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

January 23, 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

www.cityofwillard.org

CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
January 23, 2017
7:00 P.M.

Posted January 18, 2017

Notice is hereby given that the City of Willard, Missouri, Board of Aldermen will conduct a meeting at **7:00 p.m.** January 23, 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 9, 2017.**

4. **Citizen Input. (5 minutes each)**

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

6. **Discussion/Vote to approve Empire Electric Streetlight Replacements.**
   a. **707 S. Watson**
   b. **Highway "O" and Miller Road**

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

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

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

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

11. **New Business.**

12. **Unfinished Business.**

13. **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.

CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
January 09, 2017
7:00 p.m.

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

The City Attorney Ken Reynolds was present.

Citizens in attendance: J.D. Landon, Mindy Latham, Matt Brunner, Tara Wallis, Maddy Bouse, Marlena Harmon, Val Harmon, Hailey Radford, Philip Radford, Tiffany Goodpaster, and Meagan Duran.

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 7:11 p.m.), Alderman Snider---, Alderman Stewart-present, Alderman Whitman-present, Alderman Baird---, Alderman Roggensees-present and Mayor Hendrickson-present.

Due to no quorum until Alderman Buckley arrives, the City Attorney requested that the Ceremonial Matters be conducted first then we can proceed with the Citizen Input, City Administrator Report and Department Head reports.

Ceremonial Matters.
The Chief of Police Tom McClain swore in Officers Joe Duran, Ben Peebles and Dakota Radford.

Citizen Input.
None.

City Administrator Report.
The Interim City Administrator Jim Bentley introduced Mr. Brunner, the teacher involved with the student council group, to the Board.
Mr. Brunner spoke to the Board regarding the Student Council. He stated that the kids were all excited to get involved and would be ready to start at the next Board of Aldermen Meeting. He stated that he had ten (10) students interested in being part of the Board. The Students would participate in discussion and cast a vote on topics, but it would only be for the Minutes and not actually count. Mr. Brunner thanked the Board for allowing the students to take part.

Alderman Buckley arrived at 7:11 p.m.

Agenda Amendments/Agenda Approval.
The City Clerk requested an addition to the Agenda to include a new number fifteen (15) for a Resolution to initiate a Student Government Representative position. Motion was made by Alderman Roggensees and seconded by Alderman Whitman to accept the Agenda with changes. The motion carried with a vote of 4-0. Voting aye: Aldermen Buckley, Stewart, Whitman and Roggensees.

Approve the Minutes of the Regular Meeting December 12, 2016 and the Work Study December 19, 2016.

Motion was made by Alderman Stewart and seconded by Alderman Whitman to approve the Minutes from the regular meeting December 12, 2016. The motion carried with a vote of 4-0. Voting aye: Aldermen Buckley, Stewart, Whitman and Roggensees.

Motion was made by Alderman Stewart and seconded by Alderman Whitman to approve the Minutes from the Work Study on December 19, 2016. The motion carried with a vote of 4-0. Voting aye: Aldermen Buckley, Stewart, Whitman and Roggensees.

City Administrator Report.

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

Department Head Reports.

The Department Heads gave their reports to the Board. Alderman Buckley asked about signs going up around the pond at the Rec Center to keep people off the pond. City Attorney Ken Reynolds stated that signs would be good, but we could potentially still be liable if someone gets injured. The Board indicated their desire to have signs placed around the pond to alert of the dangers.

Financial Reports.

a) Motion was made by Alderman Stewart and seconded by Alderman Buckley to accept the Financial Statements. The motion carried with a vote of 4-0. Voting aye: Aldermen Buckley, Stewart, Whitman and Roggensees.

b) Motion was made by Alderman Stewart and seconded by Alderman Whitman to accept the Outstanding Invoices, Paid Invoices, Online Payments and Transfers. The motion carried with a vote of 4-0. Voting aye: Aldermen Buckley, Stewart, Whitman and Roggensees.

c) Motion was made by Alderman Stewart and seconded by Alderman Whitman to accept the Adjustments Report. The motion carried with a vote of 4-0. Voting aye: Aldermen Buckley, Stewart, Whitman and Roggensees.

Ordinance approving the amendment to the Land Development Regulations. (2nd Read) Discussion/Vote.

