

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

August 10, 2015

7:00 p.m.

Willard City Hall

224 W. Jackson Street

Mayor

Corey Hendrickson

Board Members

Michael Barr-Mayor Pro-Tem

Jamie Buckley

David Larimore

Don Lee

Meredith Reaves

Larry Whitman

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

Posted August 5, 2015

Notice is hereby given that the City of Willard, Missouri, Board of Aldermen will conduct a meeting at 7:00 p.m. August 10, 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. Approval of the minutes from the meeting on July 13, 2015.**
- 3. Citizen Input (5 minute limit per person).**
- 4. Financial Reports.**
 - a. June 2015 Budget Summaries.
 - b. June 2015 Financial Statements.
 - c. July 2015 and August 2015 Outstanding Invoices, Paid Invoices, Online Payments and Transfers.
 - d. June 2015 Check Register.
 - e. July 2015 Water Loss Report.
 - f. July 2015 Utility Adjustments Report.
- 5. Department Head Reports.**
- 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 (1st Read). Discussion/Vote.**
- 7. Discussion/Vote on the bids received for the Carpet replacement and Painting of the Willard Fitness Center.**
- 8. Ordinance accepting the 2015 Emergency Management Performance Grant. (1st and 2nd Read). Discussion/Vote.**
- 9. Acceptance of the Springfield-Greene County 2015 All-Hazards Mitigation Plan.**
- 10. Acceptance of the Small Cities Engineering Resolution.**

11. 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.
12. Ordinance accepting the contract between Commerce Bank and the City of Willard for Direct Deposit Services. (1st and 2nd Read). Discussion/Vote.
13. Ordinance accepting the amendments to Ordinance # 930908 Park Property exempt from paying city water fees. (2nd Read). Discussion/Vote.
14. Ordinance accepting the annual contract between Springfield Animal Control and the City of Willard. (1st Read). Discussion/Vote.
15. Approval of the streetlight change requests at:
 - a. SE. corner of Miller and Jackson St. and
 - b. Jackson St. West of Miller Rd.
16. New Business.
17. Unfinished Business.
18. 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.

Dale Duvall
City Clerk

**CITY OF WILLARD
BOARD OF ALDERMEN
OPEN MEETING
July 13, 2015**

Staff present: City Administrator, J. Everett Mitchell; City Clerk, Dale Duvall; Community Services Director, J.C. Loveland; Director of Development, Randy Brown; Finance Clerk, Dona Slater; Utility Supervisor, Cheryl Bouton; SRO, Glen Cozzans; Office Assistant, Lin Stonehouse; and Chief of Police, Tom McClain.

City Attorney Ken Reynolds was present.

Citizens in attendance: Kate Hendrickson, Jim Vaughn, Jennifer Rowe, Alex Rowe, Scott Rowe, Lisa Godfrey, Skip Liebman, Neal Wood, Alice Mitchell, Scott Brymer, Rebekkah Brymer, Adam Brymer, Danie Heimbach, Gaylan Manary, Lesley Baker, Sam Baker, Ransom Sullivan, Carlos Canjusa and Mindy Latham.

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.

The City Clerk informed the Mayor that there would need to be three (3) amendments to the agenda. The Presidential Fitness Awards would be added as the new # 2. A Wal-Mart grant would be the new #12 and a grant by JISTTA would be #13. **Motion** made by Alderman Larimore and seconded by Alderman Lee to accept the agenda with the proposed changes. 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 June 8, 2015.

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

Approve the Minutes of the Special Meeting on June 15, 2015.

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

Presidential Fitness Awards presented by Police Chief Tom McClain.

Awards were presented by Chief McClain to the following P.A.L. participants: Adam Brymer, Lanie Cenjura, Kimberly Lamb, Alex Rowe and Ransom Sullivan.

Citizen Input.

Lisa Godfrey asked that the Board consider repealing Section 605.020 dealing with a bond for tree trimmers. The City Clerk informed the Board that it is being reviewed for changes currently.

Donna Renfrow stated to the Board that she was present to listen to information being presented by the Director of Development regarding a drainage matter at 202 Cherry Lane.

Financial Reports.

The City Administrator presented the financials to the Board in absence of the Chief Financial Officer.

a. **May 2015 Budget Summaries.** Informational Only.

b. **May 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. **June 2015 and July 2015 Outstanding Invoices, Paid Invoices, Online Payments and Transfers.** Motion was made by Alderman Larimore with a second by Alderman Whitman 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 Larimore 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.

The Director of Development discussed an oversight issue at 202 Cherry that occurred when the sidewalk project on Farmer Rd. was done. There is drainage work that needs to be done and Great River Engineering has agreed to pay half of the cost. There were three (3) bids submitted to the Director of Development. The low bid came in at \$1750.00 from DeClue Construction. This was informational only, no vote needed.

The Director of Community Services informed the Board that the air conditioner in the small gym at the Recreation Center is broken. Motion by Alderman Buckley with a second by Alderman Lee to allow the Director of Community Services to review the bids for the repair with the Mayor and allow the Mayor to approve an emergency purchase. The motion carried with a vote of 4-0. Voting aye: Aldermen Larimore, Whitman, Lee and Buckley.

#050713 Ordinance accepting the request for a replat of a portion of 304 E. Jackson St. by Morris Loan and Investment. (1st and 2nd Read). Discussion/Vote.

The Director of Development explained to the Board that this request is to enable the current owner to sell the property to a buyer who wishes to develop commercial property.

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 4-0. Voting aye: Aldermen Larimore, Buckley, Lee and Whitman.

Second read was conducted by the City Clerk.

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

Public Hearing to consider and recommend to the Board of Aldermen, revisions to Chapter 400 Section 400.170 Board of Adjustment of the City of Willard Municipal Code Book.

The City Attorney opened the public hearing for citizen comments. There were no comments and the public hearing was closed.

150713A Ordinance accepting the revisions to Ordinance # 091109A Board of Adjustment. (1st and 2nd Read). Discussion/Vote.

The City Clerk explained to the Board that this amendment was to make necessary changes to stay compliant with the State laws.

First read was conducted by the City Clerk.

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

#050713B Ordinance accepting the contract between Infinisource and the City of Willard for time and attendance equipment and software. (1st and 2nd Read). Discussion/Vote.

First read was conducted by the City Clerk.

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

#050713C Ordinance accepting the grant for the MoDOT DWI Enforcement Campaign. (1st and 2nd Read). Discussion/Vote.

First read was conducted by the City Clerk.

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

#050713D Ordinance accepting an addendum to the completion date on the current DNR Wastewater Small Community Engineering Assistance Program Contract. (1st and 2nd Read). Discussion/Vote.

The City Administrator explained that this addendum was necessary due to an error by DNR on the grant check originally received by the City causing a lag in the start of the project. This addendum will allow the project to continue until completion and for DNR to continue to make the payments.

First read was conducted by the City Clerk.

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

Ordinance accepting the amendments to Ordinance # 930908 Park Property exempt from paying city water fees. (1st Read). Discussion/Vote.

The City Administrator stated that this is to rid of an extra step that is taken currently. Currently the City bills all City departments except Parks for water usage.

First read was conducted by the City Clerk.

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

Discussion on the approval of application and acceptance of a Walmart grant proposal by the Chief of Police.

The Chief of Police explained that this grant is for \$2000.00 for the purchase of two (2) computers for the Police Department. There would also be the purchase of a "cloud" system to allow for better accessibility

within the department. **Motion** was made by Alderman Lee with a second by Alderman Larimore to approve the request. The motion carried with a vote of 4-0. Voting aye: Aldermen Larimore, Buckley, Lee and Whitman.

Discussion/Vote on proceeding with an application and acceptance for the JISTA Grant for scanning software proposal by the Chief of Police.

The Board questioned the payments and the length of this grant. These details were not available for the Board at present. **Motion** was made by Alderman Lee with a second by Alderman Whitman to accept the processing of the application for the grant with the contingency that the City Attorney and the City Administrator would review the details. The grant cannot exceed a three (3) year period and the monies have to be available to fund the payments.

Discussion/Vote on the purchase of computers, cash drawers, credit card swipe machines and a laptop.

The City Administrator presented these requests to the Board in absence of the Chief Financial Officer. The Board stated that the purchase of the two (2) cash drawers and the credit card swipe machine were under \$1000.00 and did not require Board approval.

Alderman Lee questioned the necessity for three (3) new computers at the Public Works office. The Public Works Director was not present and so the item was postponed until the next meeting.

Motion was made by Alderman Lee with a second by Alderman Larimore to approve the purchase of three (3) new computers for City Hall, one (1) desktop for the Police Station and one (1) laptop for the Police Department.

Discussion/Vote on upgrading the internet bandwidth at City Hall.

The City Administrator presented this item to the Board in absence of the Chief Financial Officer. The City Administrator informed the Board that the Chief Financial Officer had recommended Mediacom for the new carrier. The City Administrator stated that the current carrier for the City is Windstream and that he had been told that there was money budgeted for the changes. The Bandwidth is very small and needs to be upgraded.

Motion made by Alderman Lee with a second by Alderman Buckley to approve the change and bring the contract and ordinance to the Board on August 10, 2015. The motion carried with a vote of 4-0. Voting aye: Aldermen Larimore, Buckley, Lee and Whitman.

New Business.

The Director of Community Services spoke with the Board about an Eagle Scout project to construct a fence for the Miller St. Park.

The City Clerk spoke with the Board about the new tablets that are for the Board of Aldermen and what access was wanted by the Board. The Board agreed to limited access. There will be access to the internet and email but there will not be the ability to download applications.

Old Business.

None.

Adjourn meeting.

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

Meeting adjourned at 9:15 p.m.

Dale Duvall, City Clerk

Corey Hendrickson, Mayor of Willard



AGENDA ITEM #4

The Financials are included in a separate attachment due to the size of the packets.



AGENDA ITEM # 5

DEPARTMENT HEAD REPORTS

- A. EMERGENCY MANAGEMENT
- B. PARKS
- C. PLANNING AND DEVELOPMENT
- D. POLICE
- E. PUBLIC WORKS

EMERGENCY MANAGEMENT DEPARTMENT REPORT

AUGUST 10, 2015

- Adoption of the 2015 Mitigation Plan
- Emergency Management Performance Grant approval to accept for 2015

Stacy Winters

Emergency Management Director

PARKS DEPARTMENT
REPORT
August 10, 2015

Summer Camp Registration – As of July 26

Resident	135
Non-Resident	74
Total Revenue	\$59,232.62

Number of kids per age

5yrs	6yrs	7yrs	8yrs	9yrs	10yrs	11yrs	12yrs
24	35	41	35	21	20	19	14

Pool Sales – As of July 26

Total Revenue	\$61,273.54
Pool Entries	11,059
Closed early/Rain out	20
Open Days	57
Avg. \$ spent per person	4.24
Closed Early	35% of time

Project Report

- **Fitness Room**
 - Currently Seeking phone bids on project
 - Paint
 - Carpet
- **Baseball Complex**
 - Complex has been shut down for season
- **Miller Farm Park Property**
 - Board of Alderman approved the construction of the sign
 - Parks staff will be working on clearing fence line for sign
 - Parks staff will be acquiring bids and pricing on cost of putting in a drive
- **Highline Soccer Park**
 - Starting to get ready for Fall soccer season

Upcoming Programs / Events

- **Last day of Baseball** – July 27, 2015
- **Midnight Swims** – August 1, 2015
- **Back to School Dance** – August 21, 2015
- **Triathlon/Jr. Triathlon** – August 22, 2015
- **Pools Last Day** – September 7, 2015
- **Doggie Dive** – September 12, 2015
- **Boo Bash Halloween Dance** – October 9, 2015
- **Trunk or Treat** – October 24, 2015
- **Dungeon of Doom** – October 23/24, 2015

Other Information

- **Website** – *Visitors From 6/27/15 to 7/27/15*
 - www.willardparks.com – 3,362 unique visitors, 12,948 visitors
 - www.willardfreedomfest.com – 3,214 unique visitors, 10,383 visitors
 - www.willardaquatics.com – 2,397 unique visitors, 6,289 visitors
- **Facebook** – *1413 likes as of 7/27/15*
 - <https://www.facebook.com/WillardParksAndRec>

JC Loveland
Director of Community Services

PLANNING AND DEVELOPMENT REPORT

August 10, 2015

Ongoing Project Update –

Fox River Subdivision – The Community Building and Apartment Buildings #1, #2, #3, #4 have been inspected for occupancy and certificates of occupancy have been released. Work continues on the duplexes and the completion of Public Improvements.

