

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

Special Meeting

August 24, 2015

7:00 p.m.

Willard City Hall

224 W. Jackson Street

Mayor

Corey Hendrickson

Board Members

Michael Barr-Mayor Pro-Tem

Jamie Buckley

Don Lee

Meredith Reaves

Larry Whitman

www.cityofwillard.org

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**CITY OF WILLARD
BOARD OF ALDERMEN
SPECIAL MEETING
August 24, 2015
7:00 P.M.**

Posted August 19, 2015

Notice is hereby given that the City of Willard, Missouri, Board of Aldermen will conduct a meeting at 7:00 p.m. August 24, 2015 at Willard City Hall, 224 W. Jackson, Willard, Missouri.

The tentative agenda of this meeting includes:
PLEDGE OF ALLEGIANCE

Call the meeting to order

Roll Call

- 1. Agenda Amendments/Approval of Agenda.**
- 2. Discussion/Vote on the appointment of the following candidates for the vacant Board of Aldermen seats in Ward I and Ward II:**
 - a. Paul Hood for the Ward I position.**
 - b. Sam Baird for the Ward II position.**
- 3. Discussion/Vote on a Board of Aldermen Representative for:**
 - a. The Planning and Zoning Commission.**
 - b. The Economic Development Task Force.**
- 4. Approval of the minutes from the meeting on August 13, 2015.**
- 5. Citizen Input (5 minute limit per person).**
- 6. Ordinance accepting the request by Hamilton Properties for approval of a minor subdivision to be located at Hughes Rd. and S. Fox River Ave. Parcel # 880831300166 (2nd Read). Discussion/Vote.**

PUBLIC HEARING TO CONSIDER THE PROPERTY TAX LEVY OF ANNUAL TAX FOR THE YEAR OF 2015 FOR THE GENERAL FUND AND PARKS FUND.

- 7. 2015 Real Estate Tax Levy Ordinance (1st and 2nd Read). Discussion/Vote.**
- 8. Ordinance accepting the submission of the Local Law Enforcement Block Grant LLEBG/JAG) Grant (1st and 2nd Read). Discussion/Vote.**
- 9. Ordinance accepting the contract between Monkey Business Events and the City of Willard for Entertainment Services. (1st Read). Discussion/Vote.**

10. Ordinance accepting the contract with the City of Springfield and the City of Willard for Animal Control Services. (1st Read). Discussion/Vote.
11. Resolution accepting the Mutual Use Agreement between the Willard Fire Protection District and the City of Willard.
12. Discussion/Vote on the purchase of a computer for the Public Works Department.
13. Discussion/Vote on the approval of the EMPG grant salary increase for the Director of Emergency Management Director.
14. New Business.
15. Unfinished Business.
16. Close open session.
17. Open executive session.
18. Close executive session.
19. Open and close open session.

THE TENTATIVE AGENDA OF THIS MEETING INCLUDES A VOTE TO CLOSE PART OF THE MEETING PURSUANT TO RSMO SECTION 610.021 # (3) PERSONNEL AND # (13) PERSONNEL.

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

Dale Duvall
City Clerk



AGENDA ITEM #2 and #3

Vote on the approval of Alderman Reaves' resignation from her position as Alderman of Ward II.

Discussion/Vote on the appointment of _____ and _____ to the vacant Board of Aldermen Ward I and Ward II positions.

Discussion/Vote on a Board of Aldermen Representative for:

- a. The Planning and Zoning Commission.**
- b. The Economic Development Task Force.**



AGENDA ITEM #4

Approval of the minutes from the meeting on August 13, 2015.

**CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
August 10, 2015
7:00 p.m.**

Staff present: City Administrator, J. Everett Mitchell; City Clerk, Dale Duvall; Community Services Director, J.C. Loveland; Director of Development, Randy Brown; Chief Financial Officer, Carolyn Halverson; Reserve and Chief of Police, Tom McClain.

City Attorney Ken Reynolds was present.

Citizens in attendance: Alice Mitchell, Mindy Latham, Roscoe and Barbara Killingsworth, Sam Baird, JD Landon and Doug Hamilton.

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 pm.

Roll Call.

The City Clerk conducted the roll call. Alderman Buckley-present, Alderman Whitman-present, Alderman Barr----, Alderman Lee-present, Alderman Larimore-present, Alderman Reaves---- and Mayor Hendrickson-present.

Agenda Amendments/Agenda Approval.

Motion made by Alderman Lee and seconded by Alderman Whitman to accept the agenda. The motion carried with a vote of 4-0. Voting aye: Aldermen Lee, Buckley, Whitman and Larimore.

Approve the Minutes of the Regular Meeting on July 13, 2015.

Motion made by Alderman Lee and seconded by Alderman Larimore to approve the minutes. The motion carried with a vote of 4-0. Voting aye: Aldermen Lee, Buckley, Whitman and Larimore.

