	\$ 2,802.00	\$ 3,802.00	\$ 2,950.00	\$ 2,881.00	\$ 3,681.00
OPTION 4N 10 Ply tires ILO of 6 ply tires	\$ 330.00			\$ 517.00	\$ 310.50	
% of Discount Off MSRP	10%	35%	37%	10%	10%	10%
STD ARO (DAYS)	90	60-90	60-90	120	45-90	80

Missouri Department of Transportation
RFB 3-161115TV Light Duty Vehicles
Multiple Award

ITEM # 4 - New standard equipped 2017 or Newer Half-Ton 4 x 2 Extended Cab Pickup Truck

MAKE/MODEL	VENDORS								
	Blue Springs Ford Sales	Bommarito Ford	Broadway Ford Truck Sales	Dave Sinclair Ford	Joe Machens Ford Lincoln	Lou Fusz Ford	Midway Ford Truck Center	Republic Ford Lincoln	Shawnee Mission Ford
	Ford F-150 XL	Ford F-150	Ford F-150	Ford F-150	Ford F-150	Ford F-150	Ford F-150	Ford F-150 XL	Ford F-150 Super Cab 4x2
GVWR	6500	6500	6500	6600	6500	6500	7050	6500	6500
GAS MPG CITY / HWY	18/24	18/24	18/26	18/24	18/24	18/26	18/26	18/28	18/24
E-85 Compatible (Y/N)	N	N	N	N	N	N	Y	N	N
Engine Size/HP	2.7 / 325	2.7 / 325	2.7 / 325	2.7 / 325	2.7 / 325	2.7 / 325	2.7 / 325	2.7 / 325	2.7 / 325
Tire Size	LT245/70R17E	245/70/17E	P245/70R17	LT245/70R17E	LT245/70R17E	245/70R17	LT245/70R17E	LT245/70R17E	LT245/70R17E
Bed Length	8'	8'	8'	8'	8'	8'	8'	8'	8'
BASE PRICE	\$ 22,026.00	\$ 22,188.00	\$ 22,820.00	\$ 22,201.00	\$ 21,937.00	\$ 22,075.00	\$ 23,200.00	\$ 22,475.00	\$ 21,875.00
OPTION 4A Tow Pkg.	\$ 732.00	\$ 495.00	\$ 709.00	\$ 230.00	\$ 330.00	\$ 490.00	\$ 495.00	\$ 495.00	\$ 708.00
OPTION 4B Trailer Type Mirrors (ILO Std)	\$ 1,012.00	\$ 395.00	\$ 384.00	\$ 625.00	\$ 625.00	\$ 665.00	\$ 66.00	\$ 625.00	\$ 625.00
OPTION 4C Ext. Color Highway Yellow	\$ 786.00	\$ 895.00	\$ 681.00	\$ 681.00	\$ 827.00	\$ 822.00	\$ 627.00	\$ 665.00	\$ 727.00
OPTION 4D Alternate larger V6 gasoline engine	\$ 1,710.00	\$ 1,800.00	\$ 1,196.00			\$ 2,060.00	\$ 1,300.00	\$ 1,000.00	\$ -
OPTION 4E Alternate larger V6 gasoline engine	\$ 760.00	\$ 1,000.00	\$ 736.00	\$ 682.00	\$ 736.00	\$ 1,580.00	\$ 800.00	\$ 800.00	\$ -
OPTION 4F Cab Steps / Run Boards	\$ 238.00	\$ 250.00	\$ 231.00	\$ 213.00	\$ 231.00	\$ 245.00	\$ 250.00	\$ 250.00	\$ 231.00
OPTION 4G Short Bed in lieu of 6' bed	\$ (302.00)	\$ (870.00)	\$ (1,054.00)	\$ (980.00)	\$ (265.00)	\$ (302.00)	\$ (1,000.00)	\$ (302.00)	\$ (800.00)
OPTION 4H Opt. Rear Axle Ratio			\$ -				\$ -	\$ -	\$ -
OPTION 4I Limited Slip Rear Axle	\$ 399.00	\$ 420.00	\$ 387.00	\$ 625.00	\$ 625.00	\$ 665.00	\$ 570.00	\$ 570.00	\$ -
OPTION 4J Auxiliary Uplifter Switches			\$ -				\$ 350.00	\$ -	\$ -
OPTION 4K Bluetooth Capability	\$ 399.00	\$ 420.00	\$ 387.00	\$ 358.00	\$ 387.00	\$ 100.00	\$ 1,300.00	\$ 387.00	\$ 387.00
OPTION 4L Additional Key Set	\$ 175.00	\$ 295.00	\$ 165.00	\$ 60.00	\$ 150.00	\$ 260.00	\$ 300.00	\$ 150.00	\$ -
OPTION 4M 4WD in lieu of 2WD	\$ 3,072.00	\$ 4,160.00	\$ 3,953.00		\$ 3,023.00	\$ 3,670.00	\$ 4,000.00	\$ 3,872.00	\$ -
OPTION 4N 10 Ply tires ILO of 6 ply tires	\$ -	\$ -	\$ 272.00	\$ -	\$ -	\$ 700.00	\$ 285.00	\$ -	\$ -
% of Discount Off MSRP	5%	3%	12%	10%	6%	2%	5%	6%	10%
STD ARO (DAYS)	90-120	90-120	120	90	70-100	90	90	90-120	90-120

Missouri Department of Transportation
RFB 3-161116TV Light Duty Vehicles
Multiple Award

ITEM # 4 - New standard equipped 2017 or Newer Half-Ton 4 x 2 Extended Cab Pickup Truck

	VENDORS	
	Capitol Chrysler Dodge Jeep Ram	Carthage Chrysler Dodge Jeep Ram
MAKE/MODEL	Ram 1500	Ram 1500
GVWR	6800	6900
GAS MPG CITY / HWY	18/25	17/25
E-85 Compatible (Y/N)	Y	Y
Engine Size/HP	3.6 / 305	3.6
Tire Size	LT265/70R17E	LT265/70R17E
Bed Length	6'4"	6'4"
BASE PRICE	\$ 20,052.00	\$ 20,352.00
OPTION 4A Tow Pkg.	\$ 150.00	\$ 395.00
OPTION 4B Trailer Type Mirrors (ILO Std)	\$ 180.00	\$ 180.00
OPTION 4C Ext. Color Highway Yellow	\$ 450.00	
OPTION 4D Alternate larger V6 gasoline engine		
OPTION 4E Alternate larger V8 gasoline engine	\$ 1,100.00	
OPTION 4F Cab Steps / Run Boards	\$ 425.00	\$ 350.00
OPTION 4G Short Bed In lieu of 6' bed		
OPTION 4H Opt. Rear Axle Ratio	\$ 125.00	\$ 95.00
OPTION 4I Limited Slip Rear Axle	\$ 435.00	\$ 435.00
OPTION 4J Auxiliary Upfitter Switches		
OPTION 4K Bluetooth Capability	\$ 195.00	\$ 695.00
OPTION 4L Additional Key Set	\$ 395.00	
OPTION 4M 4WD In lieu of 2WD	\$ 2,200.00	\$ 2,232.00
OPTION 4N 10 Ply tires ILO of 6 ply tires		
% of Discount Off MSRP	5%	0%
STD ARO (DAYS)	90-120	90-120

No Bids
Lou Fusz CJD



AGENDA ITEM # 11

Discussion/Vote to accept bid for Public Works Sewer Camera.