TEAP Grant – The City has received cost reimbursement from MODOT in the amount of \$4,720.00 for the engineering services included in the traffic study.

Hughes Rd. / HWY 160 – A meeting is scheduled for August 4th 2015 with staff, MO DOT and the engineer to discuss the design of the intersection and possible funding options for construction.

Jackson /Main St. Sidewalk – The engineer has reported that the survey work has been completed and the design work has started.

Casey's General Store Addition – Plans have been reviewed and comments have been sent back to the design architect for revisions, amendments. Staff is ready to issue a building permit as soon as we hear back from the architect.

Farmer Rd. Sidewalk – Staff is working with the engineer to close out the project.. The final documentation has been received and is currently being reviewed . The Mayor's signature will be required for final acceptance. The drainage project at Art Renfrow's residence has been substantially completed by Declue Construction.

Staff has issued four (4) R-1 building permits in the month of July for the following locations - 694 Becky St., 521 Logan St., 525 Logan St., 529 Logan St.

Solar Panel Installation – The Public Service Commission has recently ruled in favor of alternative energy rebates. Empire District Electric will provide energy credits with the approval of a net metering agreement and approved equipment installation. We have received four (4) applications for solar equipment and electric service modifications. Staff is coordinating the permit issuance with Empire Electric.

Hamilton Minor Subdivision - See agenda item and background report.

Staff has investigated several nuisance complaints (tall grass) this month.

I attended an OTO Long Range Transportation Planning Subcommittee meeting on 7-22-15.
I attended the monthly Ozark Greenway Trail meeting on 7-30-15.

If you have any questions concerning my report feel free to contact me for further information.

Randy Brown
Director of Development

POLICE DEPARTMENT REPORT

August 10, 2015

DEPARTMENT INFORMATION:

	Officer Statistics	Case #'s		Reserves	Case #'s	Hours
1601	Tom McClain, Chief	7	1640	, Reserve		
1602	Shannon Shipley, Lt./Det	18	1641	Brian Gordon, Reserve	1	9
1603	Robert Bell, Cpl (FTO)	39	1642	JD Landon, Reserve	0	9
1604	Steve Purdy, Cpl./Investigator	68	1643	Davis Hughes, Reserve	0	0
1605	Chris Higgins, Officer	97	1644			
1606	Aaron Roberts, Officer	65	1645	Brian Hinkle, Reserve	2	9
1607	Kyle Gramley, Officer	62	1646	Andy Hunt, Reserve	0	0
1608	Jeremiah Tayman, Officer	56		TOTAL HRS		27
1609	Danny Wroolie, Officer	110				
1610	Jason Winston, Officer	57				
1630	Glenn Cozzens, SRO	0				
1631	Clint Heimbach, SRO	0				
	TOTAL INCIDENTS	552				

INCIDENT STATISTICS

Felony	3
Misdemeanor	16
Infraction	304
Other (Services)	222
HBO (Handled By Officers)	474

VEHICLE	ODOMETER READING	MONTHLY MILEAGE	SHIFTS USED	MILES PER SHIFT	MAINTENANCE COST	
					MONTH	YTD
WPD-01 2009 Dodge Charger	127466	903	20	45	\$0.00	\$499.01
WPD-02 2013 Dodge Charger	34226	2081	36	58	\$134.90	\$823.51
WPD-03 2013 Dodge charger	41466	1857	25	74	\$42.67	\$691.42
WPD-04 2013 Dodge Charger	49547	1782	24	74	\$42.67	\$1763.47
WPD-05 2008 Dodge Charger-	162003	229	11	21	\$45.88	\$80.83
WPD-06 2013 Dodge Charger	38306	2332	35	66	\$34.95	\$828.35
WPD-08M 2008 Harley-Davidson Motorcycle	4,855	0	0	0	\$0.00	\$0.00

Chief Tom McClain
Police Chief

PUBLIC WORKS DEPARTMENT REPORT

August 10, 2015

Water & Sewer

- Water leak on Alan St. has been repaired
- Water leak on Farmer Rd. has been repaired
- Water leak on Pebble Creek has been repaired
- Water leak on Barwick has been repaired
- Water leak on Main St. has been repaired
- Water leak on Farm rd. 106 has been repaired (Fire hydrant was leaking)
- Water leak on Honeysuckle has been repaired
- Exposed water main for water tap on Farm Rd. 140
- Meadows West lift station went down on 7/27/15 at approximately 12:30 p.m. Blackburn Brothers septic service was called out to pump the lift station. Blackburn Brothers were there for a total of 60 straight hours. Nixa public works has loaned us their portable six (6) inch pump. We were able to do a pump around on the lift station. This is a temporary fix to a very large problem.
- On 7/5/15 Regional lift station and D lift station had to be alternated due to issues with them from the heavy rainfall that occurred. Both of these lift stations were manned around the clock for a total of eight (8) days straight.
- On 7/7/15 Regional lift station pump number 1 went down and had to be pulled. The spare pump that had been taken to Evans Electric prior to this had to be returned and installed. The spare pump had to be pulled again on 7/17/15 and taken back to Evans Electrical for repairs. Regional is down to one (1) working pump at this time.
- D Lift station had a pump failure on 7/31/15 due to a faulty circuit. Randy Meyers with AC electric had to be called in after hours for repair and stated that pump 1 will need to be replaced.
- Water meters have been read twice in July due to the new billing software being installed.

Streets & Right of Ways

- There are still several street repairs needed from fixing water leaks. Due to sewer issues these have been low priority for now.
- New stop sign installed at Sedona and Fall Creek Rd.
- Street signs and stop sign installed at Fox River Ave.
- Yield and street signs at Fox River Ave. and East Hamilton St.
- No Parking signs installed on east side of South St.

Water Meter Update

- Still replacing non-working meters and ERT's as we find them. Still changing out manual read meters for radio read meters in both zone 1 and 2. Received the additional 800 meters to finish up zones 1 and 2 and start replacing in the Meadows



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

(1st Read). Discussion/Vote.

This ordinance is 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

MICHAEL BARR

DON LEE

JAMIE BUCKLEY

LARRY WHITMAN

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

YES

NO

ABSTAINED

MEREDITH REAVES

DAVID LARIMORE

MICHAEL BARR

DON LEE

JAMIE BUCKLEY

LARRY WHITMAN

Background Report

Date: July 31, 2015

Subdivision Case # 2015728

A Minor Subdivision request to create two (2) tracts of land located southeast of Hughes Rd paralleling U.S. Highway 160 and located above the Fox River housing development.

Current Zoning – M-1

Adjacent Land Uses – North – Business, Commercial

South – Multi-family

East – Borders Highway 160

West – Multi-family

Proposed Land Use – Unknown at present time.

Applicant – Fox River Estates L.L.C.

History – The property was originally owned by Crighton Goodwyn and was purchased to further develop into multi-family housing. The southern portion was rezoned to accommodate the new owner's development in 2013 - 2014.

Comprehensive Plan – The Comprehensive Plan states this tract would be suitable for R-1. Please see the attached sheets for further explanation.

Wastewater- Sanitary sewer is available for tract # 1. Sanitary sewer would need to be extended into tract #2. Reference Willard Municipal Code Section 400.120 – Approval of Minor Subdivision. No minor subdivision shall be approved if- #7. The extension of public water or sewer is needed or proposed.

Water- Potable Water has been extended into both tracts (1&2).

Transportation – Reference Willard Municipal Code Section 400.1120 - #9. The subdivision will result in significant increases in utilities and service levels or will interfere with maintaining existing utilities and service (traffic control & street maintenance).

Storm water – Reference Willard Comprehensive Plan 4.16 #6

Engineering reports should be submitted as a condition of approval of development plans since this is not going thru a platting process as required in Section 400.1210 of the Willard Municipal Code.

Staff Comments – The applicant feels like this is the right time to split this tract as they continue to finish the housing development, and have no present development plans at the present time. Staff is mostly concerned about the impact to Hughes Rd/ 160 when future development does occur and is currently working with Great River Engineering to develop intersection Improvement plans. Funding the improvements may require a developer's agreement to be reached as part of the approval process. No comments were received from Public Works.

Planning and Zoning Commissioners unanimously approved recommendation for approval at the July 28th, 2015 meeting.



City of Willard

Subdivision Case No.

2015728

Application Date

7-14-15

Application Fee

\$50.00

Issuance Fee

Recording Fee

*pd - 7-15-15 CLK# 2086 \$5000
stribbling Surveying*

**APPLICATION
MINOR SUBDIVISION**

We, the undersigned, request the City of Willard, Missouri Planning and Zoning Commission and Board of Aldermen to approve the minor subdivision as described in the attachment to this application, and attest to the truth and correctness of all facts and information for the proposed minor subdivision presented in this application.

Legal Description of Property (attach additional sheet if necessary): _____

Is a subdivision variance being submitted with this application? Yes _____ No X

If yes, applicant is to submit a subdivision variance application with this preliminary plat application.