Citizen Input.

Roscoe Killingsworth asked that the City take better care of the right of ways on W. Jackson to the west of City Hall.

Financial Reports.

The Chief Financial Officer presented the financials.

- a. **June 2015 Budget Summaries.** Informational Only. Alderman Lee questioned why a Public Works computer had been purchased when the Board had determined that they wanted to postpone the purchase for more information from the Public Works Director.
- b. **June 2015 Financial Statements.** **Motion** was made by Alderman Larimore with a second by Alderman Lee to approve the statements. The motion carried with a vote of 4-0. Voting aye: Aldermen Lee, Buckley, Whitman and Larimore.
- c. **July 2015 and July 2015 Outstanding Invoices, Paid Invoices, Online Payments and Transfers.** Alderman Larimore asked why the credit card had late fees attached to them the last two (2) months. The Chief Financial Officer stated that this was due to the due date and the Board of Aldermen meeting date. The Board asked that these be paid on time. **Motion** was made by Alderman Larimore with a second by Alderman Lee to approve the items. The motion carried with a vote of 4-0. Voting aye: Aldermen Larimore, Buckley, Whitman and Buckley.
- d. **May 2015 Check Register.** Informational Only.

- e. **June 2015 Water Loss Report.** Informational Only.
- f. **June 2015 Utility Adjustments Report.** **Motion** was made by Alderman Buckley with a second by Alderman Lee to approve the report. The motion carried with a vote of 4-0. Voting aye: Aldermen Larimore, Whitman, Lee and Buckley.

Department Head Reports.

The Department Heads presented their reports to the Board.

Alderman Barr arrived at 8:20 p.m.

The Director of Community Services spoke about the City taking over the Mighty Mites program due to the resignation of the previous supervisor. The Board agreed that it is important to keep the program up and running.

The Director of Public Works informed the Board that the lift station at AB and EE needs to be replaced. There is money to complete the project. It will be between \$60,000 and \$100,000. The Board was also told that the Lift Station D would need to be replaced next year. **Motion** by Alderman Lee with a second by Alderman Buckley to proceed with the bidding process for the pump at AB and EE. The motion carried with a vote of 5-0. Voting aye: Aldermen Larimore, Whitman, Lee, Barr and Buckley.

Ordinance accepting the request by Hamilton Properties for approval of a minor subdivision to be located at Hughes Rd. and S. Fox River Ave. Parcel # 880831300166 (1st Read). Discussion/Vote.

First read was conducted by the City Clerk.

Motion was made by Alderman Larimore with a second by Alderman Barr to approve the first read. The motion carried with a vote of 5-0. Voting aye: Aldermen Larimore, Buckley, Barr, Lee and Whitman.

Discussion/Vote on the bids received for the Carpet replacement and Painting of the Willard Fitness Center.

The Director of Community Services reviewed the bids for the painting and carpet for the Fitness Center.

The Board determined that they would approve the Fitness Center project but that the request for the replacement of the carpeting of the Recreation Center offices would need to wait. **Motion** was made by Alderman Lee with a second by Alderman Buckley to approve the bid of G&G Painting LLC for \$540.00. The motion carried with a vote of 5-0. Voting aye: Aldermen Larimore, Buckley, Barr, Lee and Whitman. **Motion** was made by Alderman Lee with a second by Alderman Barr to approve the bid of Lowes for \$3918.00 for the carpeting. The motion carried with a vote of 5-0. Voting aye: Aldermen Larimore, Buckley, Barr, Lee and Whitman. Motion

Ordinance accepting the 2015 Emergency Management Performance Grant. (1st and 2nd Read). Discussion/Vote.

First read was conducted by the City Clerk.

Motion was made by Alderman Larimore with a second by Alderman Barr to approve the first read. The motion carried with a vote of 5-0. Voting aye: Aldermen Larimore, Buckley, Barr, Lee and Whitman.

Second read was conducted by the City Clerk.

Motion was made by Alderman Larimore with a second by Alderman Buckley to approve the second read. The motion carried with a vote of 5-0. Voting aye: Aldermen Larimore, Buckley, Barr, Lee and Whitman.

Acceptance of the Springfield-Greene County 2015 All-Hazards Mitigation Plan.

Motion was made by Alderman Barr with a second by Alderman Larimore to approve the Mitigation Plan as presented. The motion carried with a vote of 5-0. Voting aye: Aldermen Larimore, Buckley, Barr, Lee and Whitman.

Acceptance of the Small Cities Engineering Resolution.

Motion was made by Alderman Barr with a second by Alderman Larimore to approve the Resolution as presented. The motion carried with a vote of 5-0. Voting aye: Aldermen Larimore, Buckley, Barr, Lee and Whitman.

Ordinance accepting the DWI grant between the City of Willard Police Department and University of Central Missouri Safety Center. (1st and 2nd Read). Discussion/Vote.