Sponsored by the Public Works Director

**City of Willard
Board of Aldermen Meeting**

Agenda Item Staff Report and Back-up

Title of Item: Discussion to Authorize the Purchase of a CUES Mark III Sewer Camera

Initiated by: Public Works Director

1. Description and Objective of item: To purchase CUES Mark III sewer camera

2. Previous Board Action: NONE

3. Options: We received a quote from E.J. Equipment, the distributor for CUES. The price is based on a nationwide bid done by the State of Ohio. This is the same bid used by the City of Springfield and other cities around the state.

4. Financial impact; Source of funds: Budgeted funds for 2017 fiscal year

5. Staff analysis / recommendations: Based on our observation of the unit and comparison with other units we recommend purchasing the Mark III at a price of \$57,000.

Cues Sewer Inspection System
Sales Proposal for: Willard, MO
Ohio STS Pricing Effective April 1, 2014
Presented by:

Date: 2-1-17

Ohio STS: 800489
Index: STS670



CUSTOMER INFORMATION

Company Name:
Contact Name:
Street Address:
City, State & Zip:
Phone:
Fax:
E-mail:

Height Requirement:
Length Requirement:
Color Requirement:
Days Valid For:
Proposal No.:

Base System

Manufacturer	Model	Description	Price	Comments
CUES	Mark3	Portable Mainline and Small Diameter Pipe TV Inspection System for the Inspection of 6" and Larger Mainline sanitary sewers P&T ZOOM MIC CAMERA Solid State Color Sewer TV Camera Pan & Rotate Camera Head, 40:1 Zoom Ratio, 10x Optical Zoom, 4x Digital Zoom NTSC Color Standard with 4x Light Integration Camera Lighting System for 6" through 72" lines Camera Transportation and Storage Case 21" TRAC TRANSPORTER MIC TO INCLUDE: 6" Track Transporter with Freewheel and Powered Reverse Y Eliminator 8"-15" EXTENDERS FOR 21" TRAC TRANSPORTER SPARE PARTS KIT FOR TRAC TRANSPORTER TO INCLUDE Additional Chain Links And Rubber Cleats K3 PCU ASSEMBLY, NTSC Combination Color Camera Control System / Monitor (110 VAC or 220 VAC, 50 Hz or 60 Hz, NTSC or PAL) Mounted in Weather proof Transportation Cabinet 10" Flat Screen Monitor Built in SD Card for digital Recording supplied with a 16 Gigabyte card USB Connections for hand control, thumb drive for updating, Microphone or keyboard Operation of all Cues Cameras to include digital slide scanning and all Cues transporters Stainless Steel Shaft Electronic Footage Meter Adjustable height and rotational Mounting Ram for Power Control Unit WIRED USB CONTROLLER Joystick Control for Pan and Tilt Zoom Camera to Include 360 Degree Rotate 330 Degree Optical Pan Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter Camera Lift Control for Optional Electronic Camera Lift All Other Controls for Camera to Include Camera Iris and Focus Override & Zoom Camera Lights & Shutter Control for Light Enhancement Camera Diagnostics & Auto Home Cruise Control to Set Speed of the Transporter for Hands off Operation All Reel Controls to Include: Retrieve, Release, and Variable Speed TIGER TAIL MANHOLE TOP ROLLER ASSEMBLY, TV ONLY RETRIEVAL/DOWNHOLE POLE ASSEMBLY RETRIEVAL HOOK	\$57,000.00	Comments

Add-On to Base System

Manufacturer	Model	Description	Price	
CUES	WM350	Compact Steerable Pipe Ranger Wheeled Transporter for 6" to 30" Mainline Inspection (IN UEU OF US21 Ultra Shorty Trac Transporter in Base Unit)	\$17,063.00	
CUES	MZ904-16	Built In Sonde 512M2 Transmitter	\$2,795.00	
CUES	WM307-1	Steel Wheels to inspect 6" Pipe for CPR Wheeled Transporter	\$1,864.00	
CUES	WM308-2	Steel Wheels to inspect 8" Pipe for CPR & WTR Wheeled Transporter	\$1,853.00	
CUES	WM310-2	Steel Wheels to inspect 10"-15" Pipe for CPR & WTR Wheeled Transporter	\$1,975.00	
CUES	MK342	ASSY, SOFT MOUNT, MARK3 REEL (\$3,332 each)	\$6,664.00	Non-published. Mount and roller arm
CUES	DOHOL	Down hole Equipment	\$1,480.00	
CUES	W002922	Multi Tool Kit	\$689.00	

Totals

Total Base With Add Ons	\$91,383.00
Ohio Cues STS Discount Percent	11%
STS Discount Dollars - (enter as a negative)	-\$10,052.13
Net Price	\$81,330.87

Options (Not included in above pricing)

Manufacturer	Model	Description	Price
CUES	GN350	Video Capture System with Laptop Computer IN LIEU OF Rack Mount Computer	\$19,750.00

CITY OF WILLARD, MISSOURI

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



AGENDA ITEM # 13

Discussion/Vote to approve Empire Electric Streetlight Replacements.

- a. 601 S Miller Road
- b. Walnut Lane and Watson
- c. E Jackson St. East of Perryman
- d. New Light at Hunt Road and Becky Street.

Sponsored by the City Clerk.

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 26th day of January, 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	QTY	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	601 S MILLER ROAD	6,000L 70W HPS Open Bottom	1	\$83.42		\$116.71	
Remove	601 S MILLER ROAD	7,000L 175W MV Open Bottom	1		\$89.02		\$53.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$83.42	\$89.02	\$116.71	\$53.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$5.60			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$63.24	

The CITY agrees that the AGREEMENT shall be amended as follows

C	Total Facility Usage Charge for this Request (Total Line B)	\$63.24
D	Annual Facility Usage Charge to Customer for this Request (Total Line C X 9%)	\$5.69
E	Annual Energy Charge for this Request (Total Line A)	-\$5.60
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$0.09
G	Monthly Increase/Decrease to be Paid by Customer for this Request (Total Line F divided by 12 months)	\$0.01

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
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 WO# 752095
 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)

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 26th day of January, 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	WALNUT LANE AND WATSON	6,000L 70W HPS Open Bottom	1	\$83.42		\$116.71	
Remove	WALNUT LANE AND WATSON	7,000L 175W MV Open Bottom	1		\$89.02		\$53.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$83.42	\$89.02	\$116.71	\$53.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$5.60			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$63.24	

The CITY agrees that the AGREEMENT shall be amended as follows

C	Total Facility Usage Charge for this Request (Total Line B)	\$63.24
D	Annual Facility Usage Charge to Customer for this Request (Total Line C X 9%)	\$5.69
E	Annual Energy Charge for this Request (Total Line A)	-\$5.60
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$0.09
G	Monthly Increase/Decrease to be Paid by Customer for this Request (Total Line F divided by 12 months)	\$0.01

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
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 WO# 752120
 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)

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 26th day of **January, 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	E JACKSON UFLID 707994	16,000L 150W HPS Cobrahead	1	\$104.43		\$154.91	
Remove	E JACKSON UFLID 707994	11,000L 250W MV Cobrahead	1		\$106.85		\$130.48
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$104.43	\$106.85	\$154.91	\$130.48
A Annual Energy Charge for this Request (Install minus Remove)				-\$2.42			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$24.43	