Mayor Hendrickson asked if there were any changes, and Mr. Brown stated there were not. This was to require the tracer wire to be placed with any new construction or reconstruction.

The second read was conducted by the City Clerk.

Motion was made by Alderman Whitman and seconded by Alderman Stewart to approve the amendment to the Land Development Regulations. The motion carried with a vote of 4-0. Voting aye: Aldermen Buckley, Stewart, Whitman and Roggensees.

Ordinance authorizing the Mayor to sign the updated Intergovernmental Agreement with Greene County. (1st and 2nd Read) Discussion/Vote.

The first read was conducted by the City Clerk.

The Chief of Police stated that this was just the update to the Intergovernmental Agreement that provides a venue for the Willard Police Department and Greene County Sheriff's Department to work together.

Motion was made by Alderman Stewart and seconded by Alderman Buckley to authorize the Mayor to sign the updated Intergovernmental Agreement with Greene County. The motion carried with a vote of 4-0. Voting aye: Aldermen Buckley, Stewart, Whitman and Roggensees.

The second read was conducted by the City Clerk.

Motion was made by Alderman Stewart and seconded by Alderman Whitman to authorize the Mayor to sign the updated Intergovernmental Agreement with Greene County. The motion carried with a vote of 4-0. Voting aye: Aldermen Buckley, Stewart, Whitman and Roggensees.

Discussion/Vote authorizing the Mayor to sign an agreement with General Code.

The City Clerk informed the Board that this was a standard agreement that was brought each year to allow General Code to update our Municipal Code books and online database with all new Ordinances that were passed by the Board of Aldermen. Alderman Stewart asked if this was different than the one that was brought a few months ago. The City Clerk and City Attorney stated it was, as that one was to update the Municipal Code to the new Senate Bill five (5) regulations that were passed. This agreement being brought now was only to update with all new code passed by this Board. Motion was made by Alderman Stewart and seconded by Alderman Buckley to authorize the Mayor to sign the agreement with General Code. Motion carried with a vote of 4-0. Voting aye: Aldermen Buckley, Stewart, Whitman and Roggensees.

Discussion/Vote to authorize the City to go out for Bid on Cleaning Supplies.

The City Clerk informed the Board that the City currently is not under a contract for cleaning supplies. When supplies are needed, the departments are just ordering from Hillyard. The Parks Director JC Loveland had discussed the idea with the City Clerk about possibly getting a cheaper rate if we go out for bid. Mr. Loveland informed the Board that he has gone over everything they use at Parks and thinks we could not only get a cheaper bid, but if a new company came in, they would bring their own dispensers which would upgrade the aesthetics around the City departments. Motion was made by Alderman Stewart and seconded by Alderman Buckley to authorize the City to go out for Bid on cleaning supplies. Motion carried with a vote of 4-0. Voting aye: Aldermen Buckley, Stewart, Whitman and Roggensees.

Discussion/Vote on the Parks Department T-Shirt Bids.

The Parks Director JC Loveland informed the Board that the City had gone out for bid on the Parks Department T-Shirts and had received just two (2) bids this year. Staff recommended going with Express Press as they had the best and cheapest bid. Motion was made by Alderman Buckley and seconded by Alderman Stewart to accept the bid by Express Press for the Parks Department T-shirts. Motion carried with a vote of 4-0. Voting aye: Aldermen Buckely, Stewart, Whitman and Roggensees.

Discussion/Vote on the Parks Department Photography Bids.

The Parks Director JC Loveland informed the Board that the City had gone out for bid on the Parks Department Photographs for the teams. The City had only received two (2) bids, and Lifetouch was yet again the best deal. The City is not out any money as the bids are to get the best prices for the families doing the sports and ordering their own photographs. Lifetouch not only had the best prices, but also offered incentives to the City. Motion was made by Alderman Buckley and seconded by Alderman Stewart to accept the Bid by Lifetouch for the Parks Department Photographs. Motion carried with a vote of 4-0. Voting aye: Aldermen Buckley, Stewart, Whitman and Roggensees.

Ordinance accepting Project STBG-5944 (803) Urban Program Agreement with the Missouri Highways and Transportation Commission. (1st and 2nd Read) Discussion/Vote.