First read was conducted by the City Clerk.

Motion was made by Alderman Larimore with a second by Alderman Lee to approve the first read. The motion carried with a vote of 5-0. Voting aye: Aldermen Larimore, Buckley, Barr, Lee and Whitman.

Second read was conducted by the City Clerk.

Motion was made by Alderman Larimore with a second by Alderman Whitman to approve the second read. The motion carried with a vote of 5-0. Voting aye: Aldermen Larimore, Buckley, Barr, Lee and Whitman.

Ordinance accepting the contract between Commerce Bank and the City of Willard for Direct Deposit Services. (1st and 2nd Read). Discussion/Vote.

First read was conducted by the City Clerk.

Motion was made by Alderman Larimore with a second by Alderman Lee to approve the first read. The motion carried with a vote of 5-0. Voting aye: Aldermen Larimore, Buckley, Barr, Lee and Whitman.

Second read was conducted by the City Clerk.

Motion was made by Alderman Lee with a second by Alderman Larimore to approve the second read. The motion carried with a vote of 5-0. Voting aye: Aldermen Larimore, Buckley, Barr, Lee and Whitman.

Ordinance accepting the amendments to Ordinance # 930908 Park Property exempt from paying city water fees. (2nd Read). Discussion/Vote.

Second read was conducted by the City Clerk.

Motion was made by Alderman Lee with a second by Alderman Larimore to approve the second read. The motion carried with a vote of 5-0. Voting aye: Aldermen Larimore, Buckley, Barr, Lee and Whitman.

Ordinance accepting the annual contract between Springfield Animal Control and the City of Willard. (1st Read). Discussion/Vote.

First read was conducted by the City Clerk.

Motion was made by Alderman Larimore with a second by Alderman Lee to approve the first read. The motion carried with a vote of 5-0. Voting aye: Aldermen Larimore, Buckley, Barr, Lee and Whitman.

Approval of the streetlight change requests at:

- a. SE. corner of Miller and Jackson St.
- b. Jackson St. West of Miller Rd.

Motion was made by Alderman Barr with a second by Alderman Lee to approve both change requests. The motion carried with a vote of 5-0. Voting aye: Aldermen Larimore, Buckley, Barr, Lee and Whitman.

New Business.

Alderman Buckley brought to the Board's attention that Alderman Reaves was no longer living within City limits and that her position as Alderman in Ward II would need to be filled. The City Clerk informed that Board that Alderman Reaves had not submitted her resignation letter and that it would be taken care of.

Alderman Larimore presented his resignation letter for his position as Alderman for Ward I.

Motion was made by Alderman Barr with a second by Alderman Buckley to approve the resignation of Alderman Larimore. The motion carried with a vote of 5-0. Voting aye: Aldermen Larimore, Buckley, Barr, Lee and Whitman.

Old Business.

None.

Adjourn meeting.

Motion made by Alderman Lee and seconded by Alderman Barr to adjourn the meeting. The motion carried with a vote of 5-0. Voting aye: Aldermen Whitman, Buckley, Barr, Larimore and Lee.

Meeting adjourned at 9:35 p.m.

Dale Duvall, City Clerk

Corey Hendrickson, Mayor of Willard



AGENDA ITEM #6

Ordinance accepting the request by Hamilton Properties for approval of a minor subdivision to be located at Hughes Rd. and S. Fox River Ave. Parcel # 880831300166

(2nd Read). Discussion/Vote.

Sponsored by the Director of Development and the City Administrator

First Reading: 08/10/15

Second Reading: 9/14/15

Council Bill No.: _____

Ordinance No.: _____

AN ORDINANCE

AUTHORIZING the approval of the Hamilton Minor Subdivision and acceptance of all right-of-way and easements to the City of Willard; and authorizing the City Clerk to sign the Minor Subdivision survey upon compliance with the terms of the Land Development Regulations of the City of Willard.

WHEREAS, the purpose of the Hamilton Minor Subdivision was to divide the parcel of land located on S. Fox River Ave. and Hughes Rd. also known as Parcel # 880831300166 into two (2) tracts; and

WHEREAS, on July 28, 2015 the Planning and Zoning Commission of the City of Willard, Missouri, reviewed the Minor Subdivision and voted to recommend approval to the Board of Aldermen of the City of Willard.

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

Section 1: The Board of Aldermen hereby approves the Hamilton Minor Subdivision located on S. Fox River Ave. and Hughes Rd also known as Parcel # 880831300166 (see Exhibit "1") into two (2) tracts and accepts of all right-of-way and easements to the City of Willard; and authorizing the City Clerk to sign the Minor Subdivision survey upon compliance with the terms of the Land Development Regulations of the City of Willard.