The CITY agrees that the AGREEMENT shall be amended as follows

C	Total Facility Usage Charge for this Request (Total Line B)	\$24.43
D	Annual Facility Usage Charge to Customer for this Request (Total Line C X 9%)	\$2.20
E	Annual Energy Charge for this Request (Total Line A)	-\$2.42
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$0.22
G	Monthly Increase/Decrease to be Paid by Customer for this Request (Total Line F divided by 12 months)	-\$0.02

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
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 WO# 752143
 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)

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 30th day of January, 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	BECKY AND HUNT ROAD	16,000L 150W HPS Cobrahead	1	\$104.43		\$1,763.55	
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$104.43	\$0.00	\$1,763.55	\$0.00
A Annual Energy Charge for this Request (Install minus Remove)				\$104.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$1,763.55	

The CITY agrees that the AGREEMENT shall be amended as follows

C	Total Facility Usage Charge for this Request (Total Line B)	\$1,763.55
D	Annual Facility Usage Charge to Customer for this Request (Total Line C X 9%)	\$158.72
E	Annual Energy Charge for this Request (Total Line A)	\$104.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$263.15
G	Monthly Increase/Decrease to be Paid by Customer for this Request (Total Line F divided by 12 months)	\$21.93

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
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 WO# 8043
 CURRENT INVESTMENT CHARGE

PROJECT # 1002456
 ANNUAL FACILITY USAGE CHARGE

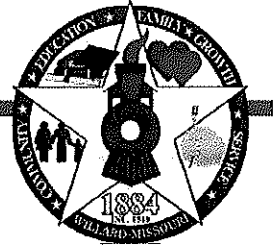
COMPLETED
 ACCUMULATIVE INVESTMENT CHARGE

THE EMPIRE DISTRICT ELECTRIC COMPANY

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

CITY OF WILLARD, MISSOURI

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



AGENDA ITEM # 14

Ordinance accepting the contract agreement with Bales Construction for the Construction of the new REC Center Concessions Building. (1st & 2nd Read) Discussion/Vote.

Sponsored by the Parks Director.

**City of Willard
Board of Aldermen Meeting**

Agenda Item Staff Report and Back-up

1. Title of Item: Ordinance accepting the contract agreement with the Bales Construction (1st & 2nd Read) Discussion/Vote.

Initiated by: Parks Director

1. Description and Objective of item: Accept the contract agreement with the Bales Construction for the building of the concession stand.

2. Previous Board Action: Advised to negotiate price and contract.

3. Options: Accept the Contract to allow Bales to start construction

4. Financial impact; Source of funds: \$106,000 dollars – Capital Improvements

5. Staff analysis / recommendations: Staff recommends the Board approve the contract.

First Reading: 02/13/17

Second Reading: _____

Council Bill No.: 17-07

Ordinance No.: 170213B

AN ORDINANCE

Accepting the proposal of Bales Construction to provide contracting work for the City of Willard Concessions Building, and authorizing the Mayor to execute all necessary documents, on behalf of the City of Willard, to accept the proposal.

WHEREAS, the City of Willard has determined a need to build a new Concessions Building at the REC Center; and,

WHEREAS, the City of Willard has selected Bales Construction 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 Bales Construction 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

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 _____ 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			



AIA®

Document A105™ – 2007

Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project

AGREEMENT made as of the Third day of February in the year Two Thousand Seventeen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Willard, Missouri
224 West Jackson
P.O. Box 187
Willard, Missouri 65781
Telephone Number: 417-742-5302
Fax Number: 417-742-3080

and the Contractor:
(Name, legal status, address and other information)

Bales Construction Company, Inc.
2601 N. LeCompte Avenue, Suite A
Springfield, MO 65803
Telephone Number: 417-865-5800
Fax Number: 417-865-4418

for the following Project:
(Name, location and detailed description)

City of Willard Baseball Field Concession Building
133 North State Highway Z
Willard, Missouri 32781
City of Willard Baseball Field Concession Building

The Architect:
(Name, legal status, address and other information)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

The Owner and Contractor agree as follows.

Per Proposal Dated January 27, 2017 per requirements of IFB # 01-2017PKS

Init.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE
3	CONTRACT SUM
4	PAYMENT
5	INSURANCE
6	GENERAL PROVISIONS
7	OWNER
8	CONTRACTOR
9	ARCHITECT
10	CHANGES IN THE WORK
11	TIME
12	PAYMENTS AND COMPLETION
13	PROTECTION OF PERSONS AND PROPERTY
14	CORRECTION OF WORK
15	MISCELLANEOUS PROVISIONS
16	TERMINATION OF THE CONTRACT
17	OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the JEB, dated 12/24/2016, and enumerated as follows:

Drawings:

Number	Title	Date
Number 1	Floor Plan	12/24/2016
Number 2	Electrical	12/24/2016
Number 3	Schematic	12/24/2016
Number 3	Waste & Vent Plan	12/27/2016

Specifications:

Section	Title	Pages
---------	-------	-------

- .3 addenda prepared by the Architect as follows:

Init.

Number

Date

Pages

- .4 written orders for changes in the Work issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:
Proposal
Affidavit of Compliance
Certificate of Insurance

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work, no later than Ninety (90) calendar days from the date of commencement, subject to adjustment as provided in Article 10 and Article 11.
(Insert the date of commencement, if it differs from the date of this Agreement.)

ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

One Hundred Six Thousand Dollars and Zero Cents (\$ 106,000.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of Work

Value

§ 3.3 Unit prices, if any, are as follows:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

§ 3.4 Allowances included in the Contract Sum, if any, are as follows:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item

Price

§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 PAYMENT

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

Init.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

%

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall provide Contractor's general liability and other insurance as follows:
(Insert specific insurance requirements and limits.)

Type of insurance	Limit of liability (\$0.00)
Please See Attached	Please See Attached

§ 5.2 The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 8.12.

§ 5.4 Each party shall provide certificates of insurance showing their respective coverages prior to commencement of the Work.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents and employees, each of the other; and (2) the Architect, Architect's consultants and any of their agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

ARTICLE 7 OWNER

§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

§ 7.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

§ 7.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 8 CONTRACTOR

§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Architect.

§ 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 8.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 LABOR AND MATERIALS

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 WARRANTY

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

§ 8.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

§ 8.7 PERMITS, FEES AND NOTICES

§ 8.7.1 The Owner shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

§ 8.8 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 8.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

§ 8.10 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.

§ 8.12 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 The Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from either the Owner or Contractor.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor can not agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 CONTRACT SUM

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 APPLICATIONS FOR PAYMENT

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 12.3 CERTIFICATES FOR PAYMENT

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part.

§ 12.4 PROGRESS PAYMENTS

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 SUBSTANTIAL COMPLETION

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Work or designated portion thereof is substantially complete, the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 FINAL COMPLETION AND FINAL PAYMENT

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 TESTS AND INSPECTIONS

§ 15.2.1 At the appropriate times, the Owner shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

§ 15.3 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 12.3 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 12.4.1 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 TERMINATION BY THE OWNER FOR CAUSE

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

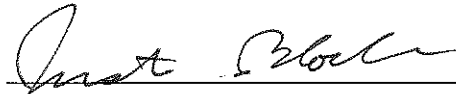
This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER (Signature)

City of Willard, Missouri
224 West Jackson
P.O. Box 187
Willard, Missouri 65781

(Printed name, title and address)



CONTRACTOR (Signature)

Bales Construction Company, Inc.
2601 N. LeCompte Avenue, Suite A
Springfield, MO 65803

(Printed name, title and address)

LICENSE NO.:

JURISDICTION:

Init.