The Public Works Director Dave O'Connor informed the Board that this agreement is the first step in the project and would allow the City to move forward with the Miller Road improvement. Once this is signed, the City can spend Federal Funds and go to bid for Engineering and other aspects of this project. Alderman Roggensees asked if the timeline was set in stone. Mr. O'Connor stated that it was just a guideline but the project can move faster or slower with no penalty. Mayor Hendrickson asked City Attorney Ken Reynolds if he was ok with the agreement. Mr. Reynolds stated that he was satisfied with the wording and would proceed. The first read was conducted by the City Clerk.

Motion was made by Alderman Roggensees and seconded by Alderman Whitman to accept Project STBG-5944(803) Urban Program Agreement with the Missouri Highways and Transportation Commission. Motion carried with a vote of 4-0. Voting aye: Aldermen Buckley, Stewart, Whitman and Roggensees.

The second read was conducted by the City Clerk.

Motion was made by Alderman Stewart and seconded by Alderman Buckley to accept Project STBG-5944(803) Urban Program Agreement with the Missouri Highways and Transportation Commission. Motion carried with a vote of 4-0. Voting aye: Aldermen Buckley, Stewart, Whitman and Roggensees.

Resolution initiating a Student Government Representative position to serve alongside the Board of Aldermen. Discussion/Vote.

The Interim City Administrator Jim Bentley informed the Board that this Resolution would make the Student Council legal and allow them to start at the next Board of Aldermen Meeting on January 23, 2017. The

Student Representatives would be allowed to vote alongside the Aldermen, but it would strictly be for the Minutes only and not count as an official vote. Mr. Bentley stated that the class was eager to be involved and it was a big step for Willard to initiate a program like this. Mr. Bentley asked if the Board would be okay with a press release regarding this Resolution and possible news cameras present during the next Meeting. The Board stated they were fine with that. Motion was made by Alderman Whitman and seconded by Alderman Stewart to approve the Resolution initiating a Student Government Representative position to serve alongside the Board of Aldermen. Motion carried with a vote of 4-0. Voting aye: Aldermen Buckley, Stewart, Whitman and Roggensees.

New Business.
None.

Unfinished Business.
Alderman Roggensees requested that an Agenda Item be added to the next Board of Aldermen meeting to make a decision on the stipend for Board members. He stated that with the elections coming in April, the Board needed to make a decision.
Alderman Roggensees also stated that the Connection Fees needed to be brought up soon as well and discussed so the City can move forward with Sewer plans.
Mr. Bentley stated he was very aware and plans to ask the Board to declare an EDU, or a set number of gallons used per day per household, at the next meeting in two (2) weeks.

Recess Open Session.
Motion was made by Alderman Buckley and seconded by Alderman Whitman to recess before the Closed Session. Motion carried with a vote of 4-0. Voting aye: Aldermen Buckley, Stewart, Whitman and Roggensees.

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.

Corey Hendrickson, Mayor of Willard

Jennifer Rowe, City Clerk

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

AGENDA ITEM # 5

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

Initiated by: Parks Director

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1. Description and Objective of item: To build a new Concessions Building at the REC Center.

2. Previous Board Action: None

3. Options: Approve the bid chosen by Staff and proceed with the project.

4. Financial impact; Source of funds: Budgeted funds for 2017 Fiscal Year.

5. Staff analysis / recommendations: Staff recommends the Board accept the chosen bid and proceed with the project so it can be completed quickly.

MORE INFORMATION WILL BE SENT ON FRIDAY AFTERNOON AFTER THE BID OPENING AND PARK BOARD SPECIAL MEETING.

AGENDA ITEM # 6

Discussion/Vote to approve Empire Electric Streetlight Replacements.

a. 707 S. Watson
b. Highway "O" and Miller Road

Sponsored by the City Clerk.

City of Willard
Board of Aldermen Meeting

Agenda Item Staff Report and Back-up

1. **Title of Item: Discussion/Vote to approve Empire Electric Streetlight Replacements.**
   a. **707 S. Watson**
   b. **Highway "O" and Miller Road**

Initiated by: City Clerk

---

1. Description and Objective of item: Request from Empire to authorize changing streetlights in town and replacing with more energy efficient options.