Property Owner's Name Fox River Estates LP

If corporation, Corporate Official: _____

Mailing Address 3554 S. Calypso

Telephone Number 417-883-7887 Fax Number 417-883-5203

PROPERTY OWNER'S SIGNATURE(S):

[Signature]
(If corporation, signature of corporation official)

TRACT 1

A TRACT OF LAND LOCATED IN PART OF THE SW FRACTIONAL 1/4 OF SECTION 31, TOWNSHIP 30 NORTH, RANGE 22 WEST, ALL IN WILLARD, GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS; COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 31, MARKED BY A 5/8-INCH IRON PIN; THENCE S88°19'22"E, 870.30' ALONG THE NORTH LINE OF SAID SW FRACTIONAL 1/4; THENCE LEAVING SAID NORTH LINE, S02°09'42"W, 26.84' TO AN EXISTING 5/8" PIN CAPPED LS-000373 ON THE SOUTH RIGHT-OF-WAY LINE HUGHES ROAD FOR TO THE POINT OF BEGINNING; THENCE, ALONG SAID SOUTH RIGHT-OF-WAY LINE, ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 184.95', WITH A RADIUS OF 803.94', WITH A DELTA ANGLE OF 13°10'53", WITH A CHORD BEARING OF N74°42'13"E, WITH A CHORD LENGTH OF 184.54' TO THE WESTERN RIGHT-OF-WAY LINE OF FOX RIVER ROAD, THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE HUGHES ROAD AND ALONG THE WESTERN RIGHT-OF-WAY LINE OF SAID FOX RIVER ROAD, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 14°15'17" AND AN ARC LENGTH OF 4.98' WITH A CHORD BEARING OF S22°40'58"E, WITH A CHORD LENGTH OF 4.96', THENCE S15°33'20"E, 619.86'; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 17.45', WITH A RADIUS OF 18.00', WITH A DELTA ANGLE OF 55°32'34", WITH A CHORD BEARING OF S12°12'58"W, WITH A CHORD LENGTH OF 16.77', THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 113.00', WITH A RADIUS OF 58.00', WITH A DELTA ANGLE OF 111°37'49", WITH A CHORD BEARING OF S15°49'39"E, WITH A CHORD LENGTH OF 95.96', THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 4.46', WITH A RADIUS OF 18.00', WITH A DELTA ANGLE OF 14°11'22", WITH A CHORD BEARING OF S64°32'53"E, WITH A CHORD LENGTH OF 4.45', THENCE, LEAVING SAID WESTERN RIGHT-OF-WAY LINE FOX RIVER ROAD, N87°51'00"W, 397.55' TO AN EXISTING 5/8" PIN CAPPED LS-2179; THENCE N02°09'42"E, 649.22' TO THE POINT OF BEGINNING.

CONTAINING 4.49 ACRES MORE OR LESS, SUBJECT TO ALL RESTRICTIONS OF RECORD.

TRACT 2

A TRACT OF LAND LOCATED IN PART OF THE SW FRACTIONAL 1/4 OF SECTION 31, TOWNSHIP 30 NORTH, RANGE 22 WEST, ALL IN WILLARD, GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS; COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 31, MARKED BY A 5/8-INCH IRON PIN; THENCE S88°19'22"E, 870.30' ALONG THE NORTH LINE OF SAID SW FRACTIONAL 1/4; THENCE LEAVING SAID NORTH LINE, S02°09'42"W, 26.84' TO AN EXISTING 5/' PIN CAPPED LS-000373 ON THE SOUTH RIGHT-OF-WAY LINE HUGHES ROAD; THENCE, ALONG SAID SOUTH RIGHT-OF-WAY LINE, ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 236.09', WITH A RADIUS OF 803.94', WITH A DELTA ANGLE OF 16°49'34", WITH A CHORD BEARING OF N72°52'52"E, WITH A CHORD LENGTH OF 235.25' FOR TO THE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 100.79', WITH A RADIUS OF 803.94', WITH A DELTA ANGLE OF 7°10'59", WITH A CHORD BEARING OF N60°52'36"E, WITH A CHORD LENGTH OF 100.72' TO AN EXISTING RIGHT-OF-WAY MARKER ON THE WESTERN RIGHT-OF-WAY LINE OF HIGHWAY 160, THENCE ALONG SAID HIGHWAY 160 THE NEXT FOUR CALLS; S82°56'11"E, 101.59' TO AN EXISTING 5/8" PIN CAPPED LS-2179; THENCE S32°42'54"E, 349.81' TO AN EXISTING RIGHT-OF-WAY MARKER; THENCE S07°03'18"E, 117.19' TO AN EXISTING RIGHT-OF-WAY MARKER; THENCE WITH A NON-TANGENT CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 435.51', WITH A RADIUS OF 7464.44', WITH A DELTA ANGLE OF 3°20'34", WITH A CHORD BEARING OF S30°13'58"E, WITH A CHORD LENGTH OF 435.45' TO AN EXISTING 5/8" PIN CAPPED LS-2179, THENCE LEAVING SAID WESTERN RIGHT-OF-WAY LINE HIGHWAY 160, N87°51'00"W, 406.13' TO THE EASTERN RIGHT-OF-WAY LINE FOX RIVER ROAD; THENCE, ALONG SAID RIGHT-OF-WAY FOR THE NEXT FIVE CALLS, WITH NON-TANGENT CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 8.30', WITH A RADIUS OF 90.00', WITH A DELTA ANGLE OF 5°17'08", WITH A CHORD BEARING OF N09°41'05"W, WITH A CHORD LENGTH OF 8.30', THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 15.90', WITH A RADIUS OF 18.00', WITH A DELTA ANGLE OF 50°37'33", WITH A CHORD BEARING OF N12°59'07"E, WITH A CHORD LENGTH OF 15.39', THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 110.74', WITH A RADIUS OF 58.00', WITH A DELTA ANGLE OF 109°23'47", WITH A CHORD BEARING OF N16°24'00"W, WITH A CHORD LENGTH OF 94.67', THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 17.45', WITH A RADIUS OF 18.00', WITH A DELTA ANGLE OF 55°32'34", WITH A CHORD BEARING OF N43°19'37"W, WITH A CHORD LENGTH OF 16.77', THENCE N15°33'20"W, 632.03' TO THE POINT OF BEGINNING.

CONTAINING 5.36 ACRES MORE OR LESS, SUBJECT TO ALL RESTRICTIONS OF RECORD.

RIGHT-OF-WAY FOX RIVER ROAD

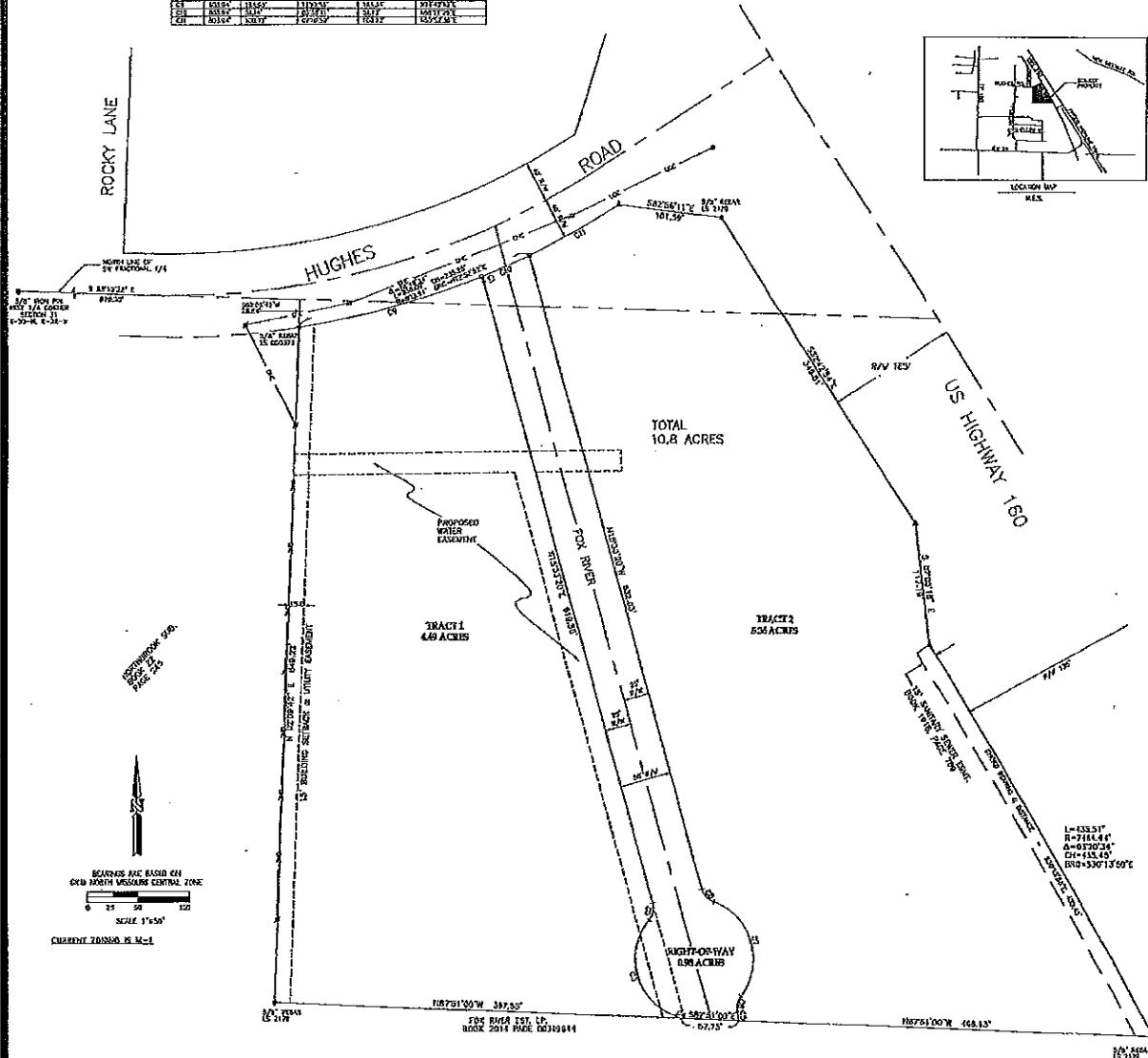
A TRACT OF LAND LOCATED IN PART OF THE SW FRACTIONAL 1/4 OF SECTION 31, TOWNSHIP 30 NORTH, RANGE 22 WEST, ALL IN WILLARD, GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS;

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 31, MARKED BY A 5/8-INCH IRON PIN; THENCE S88°19'22"E, 870.30' ALONG THE NORTH LINE OF SAID SW FRACTIONAL 1/4; THENCE LEAVING SAID NORTH LINE, S02°09'42"W, 26.84' TO AN EXISTING 5/8" PIN CAPPED LS-000373 ON THE SOUTH RIGHT-OF-WAY LINE HUGHES ROAD; THENCE, ALONG SAID SOUTH RIGHT-OF-WAY LINE, ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 184.95', WITH A RADIUS OF 803.94', WITH A DELTA ANGLE OF 13°10'53", WITH A CHORD BEARING OF N74°42'13"E, WITH A CHORD LENGTH OF 184.54' FOR THE POINT OF BEGINNING, SAID POINT BEING THE WESTERN RIGHT-OF-WAY LINE OF FOX RIVER ROAD, THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE HUGHES ROAD AND ALONG THE WESTERN RIGHT-OF-WAY LINE OF SAID FOX RIVER ROAD, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 14°15'17" AND AN ARC LENGTH OF 4.98' WITH A CHORD BEARING OF S22°40'58"E, WITH A CHORD LENGTH OF 4.96', THENCE S15°33'20"E, 619.86'; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 17.45', WITH A RADIUS OF 18.00', WITH A DELTA ANGLE OF 55°32'34", WITH A CHORD BEARING OF S12°12'58"W, WITH A CHORD LENGTH OF 16.77', THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 113.00', WITH A RADIUS OF 58.00', WITH A DELTA ANGLE OF 111°37'49", WITH A CHORD BEARING OF S15°49'39"E, WITH A CHORD LENGTH OF 95.96', THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 4.46', WITH A RADIUS OF 18.00', WITH A DELTA ANGLE OF 14°11'22", WITH A CHORD BEARING OF S64°32'53"E, WITH A CHORD LENGTH OF 4.45', THENCE, S87°51'00"E, 57.75' TO THE EASTERN RIGHT-OF-WAY LINE FOX RIVER ROAD; THENCE, WITH NON-TANGENT CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 8.30', WITH A RADIUS OF 90.00', WITH A DELTA ANGLE OF 5°17'08", WITH A CHORD BEARING OF N09°41'05"W, WITH A CHORD LENGTH OF 8.30', THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 15.90', WITH A RADIUS OF 18.00', WITH A DELTA ANGLE OF 50°37'33", WITH A CHORD BEARING OF N12°59'07"E, WITH A CHORD LENGTH OF 15.39', THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 110.74', WITH A RADIUS OF 58.00', WITH A DELTA ANGLE OF 109°23'47", WITH A CHORD BEARING OF N16°24'00"W, WITH A CHORD LENGTH OF 94.67', THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 17.45', WITH A RADIUS OF 18.00', WITH A DELTA ANGLE OF 55°32'34", WITH A CHORD BEARING OF N43°19'37"W, WITH A CHORD LENGTH OF 16.77', THENCE N15°33'20"W, 632.03' TO THE POINT OF BEGINNING.