GENERAL
CONTRACTORS

Proposal

Date: 1/27/2017

Bales Construction Co., Inc.
2601 N. Lecompton Rd. Ste. A
Springfield, MO 65803

Phone: (417) 865-5800
Fax: (417) 865-4418
Email: jblock@balesconstruction.com

PROPOSAL SUBMITTED TO:

Attn: JC Loveland
City of Willard
224 W Jackson, PO Box 187
Willard, MO 65781

Phone #: _____
Fax #: _____

WORK PERFORMED AT:

Baseball Field
Concessions Building

Base Bid:*	
Construct concessions building per requirements of IFB #01-2017.*	
Total Base Bid:	120,000.00
1. Change truss spacing to 24" on center and install 5/8" sheetrock in lieu of truss spacing at 16" on center and 1/2" rock on ceiling. Provide architectural asphalt shingle roof in lieu of metal roof.	
Deduct:	-4,000.00
2. Omit rolling counter security door.	
Deduct:	-3,000.00
3. All finish grading, topsoil, seeding and straw work to be completed by owner.	
Deduct:	-1,000.00
4. Omit payment and performance bond requirements.	
Deduct:	-1,000.00
5. All HVAC work to be provided by owner.	
Deduct:	-5,000.00
*Note: Alternate bids for Painting and Millwork were not accepted and will be completed by owner.	

All materials is guaranteed to be as specified and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner.

Upon Approval, please return one signed copy.

Respectfully submitted

Acceptance of Proposal


Justin Block, Springfield Division Manager
Bales Construction Co., Inc.



CERTIFICATE OF LIABILITY INSURANCE

BALES-1

OP ID: ES

DATE (MM/DD/YYYY)

02/03/2017

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

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

PRODUCER Assurance Brokers Ltd. 2236 Mason Lane Ballwin, MO 63021 Ralph McQuiggan	CONTACT NAME: Ralph McQuiggan PHONE (A/C, No, Ext): 314-821-6560 FAX (A/C, No): 314-821-5779 E-MAIL ADDRESS:														
INSURED Bales Construction Co., Inc. 1901 Historic Rt 66 W Waynesville, MO 65583	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : The Phoenix Insurance Company</td><td></td></tr><tr><td>INSURER B : Charter Oak Fire Insurance Co</td><td>25615</td></tr><tr><td>INSURER C : Travelers Prop Cas Co of Amer</td><td>25674</td></tr><tr><td>INSURER D : Peerless Indemnity Insurance</td><td>18333</td></tr><tr><td>INSURER E : Travelers Indemnity Company</td><td>25682</td></tr><tr><td>INSURER F : United Specialty Insurance Co</td><td>12537</td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Phoenix Insurance Company		INSURER B : Charter Oak Fire Insurance Co	25615	INSURER C : Travelers Prop Cas Co of Amer	25674	INSURER D : Peerless Indemnity Insurance	18333	INSURER E : Travelers Indemnity Company	25682	INSURER F : United Specialty Insurance Co	12537
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : The Phoenix Insurance Company															
INSURER B : Charter Oak Fire Insurance Co	25615														
INSURER C : Travelers Prop Cas Co of Amer	25674														
INSURER D : Peerless Indemnity Insurance	18333														
INSURER E : Travelers Indemnity Company	25682														
INSURER F : United Specialty Insurance Co	12537														

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	X		DT-CO-8F913388-PHX-16	06/03/2016	06/03/2017	EACH OCCURRENCE \$ 1,000,000
F	☒ Pollution GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			USA4128308	06/03/2016	06/03/2017	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Poll Agg \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			BA-8F913388-CNS-16	06/03/2016	06/03/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			DTSM-CUP-8F913388-IND-16	06/03/2016	06/03/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	DTJ-UB-7G79098-4-16	02/19/2016	02/19/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Builders Risk			IM 8760324	03/31/2016	03/31/2017	Reporting 5,000,000
B	Equipment Floate			QT-660-4862N557-COF-16	06/03/2016	06/03/2017	Lease/Rent 70,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CITY OF WILLARD IS LISTED AS ADDITIONAL INSURED.
30DAY NOTICE APPLIES EXCEPT FOR NONPAYMENT OF PREMIUM.

CERTIFICATE HOLDER

CITYWIL

CITY OF WILLARD
CITY CLERK
224 E JACKSON
WILLARD, MO 65781

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.



MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS

**AFFIDAVIT
COMPLIANCE WITH THE PREVAILING WAGE LAW**

I, Justin Block, upon being duly sworn upon my oath state that: (1) I am the
(Name)
Springfield Division Manager of Bales Construction Company Inc.; (2) all requirements of
(Title) (Name of Company)
§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects
have been fully satisfied with regard to this company's work on City of Willard Baseball Field Concession Bldg. ;
(Name of Project)
(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based
upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full
and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this
company in connection with this project together with an accurate record of the number of hours worked by each
worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been
made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts
paid to provide fringe benefits, if any, were irrevocably paid to a trustee or to a third party pursuant to a fund, plan,
or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the
authorized representative of the contracting public body and will be available, as often as may be necessary, to such
body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or
removed from the state for one year following the completion of this company's work on this project; (8) when in
effect, the requirements of §§ 290.550 through 290.580, RSMo, pertaining to excessive unemployment were fully
satisfied; and (9) there has been no exception to the full and complete compliance with the provisions and
requirements of Annual Wage Order No. 23 Section 039 issued by the Missouri Division of Labor Standards
and applicable to this project located in Greene County, Missouri, and completed on the 10 day of
March, 2016.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that
the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340,
570.090, 575.040, 575.050, or 575.060, RSMo.

Justin Block
Signature

Subscribed and sworn to me this 3 day of February, 2017.
My commission expires July 30, 2020.
Linda L. O'Brien
Notary Public

Receipt by Authorized Public Representative

AGENDA ITEM # 16

Discussion/Vote on the 4th of July Parade Route for Parks Department

Sponsored by the Parks Director.