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, Corey Hendrickson

Attest: , City Clerk

Approved as to form: _____, City Attorney

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

YES NO ABSTAINED

MEREDITH REAVES

DAVID LARIMORE

X

MICHAEL BARR

X

DON LEE

X

JAMIE BUCKLEY

X

LARRY WHITMAN

X

MEMBERS OF THE BOARD OF ALDERMEN:
SECOND (2nd) READING

YES NO ABSTAINED

MEREDITH REAVES

DAVID LARIMORE

MICHAEL BARR

DON LEE

JAMIE BUCKLEY

LARRY WHITMAN



AGENDA ITEM #7

PUBLIC HEARING TO CONSIDER THE PROPERTY TAX LEVY OF ANNUAL TAX FOR THE YEAR OF 2015 FOR THE GENERAL FUND AND PARKS FUND.

2015 Real Estate Tax Levy Ordinance (1st and 2nd Read).

Discussion/Vote.

Sponsored by the Chief Financial Officer and the City Administrator

First Reading: 08-24-2015

Second Reading: 08-24-2015

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE

AN ORDINANCE providing for the general levy and imposition of annual tax for general municipal purposes for the year of 2015 and for imposition of annual tax for parks.

WHEREAS, in accordance with Section 67.110 RsMO, 2011, the Board of Aldermen of the City of Willard shall fix its ad valorem property tax rates no later than the first of September; and

WHEREAS, the Board of Aldermen has available to it from the County Clerk an abstract from his assessment books of all property within the City subject to taxation; and

WHEREAS, a public meeting was posted in three (3) places within the political subdivision. Such notice was posted giving the public at least seven (7) days notice as to the date and time for the public meeting. Said public meeting, to receive residents comments about said tax rate were held on the 24TH of August 2015; and

WHEREAS, after due consideration of the public comment and assessments:

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

Section 1. There is hereby levied and imposed a general tax for municipal purposes at the rate of 0.3899 on each One Hundred Dollars (\$100) assessed valuation on all real property, property of railroad companies, and telephone and telegraph companies and utilities within the City Limits of the City of Willard, Missouri, as the same are now fixed by law, all for the purpose of general revenue, except what property may be exempt by State Law.

Section 2. There is hereby levied and imposed a general tax for public parks at the rate of 0.1193 on each One Hundred Dollars (\$100) assessed valuation on all real property, property of railroad companies and telephone and telegraph companies and utilities within the City Limits of the City of Willard, Missouri, as the same is now fixed by law, or as may be exempt by State Law.

Section 3. No such tax is hereby levied or imposed on the personal property of residents of the City of Willard.

Section 4. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as any portion thereof shall conflict with this ordinance.

Section 5: Savings Clause. Nothing in this ordinance shall be construed to affect any suit or proceeding now pending in any court, or any rights acquired, or liability incurred, nor any cause or causes of action occurred or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this ordinance. In the event of any conflict between this ordinance and any other law, regulation or ordinance, the more restrictive shall apply.

Section 6: Severability Clause. If any section, subdivision, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Aldermen hereby declares that it would have adopted the ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Approved as to form: _____
City Attorney

Mayor, Corey Hendrickson

Attest: _____
City Clerk

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

YES NO ABSTAINED

MICHAEL BARR

DON LEE

JAMIE BUCKLEY

LARRY WHITMAN

MEMBERS OF THE BOARD OF ALDERMEN:
SECOND (2nd) READING

YES NO ABSTAINED

MICHAEL BARR

DON LEE

JAMIE BUCKLEY

LARRY WHITMAN



AGENDA ITEM #8

Ordinance accepting the submission of the Local Law Enforcement Block Grant LLEBG/JAG) Grant (1st and 2nd Read). Discussion/Vote.

Sponsored by the Chief of Police and the City Administrator

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE

AN ORDINANCE AUTHORIZING THE CITY OF WILLARD TO APPLY FOR THE LOCAL LAW ENFORCEMENT BLOCK GRANT (LLEBG) AND THE EDWARD BYRN MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)

WHEREAS, the Missouri Department of Public Safety was awarded funding from the U.S. Department of Justice to be used by states to improve officer and public safety in local Law Enforcement jurisdictions; and

WHEREAS, short term contracts are awarded for the purchase of basic law enforcement equipment that will enable Missouri law enforcement to meet its goal of public safety; and

WHEREAS, there is no local match by Municipalities such as the City of Willard to receive said funds.

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

Section 1- That the mayor is hereby authorized to enter into any contract with the Missouri Department of Public Safety to apply for or receive any grants authorized by the Department of Public Safety under the LLEBG program.

Section 2- That this authorization continues until June 30, 2016 when the program /contract period ends.

THE TERMS OF THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER ITS PASSAGE BY THE BOARD OF ALDERMAN AND ITS APPROVAL BY THE MAYOR, CITY OF WILLARD, GREENE COUNTY, MISSOURI.

READ TWO TIMES AND PASSED AT THE MEETING OF THE BOARD OF ALDERMAN, CITY OF WILLARD, GREENE COUNTY, MISSOURI ON THIS ____ DAY OF ____, 2015.