CONTAINING 0.98 ACRES MORE OR LESS, SUBJECT TO ALL RESTRICTIONS OF RECORD.

HAMILTON MINOR SUBDIVISION
WILLARD, GREENE COUNTY, MISSOURI
A PART OF THE SW 1/4 SECTION 31,
SECTION 31, TOWNSHIP 30 NORTH, RANGE 22 WEST,
CITY OF WILLARD, GREENE COUNTY, MISSOURI

TRACT	AREA	DATE	OWNER	REMARKS
1	2.00	1/1/19	JOHN D. HUGHES	ACRES
2	2.00	1/1/19	JOHN D. HUGHES	ACRES
3	2.00	1/1/19	JOHN D. HUGHES	ACRES
4	2.00	1/1/19	JOHN D. HUGHES	ACRES
5	2.00	1/1/19	JOHN D. HUGHES	ACRES
6	2.00	1/1/19	JOHN D. HUGHES	ACRES
7	2.00	1/1/19	JOHN D. HUGHES	ACRES
8	2.00	1/1/19	JOHN D. HUGHES	ACRES
9	2.00	1/1/19	JOHN D. HUGHES	ACRES
10	2.00	1/1/19	JOHN D. HUGHES	ACRES
11	2.00	1/1/19	JOHN D. HUGHES	ACRES
12	2.00	1/1/19	JOHN D. HUGHES	ACRES
13	2.00	1/1/19	JOHN D. HUGHES	ACRES
14	2.00	1/1/19	JOHN D. HUGHES	ACRES
15	2.00	1/1/19	JOHN D. HUGHES	ACRES
16	2.00	1/1/19	JOHN D. HUGHES	ACRES
17	2.00	1/1/19	JOHN D. HUGHES	ACRES
18	2.00	1/1/19	JOHN D. HUGHES	ACRES
19	2.00	1/1/19	JOHN D. HUGHES	ACRES
20	2.00	1/1/19	JOHN D. HUGHES	ACRES



TRACT 1
A TRACT OF LAND LOCATED IN PART OF THE SW 1/4 SECTION 31, TOWNSHIP 30 NORTH, RANGE 22 WEST, CITY OF WILLARD, GREENE COUNTY, MISSOURI, BEING 4.8 ACRES, MORE OR LESS, SUBJECT TO ALL RESTRICTIONS OF RECORD.

TRACT 2
A TRACT OF LAND LOCATED IN PART OF THE SW 1/4 SECTION 31, TOWNSHIP 30 NORTH, RANGE 22 WEST, CITY OF WILLARD, GREENE COUNTY, MISSOURI, BEING 5.0 ACRES, MORE OR LESS, SUBJECT TO ALL RESTRICTIONS OF RECORD.

TRACT 3
A TRACT OF LAND LOCATED IN PART OF THE SW 1/4 SECTION 31, TOWNSHIP 30 NORTH, RANGE 22 WEST, CITY OF WILLARD, GREENE COUNTY, MISSOURI, BEING 5.0 ACRES, MORE OR LESS, SUBJECT TO ALL RESTRICTIONS OF RECORD.

SURVEYOR'S NOTE
THIS SURVEY IS A REPRODUCTION OF A SURVEY MADE BY JOHN D. HUGHES, SURVEYOR, IN 1919, AND IS NOT A REPRODUCTION OF THE ORIGINAL SURVEY.

CERTIFICATE OF APPROVAL - BOARD OF ADJUSTMENT
I, JOHN D. HUGHES, SURVEYOR, DO HEREBY CERTIFY THAT THE SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE MISSOURI SURVEYING ACT.

CERTIFICATE OF APPROVAL - PLANNING AND ZONING COMMISSION
I, JOHN D. HUGHES, SURVEYOR, DO HEREBY CERTIFY THAT THE SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE MISSOURI SURVEYING ACT.

City of Willard, Missouri

Prepared For:

Four Corners Development, LP

Hughes Road

Greene County, Missouri

Strickling Surveying, LLC

Phone (417) 742-0566

102 South Street

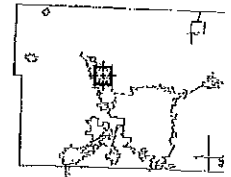
P.O. Box 28

Willard, Missouri 65781

www.stricklingsurveyingllc.com



Overview



Legend

- Area Numbers
- S/T/R Numbers
- Parcel Lines
 - <all other values>
 - - DASHROW
 - MUNIRWD
 - - PROPDASH
 - PROPLINE
 - RRROW
 - - ZONING
- Section Lines
 - - Quarter Section Lines
 - - Section Lines
- Streets
 - <all other values>
 - - 8
 - - County Boundary
- Assessor's Parcels
- Floodplains
- City Limits

Parcel ID 880831300166
 Sec/Twp/Rng 31-30-22
 Property Address E HUGHES RD
 WILLARD

Alternate ID n/a
 Class R
 Acreage 10.8

Owner Address FOUR CORNERS DEV LLC
 3556 CULPEPPER CIR
 SPRINGFIELD MO 65804

District 180

Brief Tax Description WILLARD IRR 10.8AM/L BEG 870.3 FTE & 26.84 FT'S W1/4 COR S 649.22 FTE 861.43 FT NWLY 435.51 FT N 117.19 FT NWLY 349.81 FT W 101.59 FT SWLY TO BEG 31/30/22
 (Note: Not to be used on legal documents)

The sinkhole layer represents surface depressions from LiDAR imaging obtained in 2010 and 2011. Most of the sinkholes shown have not been field verified and are provided for informational purposes only. This layer should not be used as a substitute for a geological or geotechnical investigation. Questions regarding sinkholes should be directed to the Environmental Section of the Resource Management Department (417) 868-4147. For sinkhole information inside the city limits of Springfield, please call (417) 864-1901.

BeaconTM

Greene County, MO

Summary

Parcel ID 880831300166
 Alternate ID
 Property E HUGHES RD
 Address
 Neighborhood C920
 Subdivision NONE
 Tax District (180) WILLARD R2-WL
 School District (R2) WILLARD SCHOOL DIST
 Living Unit 0
 Total RES 0
 Living Area
 Total COM 0
 Living Area
 Class Residential
 Adjustments N/A
 Book 2014
 Page 00585414
 Sec/Twp/Rng 31-30N-22W
 Brief WILLARD IRR 10.8AM/L BEG 870.3 FTE & 26.84 FT S W1/4 COR S 649.22 FTE 861.43 FT NWLY 435.51 FT N 117.19
 Tax Description FT NWLY 349.81 FT W 101.59 FT SWLY TO BEG 31/30/22
 (Note: Not to be used on legal documents)

Owner

Four Corners Dev LLC
 3556 CULPEPPER CIR STE 7
 SPRINGFIELD MO 65804

Owner Info Last Updated 7/3/2014

Land

Total Acres:
 10.8000

Sales

Date	Book	Page	Instr Type	Sale Type	Grantor	Grantee
2/26/2014	2014	00585414	WD	1	CRIGHTON & GOODWYN LLC	FOUR CORNERS DEV LLC

Permits

Date	Number	Amount	Purpose
3/4/2014	MAP15FEB	0	91

2015 Valuation

Appraised Values

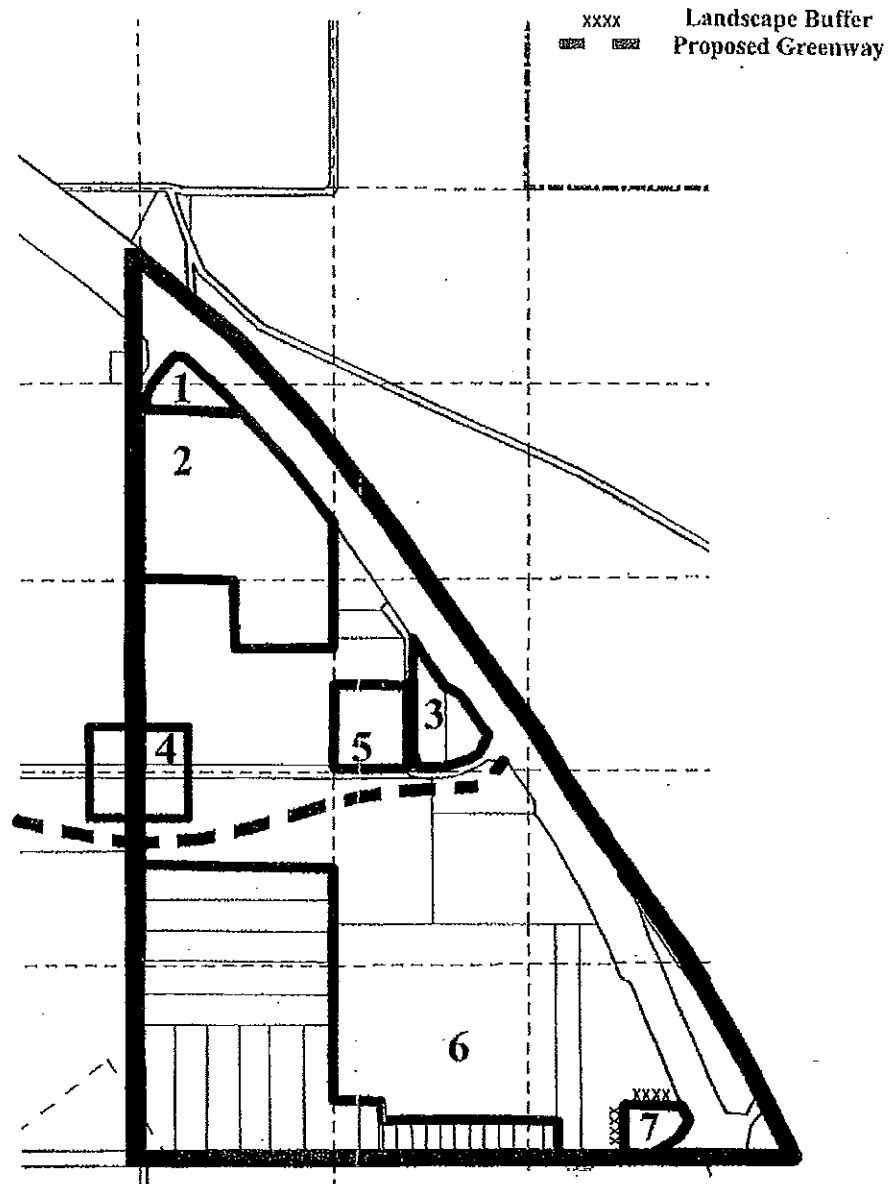
Assessed Values

Planning Sub-Area 4

Tract Number:

1. Commercial development is proposed for this tract located at the intersection of Highway 160 and Hunt Road. Development should be allowed only when municipal sewer service can be extended to the site.
2. Most of Tract #2 is owned by Conco Quarries. The tract is currently zoned for single family uses. Single family development would be suitable for this tract if adequately buffered along the Highway 160 perimeter to minimize any potential impacts from the quarry operations on the north side of the Highway. If developed for residential use, it is recommended that the site be designed as a planned housing development in order to incorporate appropriate buffering, housing cluster and open space into the subdivision development. This area is outside of the sanitary sewer district and extension of sewer will involve substantial expense.
3. A portion of Tract #3 is being developed for light industrial use. The balance of the tract would be suitable for future light industrial or commercial development, subject to the availability of municipal sewer. Buffering should be required along the western side of the tract to screen more intensive industrial or commercial activity from future residential development to the west.
4. Tract # 4 is an extension of Tract #8 in Planning Sub-Area 3. The intersection of Hunt Road and the future extension of Hughes Road would be suitable for limited neighborhood commercial uses as this area of the community develops. Again, the area is currently not served by sewer and should only be developed as municipal sewer can be provided.
5. Tract #5 would be suitable for duplex or multi-family development at the time of the extension of Hughes Road. Duplex or multi-family would serve as a transitional land use buffer between commercial/industrial development to the east (Tract #3) and future single family residential to the west.
6. This tract is suitable for single family residential development. The tract should be buffered along Highway 160 to mitigate impact from the quarry operations. An intermittent stream crosses through this tract. Development should not disturb or alter this natural drainage channel. Also, the proposed extension of Hughes Road and the proposed greenway extend through the tract (see location on map). This general area is limited to large lot single family development until municipal sewer service can be extended.
7. Tract #7 is proposed for future commercial use. Buffering should be required to screen commercial activity from adjacent low density single family residential uses to the west.

Figure 4.7
PLANNING SUB-AREA 4





AGENDA ITEM #7

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

This item is sponsored by the Director of Community Services and the City Administrator.

This item will be sent separately to the Board on Friday the 7th.



AGENDA ITEM #8

Ordinance accepting the 2015 Emergency Management Performance Grant.

(1st and 2nd Read). Discussion/Vote.

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

This must have two (2) readings tonight due to the due date for the grant.

First Reading: 08-10-15

Second Reading: 08-10-15

Council Bill No.:

Ordinance No.:

AN ORDINANCE

AUTHORIZING the Mayor, or his designee, to execute a contract between the City of Willard and the Missouri Office of Homeland Security for the purpose of accepting a grant from the Emergency Management Performance Grant program for the purpose of funding essential emergency management personnel, operations, equipment and travel and;

WHEREAS, on March 25, 2014, an application was submitted to the Missouri Office of Homeland Security for funding through the Emergency Management Performance Grant program for the purpose of funding essential emergency management personnel, operations, equipment and travel and;

WHEREAS, on July 23, 2015, the City of Willard was notified that the application had been approved and awarded in the amount of \$21,440.12 and;

WHEREAS, the local match for this award will be \$10,720.06 and;

WHEREAS, the Missouri Office of Homeland Security is requiring the contract to be signed no later than August 7, 2015. No grant money will be dispersed prior to the receipt by State Emergency Management Agency of the signed grant.

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

Section 1 – The Board of Aldermen of the City of Willard hereby authorize the Mayor to execute the contract between the City of Willard and Missouri Office of Homeland Security , said contract to be substantially in form and content as that document attached hereto and incorporated herein by reference as Exhibit "1".

Section 2 – This Ordinance will be in full force and effect from and after passage.

Approved as to form: _____
City Attorney

Mayor, Corey Hendrickson

Attest: _____
City Clerk

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

YES NO ABSTAINED

MEREDITH REAVES

DAVID LARIMORE

MICHAEL BARR

DON LEE

JAMIE BUCKLEY

LARRY WHITMAN

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

YES NO ABSTAINED

MEREDITH REAVES

DAVID LARIMORE

MICHAEL BARR

DON LEE

JAMIE BUCKLEY

LARRY WHITMAN

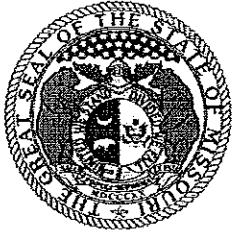
Jeremiah W. (Jay) Nixon
Governor

Lane Roberts
Director of Public Safety

STATE OF MISSOURI

EMERGENCY MANAGEMENT AGENCY

Ron Walker
Director



DEPARTMENT OF PUBLIC SAFETY
PO Box 116, Jefferson City, Missouri 65102
Phone: 573/526-9100 Fax: 573/634-7966
E-mail: mosema@sema.dps.mo.gov



July 31, 2015

By signing below, I acknowledge receipt of the 2015 Emergency Management Performance Grant award granted to my agency/organization.

Agency/Organization

Telephone Number

Printed Name

Title

Signature

Date



**A Nationally
Accredited
Agency**

Jeremiah W. (Jay) Nixon
Governor

Lane Roberts
Director of Public Safety

STATE OF MISSOURI

EMERGENCY MANAGEMENT AGENCY

Exhibit 1

Ron Walker
Director



DEPARTMENT OF PUBLIC SAFETY
PO Box 116, Jefferson City, Missouri 65102
Phone: 573/526-9100 Fax: 573/634-7966
E-mail: mosema@sema.dps.mo.gov



July 23, 2015

J Everett Mitchell
City Administrator
City of Willard
P.O. Box 187
Willard, Missouri 65781

Dear J Everett Mitchell:

Congratulations, your agency has been approved for a 2015 Emergency Management Performance Grant (EMPG) award from the State Emergency Management Agency (SEMA) in the amount of \$ 21,440.12, of which fifty percent is local match sharing. The performance period is January 1, 2015 through December 31, 2015. A portion of the award was based upon consideration of your FY14 expenditures. Enclosed are your award documents. **You, as the authorized official must sign the grant award of contract and initial the lower right hand corner of each page of the Special Conditions to certify acceptance of this award.** You are required to return the original forms back to SEMA **no later than August 7, 2015** to the following person and address prior to claims being paid to your jurisdiction:

State Emergency Management Agency
Attn: Amy Lepper
PO Box 116
Jefferson City, MO 65102

The CFDA number for the Emergency Management Performance Grant is CFDA 97.042. Your award number is EMW-2015-EP-00043-116.

This award is subject to all administrative and financial requirements as outlined in the 2015 EMPG Notice of Funding Opportunity, Grant Award Special Conditions (see attached), and the EMPG Program Manual. This includes the timely submission of all financial and programmatic reports.

Thank you for your support and cooperation with this effort. If you have any questions, please contact your Grant Specialist, Laura Teske, at 573-751-3401, laura.teske@sema.dps.mo.gov or Grant Specialist, Jackie Hofstetter at 573-526-9256, jackie.hofstetter@sema.dps.mo.gov.

Sincerely,

Ron Walker
Director



A Nationally
Accredited
Agency



State Emergency Management Agency
2302 Militia Drive
P.O. Box 116
Jefferson City, MO 65102
Phone: (573) 526-9100
Fax: (573) 634-7966

GRANT AWARD OF CONTRACT

DATE

7/23/2015

Award Number

EMW-2015-EP-00043-116

Amendment No.

N/A

GRANTEE NAME

City of Willard

GRANTEE VENDOR NUMBER

43-0890176

GRANTEE ADDRESS

PO Box 187
Willard, Missouri 65781

ISSUING AGENCY

MO State Emergency Management Agency
PO Box 116
Jefferson City, MO 65102

GRANT INFORMATION

PROJECT TITLE

FY 2015 Emergency Management Performance Grant

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NO
97.042

PERFORMANCE PERIOD

FROM: 1/1/2015

TO: 12/31/2015

FEDERAL AWARD AMOUNT

\$ 10,720.06

LOCAL COST SHARE

\$ 10,720.06

TOTAL AWARD AMOUNT

\$ 21,440.12

CONTACT INFORMATION

EMPG GRANT SPECIALIST

NAME

Jackie Hofstetter

E-MAIL ADDRESS

jackie.hofstetter@sema.dps.mo.gov

TELEPHONE

573-526-9256

GRANTEE PROJECT DIRECTOR

NAME

Stacy Winters

E-MAIL ADDRESS

willardemd@yahoo.com

TELEPHONE

417-366-3800

SUMMARY DESCRIPTION OF PROJECT

The purpose of the EMPG Program is to make grants to locals in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). Title VI of the Stafford Act authorizes grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the Federal Government, States, and their political subdivisions. SEMA, through the EMPG Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title so that a comprehensive emergency preparedness system exists for all hazards in the State of Missouri.

TYPED NAME AND TITLE OF OHS OFFICIAL

Ron Walker, Director

TYPED NAME AND TITLE OF GRANTEE AUTHORIZED OFFICIAL

Corey Hendrickson, City Mayor
J. Everett Mitchell, City Administrator

SIGNATURE OF APPROVING OHS OFFICIAL

DATE

07/23/15

SIGNATURE OF GRANTEE AUTHORIZED OFFICIAL

DATE

THIS GRANT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS GRANT AGREEMENT, THE GRANTEE IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

SPECIAL CONDITIONS

DATE
07/23/2015

AWARD NUMBER
EMW-2015-EP-00043-116

Article I - Acknowledgement of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article II - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article III - Age Discrimination Act of 1975

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

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All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

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Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article VI- Civil Rights Act of 1964

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

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All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in

connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

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All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

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All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

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of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

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All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

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All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

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All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

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Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

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All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

Article XXVIII - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article XXIX - USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose

Article XXX - Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XXXI - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article XXXII - SEMA Specific Acknowledgements and Assurances

All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing SEMA access to records, accounts, documents, information, facilities, and staff.

1. Subrecipients must cooperate with any compliance review or complaint investigation conducted by SEMA.
2. Subrecipients must give SEMA access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by SEMA regulations and other applicable laws or program guidance.
3. Subrecipients must submit timely, complete, and accurate reports to the appropriate SEMA officials and maintain appropriate backup documentation to support the reports. Future awards and fund drawdowns may be withheld if these reports are delinquent.
4. Sub-recipients are required to use WebGrants (<https://dpsgrants.dps.mo.gov/>) to submit Quarterly Status Reports and Claim Requests. Sub-recipients are encouraged to submit Claim Requests throughout the quarter to allow for more up-to-date tracking of grant progress and prevent reimbursement delays. Status Reports and Claim Requests for each billing period are due to SEMA as follows:
 - Quarter 1 (January 1 to March 31) and Quarter 2 (April 1 to June 30): Due July 15, 2015
 - Quarter 3 (July 1 to September 30): Due October 15, 2015
 - Quarter 4 (October 1 to December 31): Due January 31, 2016
5. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
6. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the SEMA.
7. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the SEMA Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

Article XXXIII- Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by SEMA, you must request instructions from SEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article XXXIV - Prior Approval for Modification of Approved Budget

Before making any change to the SEMA approved budget for this award, you must request prior written approval from SEMA where required by 2 C.F.R. § 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from SEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your SEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation,

regardless of whether the budget deviation requires prior written approval.

Article XXXV - Incorporation by Reference of Notice of Funding Opportunity

The Notice of Funding Opportunity for this program is hereby incorporated into your award agreement by reference. By accepting this award, the sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained under the 2015 Notice of Funding Opportunity, Missouri 2015 EMPG Program Manual, OHS Administrative Guide, and OHS Information Bulletins.