**City of Willard
Board of Aldermen Meeting**

Agenda Item Staff Report and Back-up

1. Title of Item: Freedom Fest Parade Route Changes: Discussion/Vote.

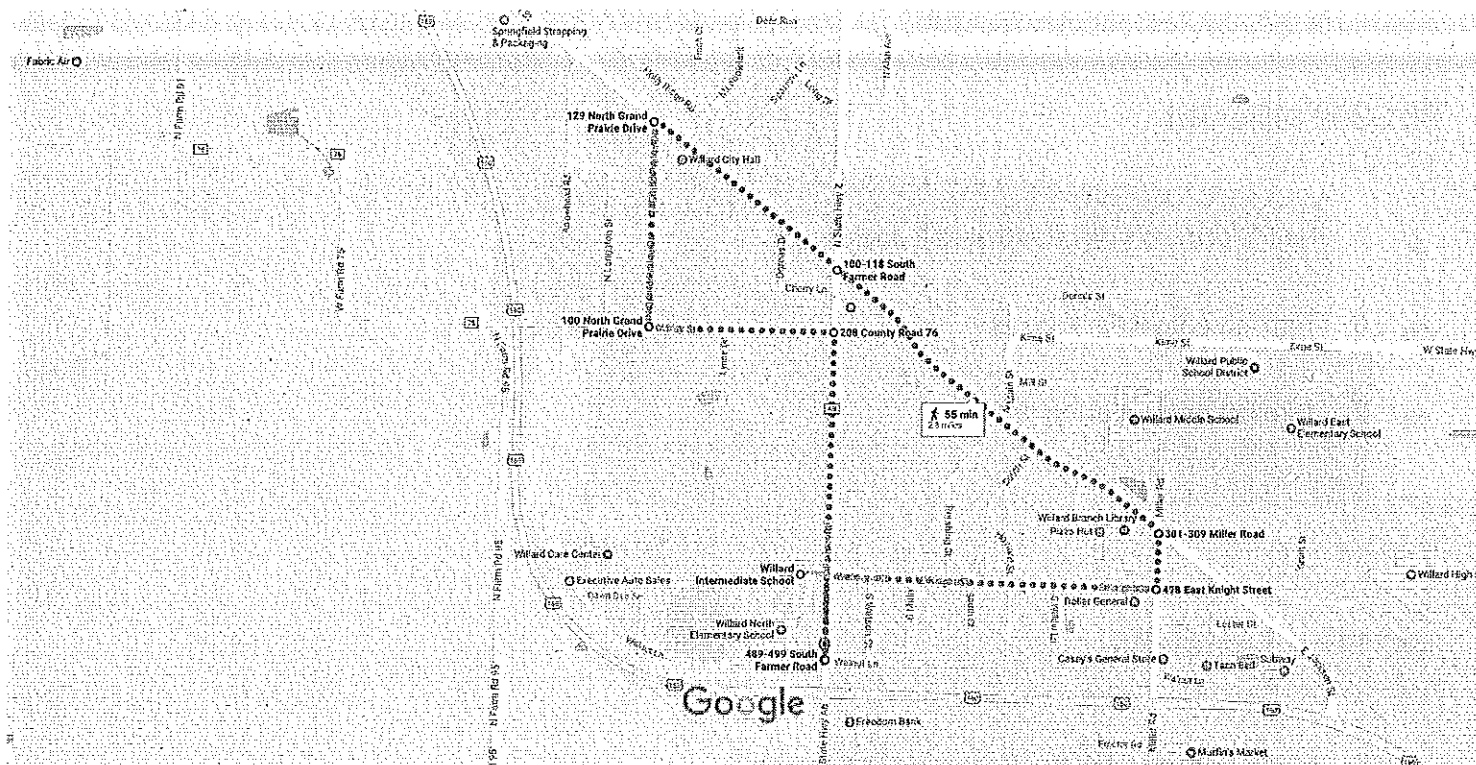
Initiated by: Parks Director

1. Description and Objective of item: Discuss changes in the Freedom Fest Parade Route
2. Previous Board Action: Initial discussion
3. Options: Decide if the route needs to be changed for this years event!
4. Financial impact; Source of funds: None
5. Staff analysis / recommendations: Staff would entertain any options. Staff would recommend starting and ending the parade at High School.

Google Maps

499 S Farmer Rd, Willard, MO 65781 to 489-499 S
Farmer Rd, Willard, MO 65781

Walk 2.8 miles, 55 min



Map data ©2017 Google 500 ft

499 S Farmer Rd

Willard, MO 65781

Use caution - may involve errors or sections not suited for walking

- ↑ 1. Head north on S Farmer Rd toward W Knight St

0.1 mi

3 min (0.1 mi)

Willard Intermediate School

407 S Farmer Rd, Willard, MO 65781

- ↑ 2. Head east on W Knight St toward S Watson St

0.5 mi

10 min (0.5 mi)