2. Previous Board Action: None

3. Options: Approve the requests which will save the City money in the long run.

4. Financial impact; Source of funds: General Revenue

5. Staff analysis / recommendations: Staff recommends the Board approves the requests so lights can be changed.

SA 22A 2/11

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 18th 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	707 S WATSON	6,000L 70W HPS Open Bottom	1	$83.42		$116.71	
Remove	707 S 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# 751903 PROJECT # **1002456** COMPLETED

CURRENT INVESTMENT CHARGE ANNUAL FACILITY USAGE CHARGE ACCUMULATIVE INVESTMENT CHARGE

THE EMPIRE DISTRICT ELECTRIC COMPANY

Executed at Joplin, Mo this ______ day of ______________ By ______________________

(VICE PRESIDENT)

SA 22A 2/11

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 10th 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	HIGHWAY O AND MILLER ROAD	6,000L 70W HPS Open Bottom	1	$83.42		$116.71	
Remove	HIGHWAY O AND 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# 751515 PROJECT # **1002456** COMPLETED

CURRENT INVESTMENT CHARGE ANNUAL FACILITY USAGE CHARGE ACCUMULATIVE INVESTMENT CHARGE

THE EMPIRE DISTRICT ELECTRIC COMPANY

Executed at Joplin, Mo this ______ day of ______________________ By ______________________

(VICE PRESIDENT)

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

AGENDA ITEM # 7

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

FIRST READING: 01/23/17 SECOND READING:

BILL NO. 17-03 ORDINANCE NO. 170123A

AN ORDINANCE

AN ORDINANCE APPROVING THE STIPEND FOR THE MEMBERS OF THE BOARD OF ALDERMEN FOR THE CITY OF WILLARD, MISSOURI.

WHEREAS, the Board of Aldermen have decided to begin a monthly stipend for each elected Aldermen; and

WHEREAS, the City of Willard has approved the budgetary funds to pay such stipend; and

WHEREAS, The Board of Aldermen have voted to approve the stipend to begin in April 2017 and take effect when each Alderman is sworn in and continue until the Board chooses contingent upon budgetary means.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, GREENE COUNTY, MISSOURI as follows:

SECTION 1: The Board of Aldermen authorizes the Mayor, on behalf of the City of Willard, to authorize the stipend for the Board of Aldermen for the City of Willard as described in Exhibit "A".

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: This ordinance shall be effective April 1, 2017.

READ TWO (2) TIMES AND PASSED AT THE MEETING OF THE BOARD OF ALDERMEN, THE CITY OF WILLARD, GREENE COUNTY, MISSOURI ON THIS _____ DAY OF ______________, 2017.

Approved as to form: ______________________________
Ken Reynolds, City Attorney

ATTEST: **APPROVED:**

______________________________ ______________________________

Jennifer Rowe, City Clerk Corey Hendrickson, Mayor

MEMBERS OF THE BOARD OF ALDERMEN: **FIRST(1st) READING**	YES	NO	ABSTAINED
______________________ JAMIE BUCKLEY	____	____	____
______________________ SAMUEL SNIDER	____	____	____
______________________ DONNA STEWART	____	____	____
______________________ LARRY WHITMAN	____	____	____
______________________ SAM BAIRD	____	____	____
______________________ DAVID ROGGENSEES	____	____	____

MEMBERS OF THE BOARD OF ALDERMEN: **FIRST(2nd) READING**	YES	NO	ABSTAINED
______________________ JAMIE BUCKLEY	____	____	____
______________________ SAMUEL SNIDER	____	____	____
______________________ DONNA STEWART	____	____	____
______________________ LARRY WHITMAN	____	____	____
______________________ SAM BAIRD	____	____	____
______________________ DAVID ROGGENSEES	____	____	____

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AGENDA ITEM # 9

Ordinance accepting the contract agreement with the Mark Chapman Band for entertainment at the 2017 Freedom Fest. (1st 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

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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.

MCB
MARK CHAPMAN BAND

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 Majure 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			

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

AGENDA ITEM # 10

Ordinance accepting the contract agreement with Monkey Business for the Parks Department Bounce House Rentals. (1st 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

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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-INFLATATED 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:

<u>ITEMIZED EQUIPMENT/SERVICE</u>: <u>FEE</u>: $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.

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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-INFLATATED AS THE VINYL SURFACE CAN BE EXTREMELY SLIPPERY WHEN WET.

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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.

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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.**

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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.

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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-INFLATATED 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	________	________	________