Approved as to form: _____
City Attorney

Mayor, Corey Hendrickson

Attest: _____
City Clerk

MEMBERS OF THE BOARD OF ALDERMAN: YES NO ABSTAINED

FIRST (1ST) READING

MICHAEL BARR

DON LEE

JAMIE BUCKLEY

LARRY WHITMAN

MEMBERS OF THE BOARD OF ALDERMAN:

YES

NO

ABSTAINED

SECOND (2ND) READING

MICHAEL BARR

DON LEE

JAMIE BUCKLEY

LARRY WHITMAN



AGENDA ITEM #9

Ordinance accepting the contract between Monkey Business Events and the City of Willard for Entertainment Services. (1st Read). Discussion/Vote.

Sponsored by the Director of Community Services and the City Administrator

First Reading: _____

Second Reading: _____

Council Bill No.: _____

Ordinance No.: _____

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 proposal.**

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 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 Mac Entertainment LLC d/b/a Monkey Business Events 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.

Approved as to form: _____
City Attorney

Mayor, Corey Hendrickson

Attest: _____
City Clerk

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

YES NO ABSTAINED

MICHAEL BARR

DON LEE

JAMIE BUCKLEY

LARRY WHITMAN

MEMBERS OF THE BOARD OF ALDERMEN:
SECOND (2nd) READING

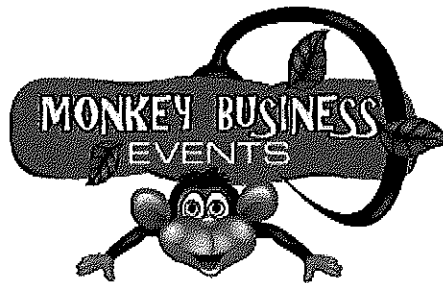
YES NO ABSTAINED

MICHAEL BARR

DON LEE

JAMIE BUCKLEY

LARRY WHITMAN



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
 Phone: 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 or staffed 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. **Liability:** Provider shall carry liability insurance to cover all products and services that Provider staffs. Any product or service not provided or staffed by Provider, will not be covered.
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 _____ day of _____ 2015
CUSTOMER:

Print: _____

Sign: _____

Accepted by Provider:

MAC Entertainment LLC

By: KENSON GOFF

Position: MANAGER

Section A

Monkey Business Events will provide:

ITEMIZED EQUIPMENT/SERVICE:

FEE:

18' SINGLE LANE SLIDE – ADVENTURE GALLEY – DRY

RACING FUN COMBO

*NO ATTENDANTS PROVIDED

*NO GENERATORS PROVIDED

*SET UP ON GRASS

TOTAL FEE \$400.00

*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 PARK
WILLARD, MO 65738

Event Date: 10-24-2015

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

Terms: \$400.00 See Section C

Initial: _____

Section C

Cost

\$400.00

A payment in the amount of \$200.00 shall be due upon the signing of this contract, with a final payment of \$200.00 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.*

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: _____



AGENDA ITEM #10

Ordinance accepting the annual contract between Springfield and the City of Willard for Animal Control Services. (2nd Read) Discussion/Vote.

This item is sponsored by the Director of Public Works and the City Administrator.

First Reading: 08-10-15

Second Reading: 09-14-15

Council Bill No.:

Ordinance No.:

AN ORDINANCE

AUTHORIZING the Mayor, on behalf of the City of Willard, to execute an addendum to an existing agreement between the City of Willard and the City of Springfield dealing with animal control services.

WHEREAS, Chapter 70, Section 70.220, RSMo, authorizes government and political subdivisions to cooperate with one another in various matters; and

WHEREAS, the City of Willard and the City of Springfield collectively have a mutual interest in promoting the humane care, management and control of animals taken into custody within the City of Willard; and

WHEREAS, the existing agreement with the City of Springfield shall expire on June 30, 2015; and

WHEREAS, the City of Willard, desires to extend the term of the agreement as shown on Exhibit 1 with the City of Springfield in which Springfield shall provide certain services to the City of Willard.

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

Section 1. The Board of Aldermen authorizes the Mayor, on behalf of the City of Willard, to execute an addendum to an agreement between the City of Willard and the City of Springfield to amend the term of the agreement in order to continue to provide certain services related to the humane care, management and control of animals taken into custody within the City of Willard as described in Exhibit "A" of said agreement to be substantially in form and content as that document attached hereto and incorporated herein by reference as Exhibit 2.

Section 2. This ordinance shall be in full force and effect from and after passage.

READ TWO (2) TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE 14th DAY OF September, 2015.