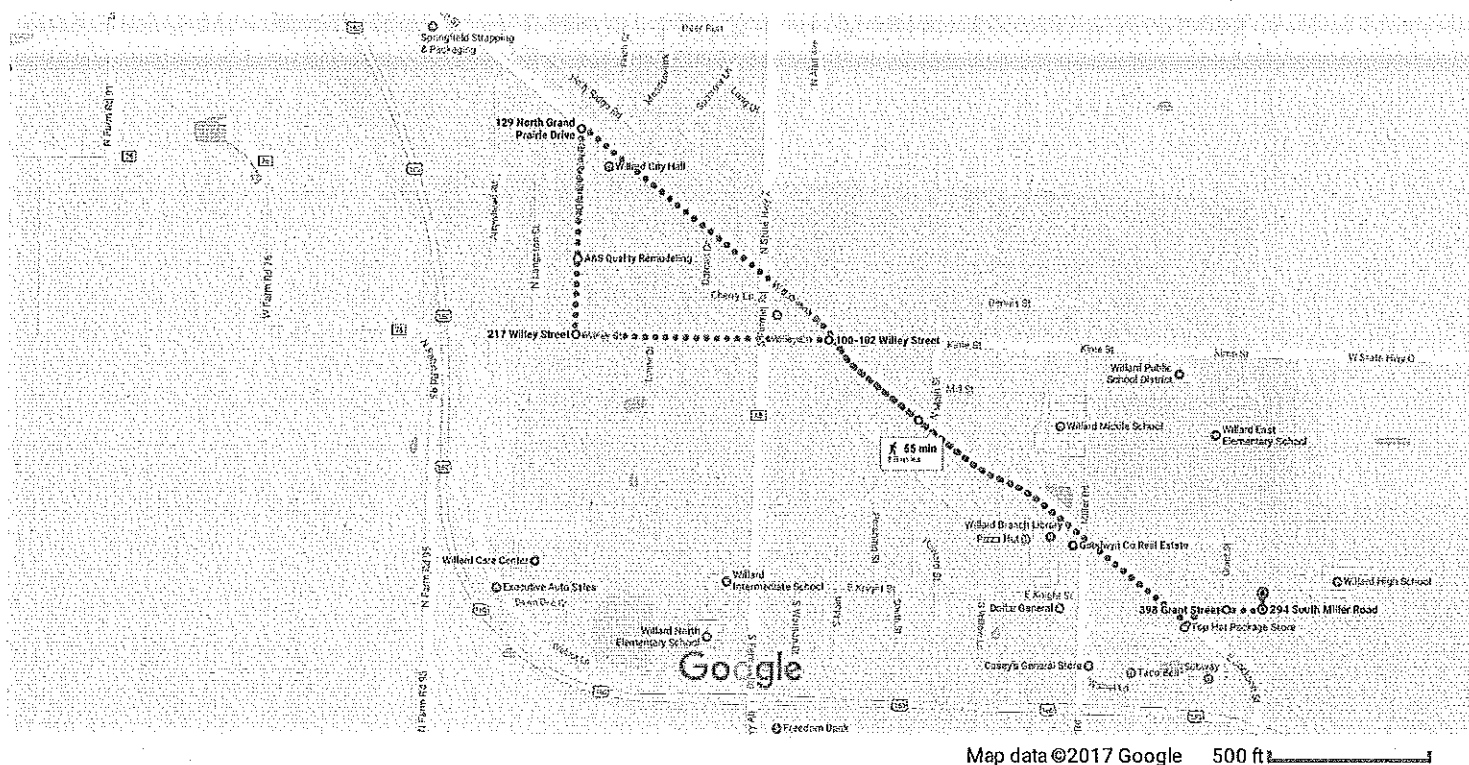
498 E Knight St

Willard, MO 65781

- ↑ 3. Head east on E Knight St toward Miller Rd

7 ft

Walk 2.8 miles, 55 min



via E Jackson St

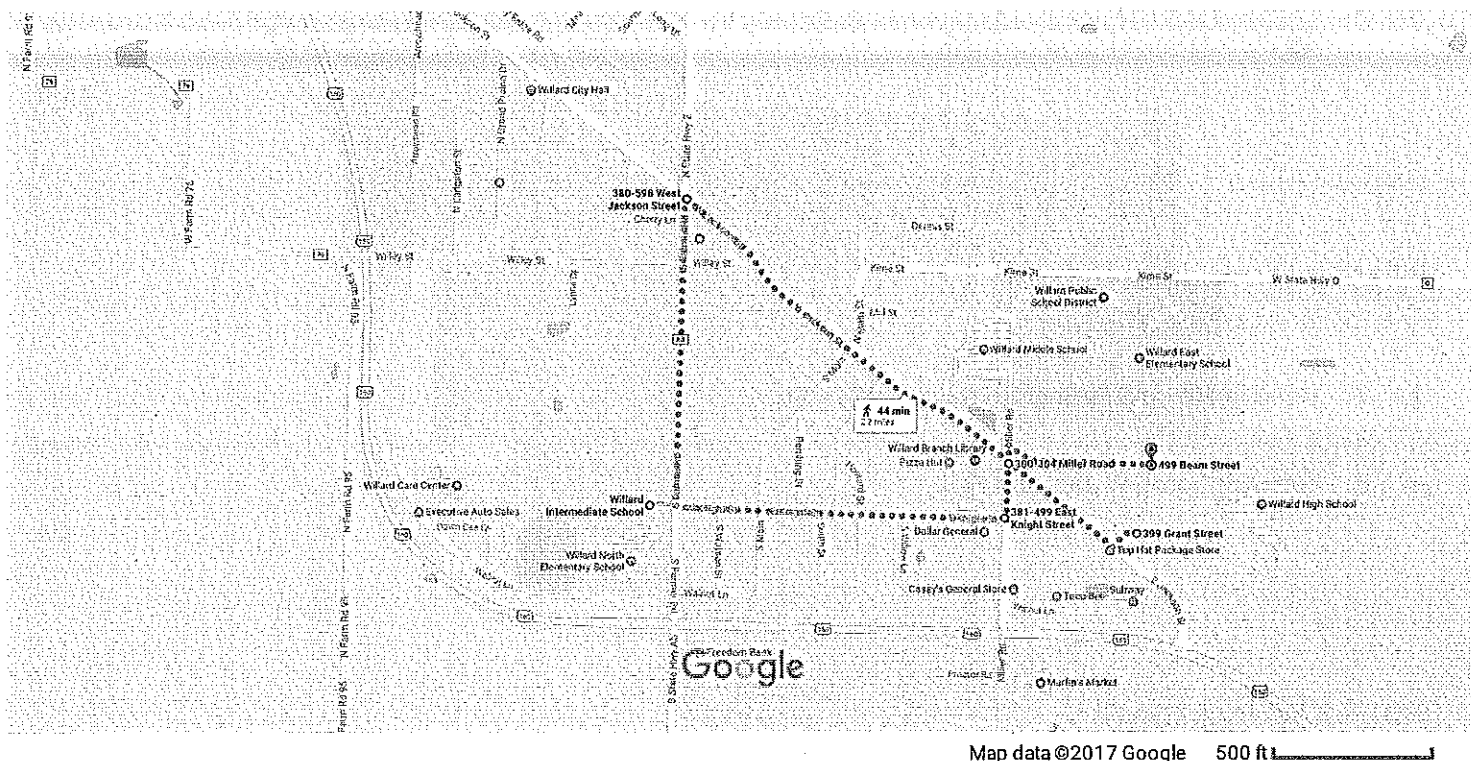
55 min

2.8 miles

Google Maps

399 Grant St, Willard, MO 65781 to 499 Beam St,
Willard, MO 65781

Walk 2.2 miles, 44 min

399 Grant St
Willard, MO 65781

Use caution - may involve errors or sections not suited for walking

↑ 1. Head west toward E Jackson St

240 ft

➡ 2. Turn right onto E Jackson St

0.2 mi

↩ 3. Turn left onto Miller Rd

20 ft

5 min (0.3 mi)