Article XXXVI – Other Special Conditions

1. Sub-recipients are required to ensure that all EMPG funded personnel complete the following DHS/FEMA training courses within twelve (12) months of hire and record proof of completion, IS 100, IS 120, IS 200, IS 230, IS 235, IS 240, IS 241, IS 242 IS 244, IS 700, IS 800 and L-146 HSEEP*.

2. Sub-Recipients of 2015 EMPG funding are required to ensure that all EMPG funded personnel actively participate in three (3) exercises during the performance period. Jurisdictions must identify planned quarterly activity to meet these requirements on the 2015 EMPG application and Status Reports. Failure to comply with this requirement could result in claim payments being held until the requirement is met.

*EMPG funded exercise officers and management personnel involved in the design and evaluation of exercises must complete L-146 HSEEP within 24 months of hire and record proof of completion.



State Emergency Management Agency
2302 Militia Drive
P.O. Box 116
Jefferson City, MO 65102
Phone: (573) 526-9100
Fax: (573) 634-7966

GRANT AWARD OF CONTRACT

DATE

7/23/2015

Award Number

EMW-2015-EP-00043-116

Amendment No.

N/A

GRANTEE NAME

City of Willard

GRANTEE VENDOR NUMBER

43-0890176

GRANTEE ADDRESS

PO Box 187
Willard, Missouri 65781

ISSUING AGENCY

MO State Emergency Management Agency
PO Box 116
Jefferson City, MO 65102

GRANT INFORMATION

PROJECT TITLE

FY 2015 Emergency Management Performance Grant

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NO

97.042

PERFORMANCE PERIOD

FROM: 1/1/2015

TO: 12/31/2015

FEDERAL AWARD AMOUNT

\$ 10,720.06

LOCAL COST SHARE

\$ 10,720.06

TOTAL AWARD AMOUNT

\$ 21,440.12

CONTACT INFORMATION

EMPG GRANT SPECIALIST

NAME

Jackie Hofstetter

E-MAIL ADDRESS

jackie.hofstetter@sema.dps.mo.gov

TELEPHONE

573-526-9256

GRANTEE PROJECT DIRECTOR

NAME

Stacy Winters

E-MAIL ADDRESS

willardemd@yahoo.com

TELEPHONE

417-366-3800

SUMMARY DESCRIPTION OF PROJECT

The purpose of the EMPG Program is to make grants to locals in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). Title VI of the Stafford Act authorizes grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the Federal Government, States, and their political subdivisions. SEMA, through the EMPG Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title so that a comprehensive emergency preparedness system exists for all hazards in the State of Missouri.

TYPED NAME AND TITLE OF OHS OFFICIAL

Ron Walker, Director

TYPED NAME AND TITLE OF GRANTEE AUTHORIZED OFFICIAL

J Everett Mitchell, City Administrator

SIGNATURE OF APPROVING OHS OFFICIAL

DATE

07/23/15

SIGNATURE OF GRANTEE AUTHORIZED OFFICIAL

DATE

THIS GRANT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS GRANT AGREEMENT, THE GRANTEE IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

SPECIAL CONDITIONS

DATE
07/23/2015

AWARD NUMBER
EMW-2015-EP-00043-116

Article I - Acknowledgement of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

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All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

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All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

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All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

Article XXVIII - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article XXIX - USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose

Article XXX - Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XXXI - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article XXXII - SEMA Specific Acknowledgements and Assurances

All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing SEMA access to records, accounts, documents, information, facilities, and staff.

1. Subrecipients must cooperate with any compliance review or complaint investigation conducted by SEMA.
2. Subrecipients must give SEMA access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by SEMA regulations and other applicable laws or program guidance.
3. Subrecipients must submit timely, complete, and accurate reports to the appropriate SEMA officials and maintain appropriate backup documentation to support the reports. Future awards and fund drawdowns may be withheld if these reports are delinquent.
4. Sub-recipients are required to use WebGrants (<https://dpsgrants.dps.mo.gov/>) to submit Quarterly Status Reports and Claim Requests. Sub-recipients are encouraged to submit Claim Requests throughout the quarter to allow for more up-to-date tracking of grant progress and prevent reimbursement delays. Status Reports and Claim Requests for each billing period are due to SEMA as follows:
 - Quarter 1 (January 1 to March 31) and Quarter 2 (April 1 to June 30): Due July 15, 2015
 - Quarter 3 (July 1 to September 30): Due October 15, 2015
 - Quarter 4 (October 1 to December 31): Due January 31, 2016
5. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
6. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the SEMA.
7. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the SEMA Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

Article XXXIII- Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by SEMA, you must request instructions from SEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article XXXIV - Prior Approval for Modification of Approved Budget

Before making any change to the SEMA approved budget for this award, you must request prior written approval from SEMA where required by 2 C.F.R. § 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from SEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your SEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation,

regardless of whether the budget deviation requires prior written approval.

Article XXXV - Incorporation by Reference of Notice of Funding Opportunity

The Notice of Funding Opportunity for this program is hereby incorporated into your award agreement by reference. By accepting this award, the sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained under the 2015 Notice of Funding Opportunity, Missouri 2015 EMPG Program Manual, OHS Administrative Guide, and OHS Information Bulletins.

Article XXXVI – Other Special Conditions

1. Sub-recipients are required to ensure that all EMPG funded personnel complete the following DHS/FEMA training courses within twelve (12) months of hire and record proof of completion, IS 100, IS 120, IS 200, IS 230, IS 235, IS 240, IS 241, IS 242 IS 244, IS 700, IS 800 and L-146 HSEEP*.
2. Sub-Recipients of 2015 EMPG funding are required to ensure that all EMPG funded personnel actively participate in three (3) exercises during the performance period. Jurisdictions must identify planned quarterly activity to meet these requirements on the 2015 EMPG application and Status Reports. Failure to comply with this requirement could result in claim payments being held until the requirement is met.

*EMPG funded exercise officers and management personnel involved in the design and evaluation of exercises must complete L-146 HSEEP within 24 months of hire and record proof of completion.

Willard County		Awarded	#001	#002	#003	#004	Remaining
1001	Stacy Salary	\$ 2,080.00					\$ 2,080.00
		\$ -					\$ -
2001	Stacy Benefits	\$ 150.00					\$ 150.00
		\$ -					\$ -
11001	Greene Co. Contract	\$ 7,992.00					\$ 7,992.00
11002	Phone	\$ 39.34					\$ 39.34
11003	Utilities	\$ 25.00					\$ 25.00
11004	Registration fee	\$ 33.72					\$ 33.72
		\$ -					\$ -
9001	SEMA mileage	\$ 84.00					\$ 84.00
9002	SEMA lodging	\$ 216.00					\$ 216.00
9003	Mileage	\$ 100.00					\$ 100.00
		\$ 10,720.06	\$ -	\$ -	\$ -	\$ -	\$ 10,720.06

The logo for the Missouri Department of Public Safety, featuring the text "Missouri Department of Public Safety" in a bold, sans-serif font. The word "Public" is in a larger, bolder font than "Department of" and "Safety". The background of the logo is dark and textured.

Application

48567 - FY15 Emergency Management Performance Grants - Final Application

49057 - Emergency Management Performance Grant
Emergency Management Performance Grants (EMPG) Local

Status: Under Review

Original Submitted Date: 03/16/2015 2:43 PM

Last Submitted Date: 06/05/2015 11:25 AM

Applicant Information

Primary Contact:

Name:*	Mr.	Stacy	Winters
	Title	First Name	Last Name
Job Title:*	EMD		
Email:*	willardemd@yahoo.com		
Mailing Address:*	224 W. Jackson St.		
Street Address 1:			
Street Address 2:			
*	Willard	Missouri	65781
	City	State/Province	Postal Code/Zip
Phone:*	417-399-3818		
	Ext.		
Fax:*	417-742-0467		

Organization Information

Agency Code

Applicant Agency: Willard Emergency Management Agency, City of

Organization Type: Government

Benefactor

Federal Tax ID#:	430890176	00
	9 digits (no hyphen)	Tax ID Extension

DUNS #: 091357616

CCR Code:

Valid Until Date

Organization Website: cityofwillard.com

Mailing Address: PO Box 187

Street Address 1:

Street Address 2:

City*	Willard	Missouri	65781	0187
	City	State/Province	Postal Code/Zip	+ 4

County: Greene

Congressional District: 07

Grant Regions

Phone: 417-742-3033

Ext.

Fax:* 417-742-3080

Contact Information**Authorized Official***Enter the name and address of the individual who has the authority to legally bind the applicant agency.**• City Government - If the applicant agency is a city, the mayor/ city administrator shall be the Authorized Official.**• County Government - If the applicant agency is a county, the presiding commissioner shall be the Authorized Official.*

Authorized Official:* Mr. J Everett Mitchell
Title First Name Last Name
Job Title:* City Administrator
Agency:* City of Willard
Mailing Address:* PO Box 187
Street Address 1: 224 W Jackson
Street Address 2:
City/State/Zip* Willard Missouri 65781
City State Zip Code
Email:* ca@cityofwillard.org
Phone:* 417-742-5304
Office Ext. Cell
Fax:* 417-742-3080

Project Director*For EMPG grants the EMD is the Project Director.*

Emergency Management Director:* Mr. Stacy Winters
Title First Name Last Name
Agency:* City of Willard
Emergency Management Director Date of Hire:* 10/14/2014
Mailing Address:* PO Box 187
Street Address 1: 224 W Jackson
Street Address 2:
City/State/Zip* Willard Missouri 65781
City State Zip Code
Email:* willardemd@yahoo.com
Phone:* 417-366-3800
Office Ext. Cell
Fax* 417-742-0467

Fiscal Officer

Fiscal Officer:* Ms. Carolyn Halverson
Title First Name Last Name
Job Title:* Financial Officer
Agency:* City of Willard
Mailing Address:* PO Box 187
Street Address 1: 224 W Jackson

Street Address 2:

City/State/Zip*

Willard

Missouri

65781

City

State

Zip Code

Email:*

cfo@cityofwillard.org

Phone:*

417-742-5301

Office

Ext.

Cell

Fax*

417-742-3080

Project Contact PersonIs the Emergency Management
Director and the Project Contact
Person the same?*

Yes

If the EMD & Project Contact are same It is not necessary to complete the Project Contact Information.

Project Contact Person:

Title

First Name

Last Name

Job Title:

Agency:

Mailing Address:

Street Address 1:

Street Address 2:

City/State/Zip

Missouri

City

State

Zip Code

Email:

Phone:

Office

Ext.

Cell

Fax:

Project Narrative Justification

Project Title:	Project Type:	The requested funds will be used to:	Select the primary Core Capability that will be supported by this proposed project.	Select the primary Missouri State Homeland Security Strategy Goal Objective that will be supported by the proposed project.	Project Narrative Summary
EMPG FISCAL YR 2015	Establish/enhance emergency operations center	Sustainment of Existing Project	Prevention Planning	1.1 Planning	Our goal is to maintain an accurate hazard analysis and risk assessment; capabilities required to prevent, protect, and mitigate against, respond to, and recover from acts of all-hazards are available when and where they are needed; plans are vertically and horizontally integrated with appropriate departments, agencies, and jurisdictions; and where appropriate, plans incorporate a mechanism for requesting state and federal assistance with a clearly delineated process for seeking and requesting assistance from appropriate agencies.