Approved as to form: _____
City Attorney

Mayor, Corey Hendrickson

Attest: _____
City Clerk

MEMBERS OF THE BOARD OF ALDERMEN: YES NO ABSTAINED

FIRST (1st) READING

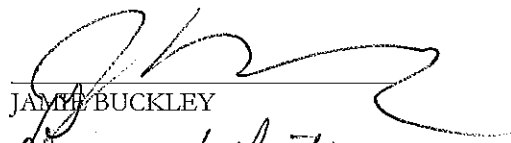
MEREDITH REAVES

DAVID LARIMORE

MICHAEL BARR

DON LEE

_____	_____	_____
X	_____	_____
X	_____	_____
X	_____	_____


JAMIE BUCKLEY

LARRY WHITMAN

	_____	_____
	_____	_____

MEMBERS OF THE BOARD OF ALDERMEN:

YES	NO	ABSTAINED
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SECOND (2nd) READING

MEREDITH REAVES

_____	_____	_____
-------	-------	-------

DAVID LARIMORE

_____	_____	_____
-------	-------	-------

MICHAEL BARR

_____	_____	_____
-------	-------	-------

DON LEE

_____	_____	_____
-------	-------	-------

JAMIE BUCKLEY

_____	_____	_____
-------	-------	-------

LARRY WHITMAN

_____	_____	_____
-------	-------	-------

Exhibit 9

ROUTING ORDER	(1) HEALTH DEPARTMENT	(2) CITY OF WILLARD	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE JUNE 30, 2016		ADDENDUM # 04 TO CONTRACT # 2011-0673
CITY		CITY OF WILLARD	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. BOX 8368 SPRINGFIELD, MO 65802 PHONE: 417-864-1645 FAX: 417-864-1551 ATTN: DAN WICHMER DEPT.: LAW DEPARTMENT		CITY OF WILLARD 224 WEST JACKSON, PO BOX 187 WILLARD, MO 65781 PHONE: 417-742-3033 ATTN: KEN REYNOLDS DEPT: CITY ATTORNEY	

ADDENDUM

Entered into this ____ day of _____, 20__, for good and valuable consideration, the undersigned hereby agree that this Addendum shall become part of that certain Contract executed on the 13th day of June, 2011, by the parties identified above.

The parties agree as follows:

1. That paragraph 6 on page 2 of the Contract is hereby deleted and replaced with a new paragraph 6 which reads as follows:

6. **Term.** The term of this agreement shall be for a period ending June 30, 2016, unless sooner terminated, and may be extended upon the mutual agreement of both parties in writing signed before the expiration hereof. If extended as provided in this paragraph, this agreement shall be automatically renewed thereafter on a month to month basis under the same conditions and terms, unless either party provides written notice of termination to the other party at least thirty (30) days before the end of the then current term, and unless the agreement is otherwise terminated as set forth herein, provided that such automatic renewals shall not continue past midnight on June 30, 2019.

2. That all other provisions of the aforementioned Contract shall remain in full force and effect.

3. That this Addendum together with the Contract contain the entire agreement of the parties. No modification, amendment or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto, and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

Recommended and Approved by

City of Willard

Kevin Gipson, Director of Health

By: _____, Mayor of Willard

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

Attest: _____
City Clerk, City of Willard

Mary Mannix-Decker, Director of Finance

CITY OF SPRINGFIELD, MISSOURI

APPROVED AS TO FORM

By: _____
Collin Quigley, Assistant City Manager

Kelby Stuckey, Assistant City Attorney

Exhibit 2.

ROUTING ORIGIN	(1) ORIGINATING DEPARTMENT	(2) CITY OF WILLARD	(3) FINANCE DEPARTMENT
EFFECTIVE DATE	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
	TERMINATION DATE	CONTRACT NUMBER	2011-0673
() NEW CONTRACT		(X) RENEWAL OF CONTRACT No. 2010-1002	
CITY OF SPRINGFIELD, MISSOURI		CITY OF WILLARD, MISSOURI	
CITY OF SPRINGFIELD 840 HOONVILLE, PO BOX 8388 SPRINGFIELD, MO 65802 PHONE: (417) 864-4643 FAX: (417) 864-1957 ATTN: DAN WICKHAM DEPT: LAW DEPARTMENT		CITY OF WILLARD 224 WEST JACKSON, PO BOX 387 WILLARD, MO 65743 PHONE: 417-742-8098 ATTN: KEN REYNOLDS DEPT: CITY ATTORNEY	

AGREEMENT

THIS AGREEMENT, made and entered into this 13 day of JUNE, 2011, by and between the City of Springfield, a municipal corporation of the State of Missouri, hereinafter referred to as "Springfield" and City of Willard, a political subdivision of the State of Missouri, hereinafter referred to as the "Willard."

Whereas, Springfield and Willard desire to enter into an agreement to cooperate in public health and safety issues related to animal control in the City of Willard described in more detail in the attached Exhibit A, in association with the Springfield-Greene County Health Department; and

Whereas, such cooperation is authorized by Section 70.220 of the Revised Statutes of Missouri; and

Whereas, the benefits of such cooperation will aid in controlling animals and will provide for the welfare of animals which will inure to the benefit of the citizens of both the City and Willard.