300-304 Miller Rd

Willard, MO 65781

↑ 4. Head south on Miller Rd toward E Knight St

449 ft

➡ 5. Turn right onto E Knight St

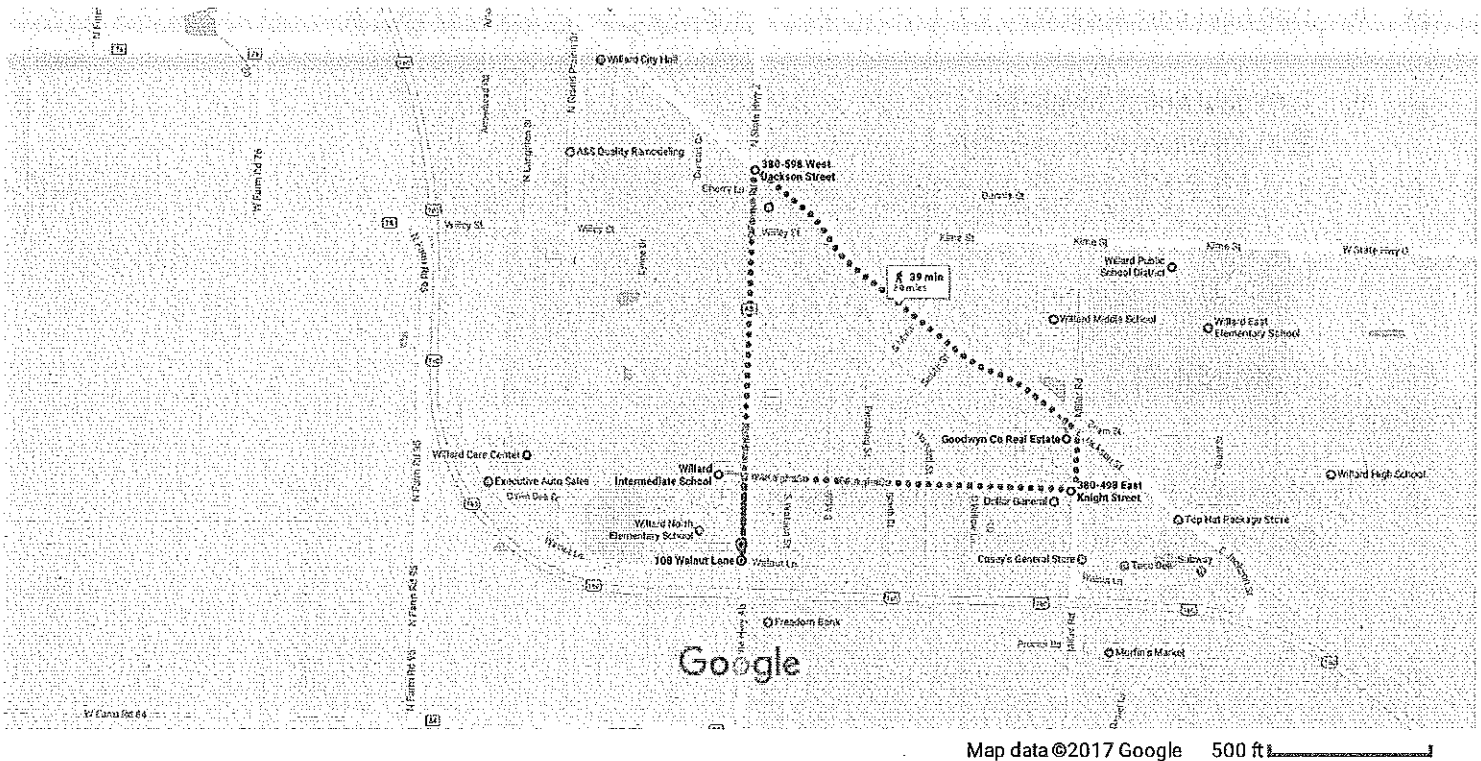
📍 Destination will be on the right

13 ft

2 min (463 ft)

Google Maps

108 Walnut Ln, Willard, MO 65781 to 108 Walnut Ln, Willard, MO 65781 Walk 2.0 miles, 39 min



108 Walnut Ln
Willard, MO 65781

Use caution - may involve errors or sections not suited for walking

- ↑ 1. Head north on S Farmer Rd toward W Knight St
Destination will be on the right

0.6 mi

12 min (0.6 mi)

380-598 W Jackson St
Willard, MO 65781

- ↑ 2. Head north on S Farmer Rd toward W Jackson St
- ➔ 3. Turn right onto W Jackson St
Destination will be on the right

20 ft

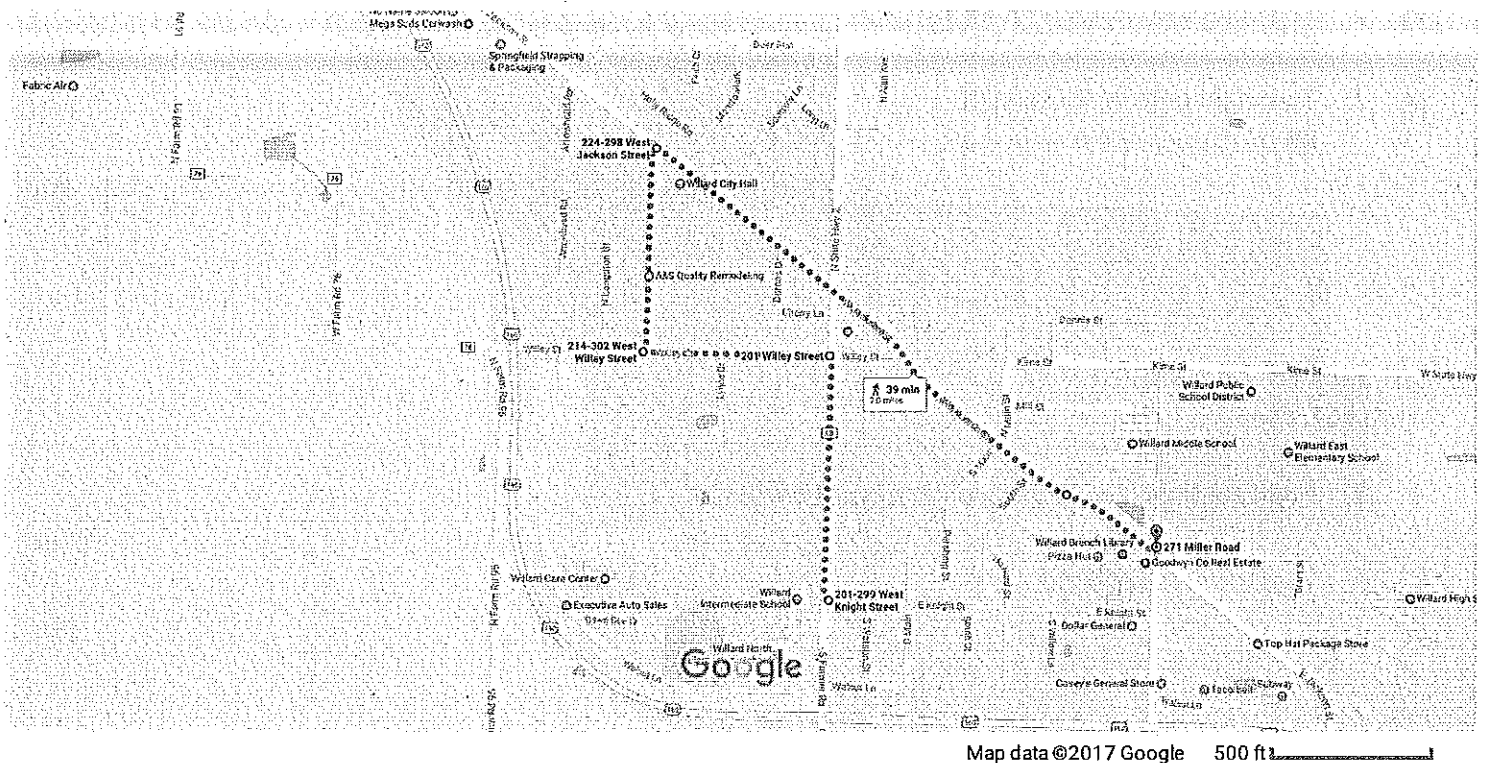
0.6 mi

12 min (0.6 mi)

Goodwyn Co Real Estate
306 E Jackson St, Willard, MO 65781

Google Maps

201-299 W Knight St, Willard, MO 65781 to 271 Miller Rd, Willard, MO 65781 Walk 2.0 miles, 39 min



201-299 W Knight St
Willard, MO 65781

Use caution - may involve errors or sections not suited for walking

↑ 1. Head west on W Knight St toward S Farmer Rd

36 ft

➡ 2. Turn right onto S Farmer Rd

0.4 mi

↩ 3. Turn left onto Willey St

16 ft

7 min (0.4 mi)