Baseline Requirement #1 - Emergency Operations Center (EOC)

EOC Location:	EOC Street Address:	EOC City:	EOC State:	EOC Zip:	EOC Phone Number:	EOC Alternative Phone Number:	EOC Contact Person:	Contact Street Address:	Contact City:	Contact State:	Contact Zip:	Contact Phone Number:	Contact Cell Number:	Contact Email:
Willard City Hall	224 W Jackson	Willard	Missouri	65781	417-742-3033	417-399-3818	Stacy Winters	113 W. Knight St	Willard	Missouri	65781-	417-366-3800	417-399-3818	willardemd@yahoo.com

Baseline Requirement #2 - Local Emergency Operations Plan (LEOP)

I understand at minimum requirement my awarded agency must update/review our LEOP annually and maintain SEMA verification document with identified changes.	Date of last LEOP update/review?	Have you provided your State Emergency Management Agency (SEMA) Area Coordinator with your agency's LEOP?	Upload updated LEOP:	1st Quarter Planned Activities:	2nd Quarter Planned Activities:	3rd Quarter Planned Activities:	4th Quarter Planned Activities:
Yes	08/12/2014	Yes	2014 Basic Plan - Willard.pdf	Participate in EOC Workshop	Participate in exercise workshop, table top and full-scale exercise. Bring appointed officials to NIMS compliance.	Participate in annual TEPW. Complete Advanced Professional Development series. Update EOP.	Participate in state or regional THIRA development.

Baseline Requirement #3 - National Incident Management System (NIMS)

1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	Check box if your agency answered 'No' for any questions 1 - 10?	1st Quarter Planned Activities:	2nd Quarter Planned Activities:	3rd Quarter Planned Activities:	4th Quarter Planned Activities:	I understand my awarded agency must participate in the statewide Kind & Typing initiative. Including development of a deployable assets list that supports the Kind & Typing initiative.
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Participate in EOC Workshop	Participate in exercise workshop, table top and full-scale exercise.	Update EOP. Bring appointed officials to NIMS compliance. Participate in annual TEPW.	Participate in state or regional THIRA development. LEOP will be updated. Complete Advanced Professional Development series.	Yes

Baseline Requirement #4 - Training Requirements

1. All EMPG funded personnel have completed the minimum required FEMA trainings?	2. All EMPG funded exercise officers and management personnel involved in the design and evaluation of exercises have completed the minimum required SEMA trainings?	If not all EMPG funded personnel have completed required trainings please explain why not:	Check box if your agency answered 'No' for any questions 1 - 2?	1st Quarter Planned Activities:	2nd Quarter Planned Activities:	3rd Quarter Planned Activities:	4th Quarter Planned Activities:
Yes	No	Willard has no EMPG funded exercise officers	Yes	Attend EOC Workshop.	Participate in state wide exercise; 1 discussion-based, 1 tabletop, and 1 full-scale.	Participate in annual TEPW. Coordinate NIMS training for elected officials.	Complete Advanced Professional Development Series Participate in state or regional THIRA development.

Baseline Requirement #5 - Exercise Requirements

1. I understand all EMPG funded personnel shall participate in no less than two (2) discussion-based and one (1) operations-based exercises per calendar year.	2. I understand that all EMPG funded personnel are required to participate in a full scale exercise at a minimum of once every three (3) years.	1st Quarter Planned Activities:	2nd Quarter Planned Activities:	3rd Quarter Planned Activities:	4th Quarter Planned Activities:
Yes	Yes	Attend EOC Workshop.	Participate in annual TEPW.	Participate in state wide exercise; 1 discussion-based, 1 tabletop, and 1 full-scale. Coordinate NIMS training for elected officials.	Complete Advanced Professional Development Series Participate in state or regional THIRA development.

Baseline Requirement #6 - Training & Exercise Plan Workshops (TEPW)

I understand that all EMPG sub-recipients are required to conduct or participate in an annual Training and Exercise Plan Workshop (TEPW):	
	Yes
	Yes
	Yes

Baseline Requirement #7 - WebEOC

I understand that my awarded agency will be required to utilize WebEOC during incidents, events and related WebEOC trainings.	
	Yes
	Yes

Baseline Requirement #8 - THIRA

I understand that all EMPG sub-recipients are required to participate in the development or maintenance of state or regional THIRA.	
	Yes

Baseline Requirement #9 - Status Reports & Claims

Application Acknowledgement:	
I understand that my awarded agency will be required to submit quarterly status reports and claims by July 15th, October 15th and January 31st.	
	Yes

This Form Completed By:

Mr	Stacy Winters	417-366-3800	03/05/2015	willardemd@yahoo.com
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Personnel

Line Item Code:	Name:	Position Title:	Position Status:	Employment Status:	Total Annual Salary:	% of Grant Funded Time:	Total Salary Cost:	Federal Amount:	Match Portion Provided:
1001	Stacy D Winters	EMD	New	Part Time	\$4,160.00	100.0	\$4,160.00	\$2,080.00	\$2,080.00

Personnel Justification

For each position, provide narrative justification.

If you request a new position or an increase for a current position, please explain why it is being requested. How has the agency paid for this expense in the past?

Stacy Winters is paid for his service by contract from the City of Willard that pays him an extra \$2.00 per hour for each pay period. His salary by contract is \$160.00 per pay period.

Personnel Benefits

Line Item Code:	Name:	Indicate the %	Total Benefits:	Federal Portion:	Match Portion Provided:
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		of total benefits:			
2001	Stacy D Winters	11.65	\$300.00	\$150.00	\$150.00

Personnel Benefits Justification

If personnel benefits are included in the budget, provide percentage breakdown by position for each fringe benefit.

Benefits: FICA and Insurance-7.65%

Pension/Retirement-4%

Emergency Operation Center Supplies & Operating Expenses

Line Item Code:	Supply/Operation Type:	Item Name:	Quantity:	Unit Cost:	Total Supply and Operation Cost:	Federal Portion:	Match Portion Provided:
11001	Other (Computer, projector, chair, etc.)	Contract with Greene County OEM	4.0	\$3,996.00	\$15,984.00	\$7,992.00	\$7,992.00
11002	Phone	EM Phone	12.0	\$6.56	\$78.68	\$39.34	\$39.34
11003	Utilities (electric, water, gas, etc.)	EOC Generator fuel and maintenance	1.0	\$50.00	\$50.00	\$25.00	\$25.00
11004	Registration Fees (professional membership dues, conferences, etc.)	SEMA conference fee	1.0	\$67.44	\$67.44	\$33.72	\$33.72

Emergency Operations Center Supplies & Operating Expenses Justification

If supplies or operating expenses are included in the budget, provide justification for each expense. Address why the item is necessary for the proposed project, who will use it, and how it will be used.

General Office Supplies - General basic office supplies needed to perform Emergency Management duties.

Other (Contract with Green County OEM). The City of Willard voted to contract out to the Greene County, Missouri Office of Emergency Management for the following services: Coordinate and write all mitigation planning activities to support local role in County Mitigation plan. Coordinate and write jurisdictional EOP. Coordinate and offer all trainings necessary to fulfill NIMS compliance requirements. Coordinate and offer exercises, following HSEEP guidelines to test local plans and personnel. Coordinate and write after action reports for exercises, outlining a corrective action plan to improve lessons learned. Recommend improvements to local emergency management programs, consistent with other best practices in the area. Represent area municipality at relevant county or regional emergency management meetings.

Phone - The State Emergency Management Agency requires that the local EM Director must be able to be contacted 24/7, a phone (cell phone) is a necessary piece of equipment.

EOC Generator Fuel and Maintenance - The City of Willard currently owns an automatic generator to power our primary EOC. This generator requires regular maintenance and fuel.

Registration/Membership dues: Registration fees for the annual SEMA conference are \$150.00 (Early Bird price). This conference has many great sessions for emergency management professionals to networking and training. MESA membership dues are annual.

Other- Replace non working 800Mhz radio batteries

Emergency Operation Center Office Equipment

Line Item Code:	Item Name:	AEL Category:	Qty:	Unit Cost:	Total Office Equipment Costs:	Federal Portion:	Match Portion Provided:
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Emergency Operations Center Office Equipment Justification

If equipment is included in the budget, provide justification for each expense. Address why the item is necessary for the proposed project, who will use it, and how it will be used.

Travel

Line Item Code:	Item Name:	Category:	Explanation of Other Travel:	Total Cost:	Federal Portion	Match Portion Provided:
9001	Sema Conference	Mileage		\$168.00	\$84.00	\$84.00
9002	Sema Conference	Lodging		\$432.00	\$216.00	\$216.00
9003	Travel to trainings and exercises	Mileage		\$200.00	\$100.00	\$100.00

Travel Justification

If travel is included in the budget, provide justification for each expense. Explain why it is necessary to the success of the proposed project. Include: schedule of travel, duration, location and frequency.

For conferences, identify the location, date(s), and attendee(s) of the conference.

Travel- Attendance at the SEMA conference for networking and training opportunities. The per diem is for lunch and dinner only. Breakfast provided by hotel. Mileage is state allowance. Our office will only incur mileage to attend trainings and exercises.

Total Budget

Personnel	\$2,080.00	\$2,080.00	\$4,160.00
	Federal	Match	Total
Benefits	\$150.00	\$150.00	\$300.00
	Federal	Match	Total
Supplies & Operations	\$8,090.06	\$8,090.06	\$16,180.12
	Federal	Match	Total
Office Equipment	\$0.00	\$0.00	\$0.00
	Federal	Match	Total
Travel	\$400.00	\$400.00	\$800.00
	Federal	Match	Total
Total	\$10,720.06	\$10,720.06	\$21,440.12
	Federal	Match	Total

Certified Application Assurance

To the best of my knowledge and belief, all data in this application is correct and the document has been duly authorized by the governing body of the agency. As the applicant agency, we attest to and will comply with the requirements of the 2015 EMPG grant.

I have read and am familiar with the following documents:

2015 Missouri EMPG Program Manual
2014 Federal EMPG Funding Opportunity Announcement

I have provided copies of these documents to the Authorized Official and Project Director.

Your typed name as the applicant represents your acceptance of the requirements of this application.

Name:* Stacy Winters
Job Title:* EMD
Date:* 03/16/2015

Supplanting

I, as my agency's Authorized Official certify that any funds awarded through the Emergency Management Performance Grant (EMPG) shall be used to supplement existing funds for program activities and will not replace (supplant) non-federal funds that have been appropriated for the purposes and goals of the grant.

Select box to certify understanding:* Yes
Authorized Official Title:* Emergency Management Director
Authorized Official Name:* Stacy Winters
Authorized Official Phone #:* 417-366-3800
Authorized Official Email:* willardemd@yahoo.com
Date Certified:* 03/16/2015

Audit Certification

We have exceeded the federal expenditure threshold of \$750,000 in federal funds during agency's last fiscal year. We will have our Single Audit or Program Specific Audit completed and will submit the audit report within nine (9) months after the end of the audited fiscal year.

Threshold Exceeded?* No

Federal Fund Schedule

Federal Grantor	Pass-Through Grantor	Program Name:	CFDA Number:	Contract Number:	Expenditures:
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Audit Details

Date last audit completed: 04/28/2014
Dates covered by last audit: 01/01/2012 - 12/31/2012
Last audit performed by: Davis, Lynn, Moots PC
Phone number of auditor: 417-882-0904

Upload feature is available outside of the edit mode. Save information in form and then upload previous audit file.