NOW, Therefore, for the consideration herein expressed and other good and valuable consideration, it is agreed by and between the City and Willard as follows:

1. Animal control services. Springfield, through its Springfield-Greene County Health Department agrees to provide for the holding and disposal of animals in accordance with the terms and conditions set forth in the attached Exhibit A, the contents of which are hereby incorporated by reference as if fully set out herein

2. Pickup and delivery. Willard shall be responsible for the pickup of animals within the city limits of Willard that are subject to delivery to the City under the terms of this agreement. Willard shall acquire and maintain the necessary equipment for the humane care and control of animals taken into custody.

3. Willard responsibility for the safety and well-being of animals until delivery to the City. Willard will provide humane care and handling of animals taken into custody until delivery into the custody of the City. The City reserves the right to refuse acceptance of any animal that is in need of immediate veterinary care.

4. Liability. Springfield and Willard both acknowledge and agree that Springfield's performance or nonperformance of the tasks set out in this Agreement shall not result in any liability to Springfield, its officers, agents and employees, and that no waiver of Springfield's official immunity, governmental tort immunity, public duty immunity, or other legal immunities or protections is intended, expressed or implied by anything in this Agreement, or with respect to the performance or nonperformance, breach or



default by any party of any of the terms and conditions contained herein. This Agreement is not intended to create any debts, privileges or interests in favor of any third person or party.

5. **Termination.** This Agreement may be terminated without cause by either party upon the provision of thirty days written notice to the other. This Agreement may be terminated for cause by either party upon the provision of 30 days written notice to the other party.

6. **Term.** The term of this agreement shall be for a period ending June 30, 2012, unless sooner terminated, and may be extended upon the mutual agreement of both parties in writing signed before the expiration hereof. If extended as provided in this paragraph, this agreement shall be automatically renewed thereafter on a month to month basis under the same conditions and terms, unless either party provides written notice of termination to the other party at least thirty (30) days before the end of the then current term, and unless the agreement is otherwise terminated as set forth herein, provided that such automatic renewals shall not continue past midnight on June 30, 2019.

7. **Conflicts.** No salaried officer or employee of Springfield, and no member of the Springfield City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Applicable federal regulations and provisions in Section 105.450 et seq. RSMo. shall not be violated.

8. **Notices.** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Springfield attention City Attorney, 840 Renoville, Springfield, Missouri 65802 and to Director of Springfield-Greene County Health Department at 227 E. Chestnut Expressway, Springfield, Missouri 65802 and Willard City Attorney, at 224 West Jackson, PO Box 187, Willard, MO 65781.

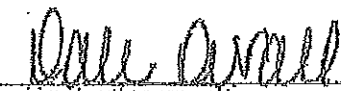
9. **Venue.** This agreement and every question arising hereunder shall be construed or determined according to the law of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

10. **Entire Agreement.** This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

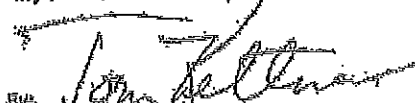
11. **Execution and Effective Date.** This Agreement shall not be effective until it has been approved and ratified by ordinances passed by each of the parties' respective governing bodies, and duly executed on their behalf by their respective chief executive officers.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

Attest


City Clerk, City of Willard

City of Willard


By: _____, Mayor of Willard

CERTIFICATE OF DIRECTOR OF FINANCE

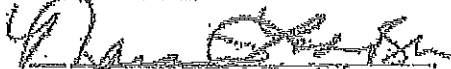
I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.


Mary Martin Decker, Director of Finance

City of Springfield


By: _____, Collin Coughlin, Assistant City Manager

APPROVED AS TO FORM:


Marianne Lander's Branks, Assistant City Attorney

Attest: 
City Clerk, City of Springfield



EXHIBIT A

WILLARD'S ROLE

Under the terms of the contract, the City of Willard will deliver dogs and cats to the Springfield Animal Shelter any day of the week, but during daily time periods specified by the City of Springfield. A record of the time, date, and location of Willard's acquisition of the animal will be provided by the City of Willard. Upon transfer of the animal, Willard will relinquish all rights to custody and/or control of the animal.

SPRINGFIELD'S ROLE

After the animal (dog or cat) is received at the Springfield Animal Shelter, it will be treated, handled, and managed in the same fashion as the other animals. All animals will ultimately be returned to the owner, sent to an adoption agency, rescued by a licensed rescue group, or euthanized.

Springfield will provide for the City of Willard timely written reports containing the names and addresses of all animal owners that retrieve animals that were picked up by Willard officials and transferred to the Springfield Animal Shelter.