201 Willey St
Willard, MO 65781

↑ 4. Head west on Willey St toward Lynne Dr

0.3 mi

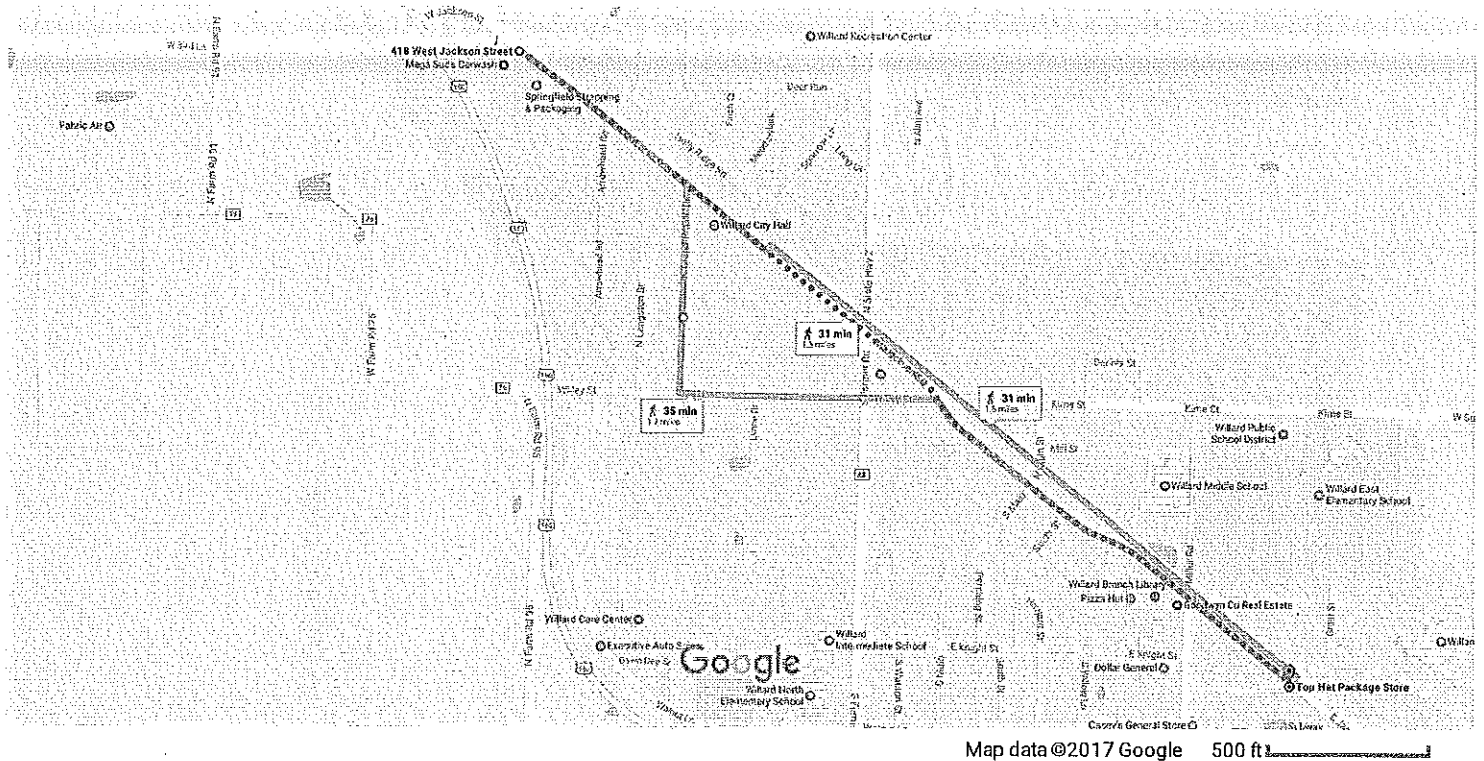
5 min (0.3 mi)

214-302 W Willey St
Willard, MO 65781

Google Maps

418 W Jackson St, Willard, MO 65781 to Top Hat Package Store

Walk 1.5 miles, 31 min



418 W Jackson St
Willard, MO 65781

Use caution - may involve errors or sections not suited for walking

- ↑ 1. Head southeast on W Jackson St toward Arrowhead Rd
Destination will be on the right

1.5 mi

Top Hat Package Store

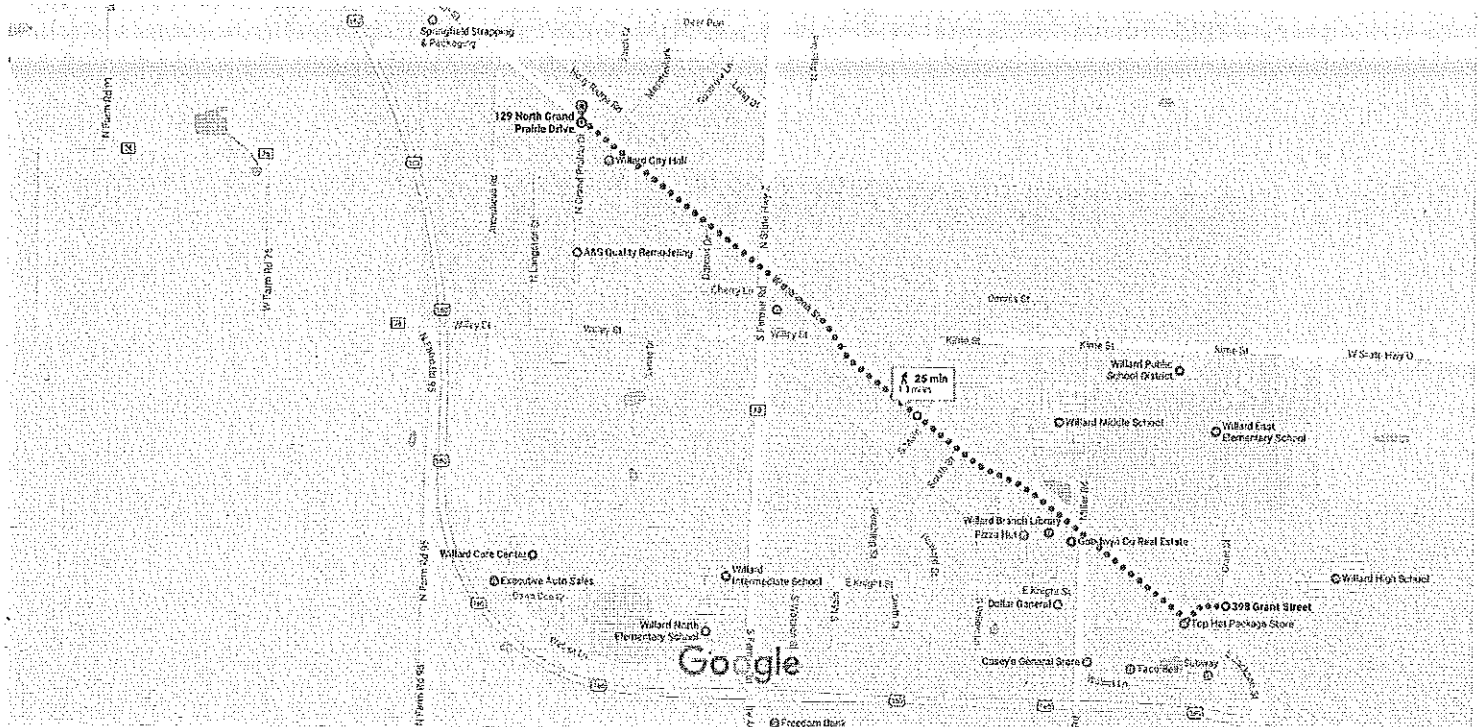
414 E Jackson St, Willard, MO 65781

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Google Maps

398 Grant St, Willard, MO 65781 to 129 N Grand
Prairie Dr, Willard, MO 65781

Walk 1.3 miles, 25 min



Map data ©2017 Google 500 ft

398 Grant St
Willard, MO 65781

Use caution - may involve errors or sections not suited for walking

↑ 1. Head west toward E Jackson St

354 ft

➡ 2. Turn right onto E Jackson St

1.2 mi

⬅ 3. Turn left onto N Grand Prairie Dr

20 ft

129 N Grand Prairie Dr
Willard, MO 65781

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.