The City of Springfield will comply with all state rules and regulations pertaining to the operation of municipally owned animal shelters. Each animal will be held for the required five days to allow rightful owners opportunity to reclaim their animal. Animals under bite quarantine will be held for ten days. Upon claiming of an animal by the rightful owner, customary shelter fees will be required from the owner. The dog or cat will not be returned to the owner unless the fee is paid.

FINANCIAL TERMS

The City of Willard will pay the City of Springfield \$40 for each dog transferred and \$25 for each cat transferred. Any animal brought to the City of Springfield's shelter for quarantine, court order, or other extraordinary circumstances will be charged the daily fees as established by the current Fee Schedule adopted by Springfield City Council. These fees shall not apply if the animal is being held at the discretion of the City of Springfield to facilitate a rescue, adoption, or owner claim. Willard shall reimburse the City for any veterinary expenses incurred while an animal is being held pursuant to this contract. Willard will be billed monthly by the City of Springfield.



AGENDA ITEM #11

Resolution accepting the Mutual Use Agreement between the Willard Fire Protection District and the City of Willard.

Sponsored by the Emergency Management Director and the City Administrator.

Willard Fire Protection District

P.O. Box 455 • Willard, MO 65781 • Administration 417.862.1738 • Fax 862.1756

August 11, 2015

City of Willard Missouri
W. Everett Mitchell, City Administrator
Justin Reaves, Public Works Director
P.O. Box 187
Willard, Missouri 65781

RE: Mutual Use Agreement for (2) Generators on Trailers

The Willard Fire Protection District Board feels it has a moral obligation to the citizens of its District to share its resources with other governmental agencies within our District when the need arises. Therefore, you will find attached a Mutual Use Agreement. This Agreement is between the City of Willard, Missouri and the Willard Fire Protection District and is for the shared usage of (2) two generators on trailers, owned by the Willard Fire Protection District. The generators are to be used for the betterment of both parties, the residents of the Willard Fire Protection District and the citizens of the City of Willard.

This Agreement is presented to the City of Willard with pride in our District's ability to provide and share needed equipment and is in a spirit of cooperation which the Willard Fire Protection District Board feels will serve the citizens of the City of Willard and the residents of the Willard Fire Protection District in a community wide disaster or other equally important time of need.

Sincerely,



Norman Meester, President
Willard Fire Protection District

WILLARD
FIRE AND RESCUE

Mutual Use Agreement for (2) Generators on Trailers

This Agreement dated _____ between the Willard Fire Protection District, hereafter referred to as Fire District, and the City of Willard, hereafter referred to as City, is for the shared usage of (2) two generators on trailers for the year 2015 until December 31, 2017. The items are described as follows: (1)60KW Generator on Trailer ID#DDM003058078 and (1)100KW Generator on Trailer ID#DMO0298756F.

The City agrees to paint, store, and maintain the generators for the duration of this agreement, in exchange for the right to use the generators as needed, except in the event in which there are multiple needs for the usage of the generators, both within the City and the Fire District. In those situations, both parties will agree on the best and most efficient usage of the generators.

The City will also agree to allow the Fire District access to the generators at any time for inspection or usage, and assist with any transportation needs.

The generators are presently located in the Willard Public Works Department facility.

While the generators are in the possession of the Willard Public Works Department, the Fire District Board requires the City to maintain property insurance in the amount of \$15,000.00 for the 60KW generator and \$20,000.00 for the 100KW generator and provide the Fire Board with a Certificate of Insurance. The Willard Public Works Department is required to house the generators in a secure location and to test and maintain the generators monthly and keep a log of said maintenance. The Willard Public Works Department will provide a copy of said log, quarterly to the Fire District Board.

The City of Willard Missouri will provide such documents or instruments required by the Willard Fire Protection District Board as may be reasonably necessary or desirable to give effect to this Mutual Use Agreement and to carry out its provisions.

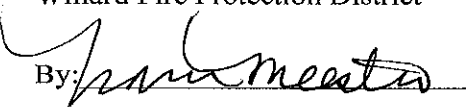
This Mutual Use Agreement will supersede any previous agreement between the Willard Fire Protection Board and the City of Willard, Missouri.

This agreement can be terminated with 30 days written notice at which time the generators will be returned to the Fire District's Administration Building.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

Willard Fire Protection District

City of Willard Missouri

By: 

By: _____

Name: Norman Meester

Name: _____

Title: Pres. Board of Directors

Title: _____

Date: 8/12/2015

Date: _____



AGENDA ITEM #12

Discussion/Vote on the approval of the EMPG grant salary increase for the Director of Emergency Management.

This item is sponsored by the Director of Emergency Management and the City Administrator.



AGENDA ITEM #13

Discussion/Vote on the approval of the EMPG grant salary increase for the Director of Emergency Management.

This item is sponsored by the Director of Emergency Management and the City Administrator.



AGENDA ITEM #14-#19

New Business.

Unfinished Business.

Close open session.

Open executive session.

Close executive session.

Open and close open session.