Upload Last Audit* 2013 Audit.pdf

If next audit information known complete remaining questions.

Date of next audit: 03/10/2015
Dates to be covered by next audit: 01/01/2014 - 12/31/2014
Next audit will be performed by: KPM CPA and Advisors

Certified By:

Carolyn
First Name

Halverson
Last Name

CFO
Title

P.O. Box 187

Willard

Missouri

65781-

Address

City

State

Zip Code

417-742-3033

301

cfo@cityofwillard.org

03/16/2015

Telephone

Ext.

Cell Phone

E-mail Address

Date

Other Attachments

File Name	Description	File Size
2014 Cover Page - Willard - Public.pdf (25 KB)	Updated EOP	25 KB
2014 ESF 1 Transportation - Willard - Public Version.pdf (168 KB)	Updated EOP	168 KB
2014 ESF 10 Hazardous Materials - Willard - Public.pdf (534 KB)	Updated EOP	534 KB
2014 ESF 11 Agriculture - Willard - Public.pdf (425 KB)	Updated EOP	425 KB
2014 ESF 12 Energy and Utilities - Willard - Public.pdf (164 KB)	Updated EOP	164 KB
2014 ESF 13 Law Enforcement - Willard - Public.pdf (434 KB)	Updated EOP	434 KB
2014 ESF 14 Long Term Recovery - Willard - Public.pdf (5 KB)	Updated EOP	5 KB
2014 ESF 15 Public Information & Warning - Willard - Public.pdf (606 KB)	Updated EOP	606 KB
2014 ESF 16 Damage Assessment - Willard - Public.pdf (1.8 MB)	Updated EOP	1.8 MB
2014 ESF 17 In-place Protection and Evacuation - Willard - Public.pdf (166 KB)	Updated EOP	166 KB
2014 ESF 18 Domestic Animal Care - Willard - Public.pdf (285 KB)	Updated EOP	285 KB
2014 ESF 19 Donations Management - Willard - Public.pdf (389 KB)	Updated EOP	389 KB
2014 ESF 2 Communications - Willard - Public.pdf (359 KB)	Updated EOP	359 KB
2014 ESF 20 Volunteer Management - Willard - Public.pdf (483 KB)	Updated EOP	483 KB
2014 ESF 21 Military - Willard - Public.pdf (208 KB)	Updated EOP	208 KB
2014 ESF 3 Public Works & Engineering - Willard - Public.pdf (182 KB)	Updated EOP	182 KB
2014 ESF 4 Fire - Willard - Public Version.pdf (844 KB)	Updated EOP	844 KB
2014 ESF 5 Emergency Operations Center - Willard - Public.pdf (894 KB)	Updated EOP	894 KB
2014 ESF 6 Mass Care - Willard - Public.pdf (239 KB)	Updated EOP	239 KB
2014 ESF 7 Resource Management - Willard - Public.pdf (668 KB)	Updated EOP	668 KB
2014 ESF 8 Public Health and Medical - Willard - Public.pdf (245 KB)	Updated EOP	245 KB
2014 ESF 9 Search and Rescue - Willard - Public.pdf (232 KB)	Updated EOP	232 KB
2014 Introduction Guides - Willard - Public.pdf (465 KB)	Updated EOP	465 KB
2014 Restriction Letter - Public Version - Willard.pdf (63 KB)	Updated EOP	63 KB
EM Job Description.pdf (230 KB)	Emergency Management job description	230 KB
Table of Contents - Command.pdf (145 KB)	Updated EOP	145 KB
Table of Contents - Logistics.pdf (143 KB)	Updated EOP	143 KB
Table of Contents - Operations.pdf (145 KB)	Updated EOP	145 KB
Table of Contents - Plans.pdf (141 KB)	Updated EOP	141 KB



AGENDA ITEM #9

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

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

CITY OF WILLARD, MISSOURI

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



RESOLUTION

WHEREAS, The City of Willard, with the assistance from the Springfield-Greene County Office of Emergency Management, has gathered information and prepared the Springfield-Greene County 2015 All-Hazards Mitigation Plan; and,

WHEREAS, the Greene County Hazard Mitigation Plan has been prepared in accordance with FEMA requirements at 44 C.F.R. 201.6; and,

WHEREAS, The City of Willard is a local unit of government that has afforded the citizens an opportunity to comment and provide input in the Plan and the actions in the Plan; and,

WHEREAS, The City of Willard has reviewed the Plan and affirms that the Plan will be updated no less than every five years;

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen that The City of Willard adopts the Springfield-Greene County All-Hazards Mitigation Plan, and resolves to execute the actions in the Plan.

ADOPTED this 10th day of August, 2015 at the meeting of the Board of Aldermen.

Dale Duvall, City Clerk

Corey Hendrickson, Mayor

David Larimore, Ward I

Jamie Buckley, Ward I

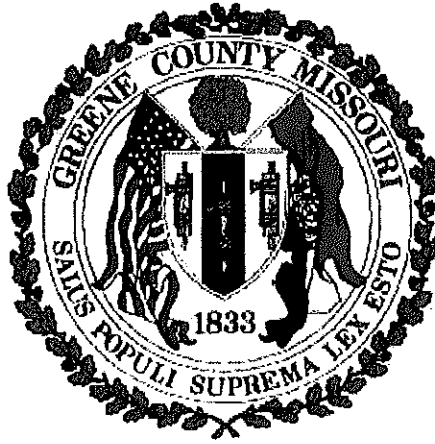
Meredith Reaves, Ward II

Don Lee, Ward II

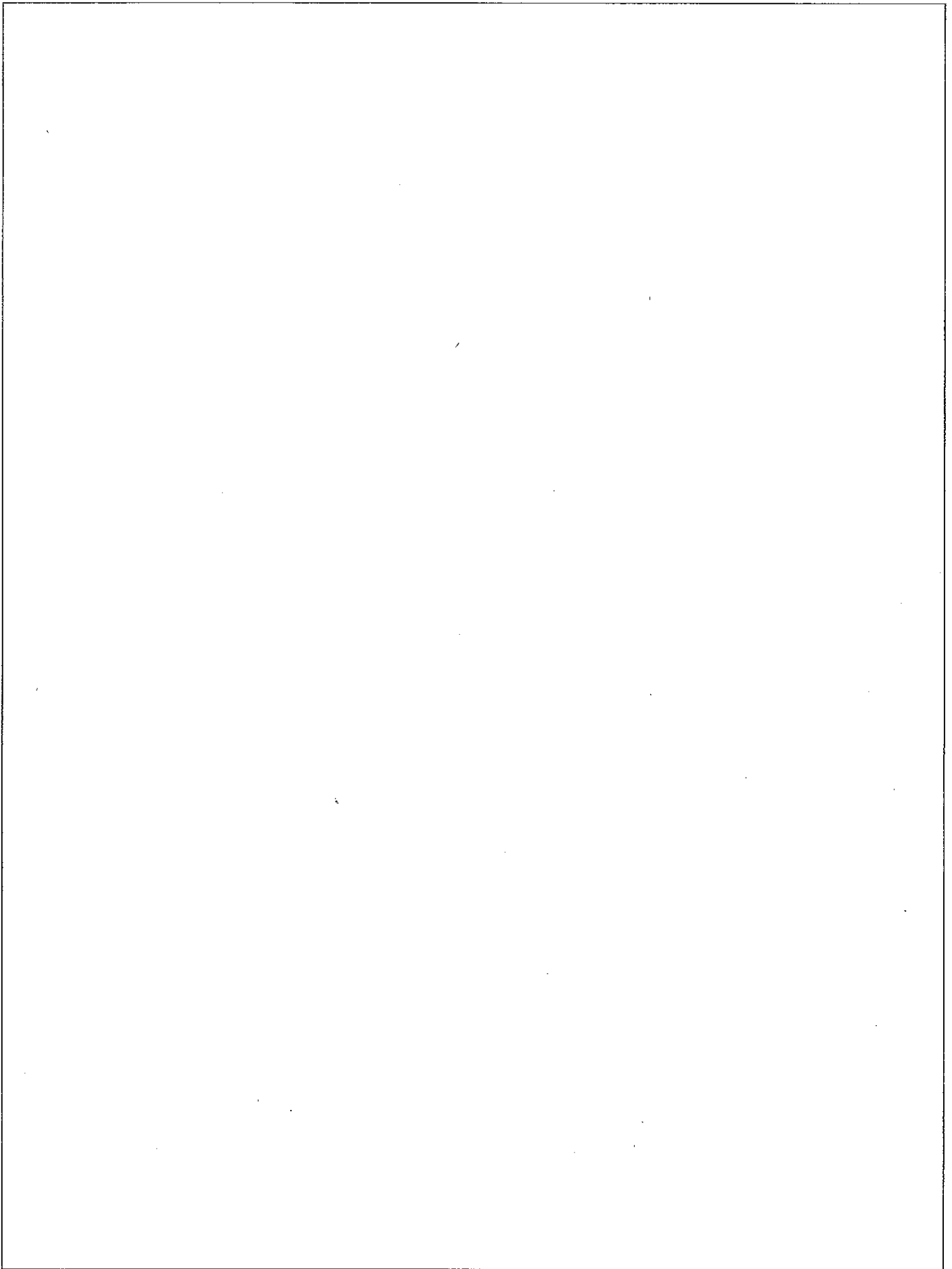
Whitman, Ward III

Michael Barr, Ward III

City Seal



2015-2020
Greene County
Multi-Jurisdictional Hazard
Mitigation Plan



Introduction

Purpose and Process of Development

The 2015 Greene County Multi-Jurisdictional All Hazard Mitigation Plan was prepared by the Local Mitigation Planning Taskforce. This task force included representatives from nine fire protection districts, eight public school districts, two higher education institutions, eight municipalities, and various representatives from the departments in both City of Springfield and Greene County government. The Local Mitigation Planning Task Force met under the terms set for under a grant received from the Missouri State Emergency Management Agency (SEMA).

The Multi-Jurisdictional Hazard Mitigation Plan is the result of a collaborative effort between citizens, businesses, industry, institutions, and voluntary agencies throughout Greene County.

The Plan is a five-year blueprint for the future, aimed at making Greene County, and all the jurisdictions within, disaster resistant by reducing or eliminating long-term risk of loss of life and property from the full-range of natural disasters. This cycle of updates also identifies human-caused and technological hazards that currently, or could potentially, affect Greene County.

Assurance Statements of Compliance with FEMA

This plan meets the requirements of the Disaster Mitigation Act of 2000 (P.L. 106-390); Part 44 of the Code of Federal Regulations, Part 206; and State of Missouri Emergency Management Agency standards. An open public process was established to provide multiple opportunities for all sectors of the community to become involved and provide input during the drafting stage of the planning process.

Basis for Planning Authority

The basis for authority to create a hazard mitigation plan lies in Section 322 of the Robert T. Stafford Disaster Relief and Emergency Act, 42 U.S.C. 5165. This Act was enacted under Section 104 and is the legal basis for FEMA's Interim Final Rule published in the Federal Register on February 26, 2002, (44 CFR §201.6) and finalized on October 31, 2007.

Adoption by Local Governing Bodies

Participation of local jurisdiction is critical to successful mitigation implementation. The Springfield-Greene County Office of Emergency Management has collaborated with local school districts, fire protection districts and municipalities to ensure adoption and implementation of the 2015 Multi-Jurisdictional Hazard Mitigation Plan will occur after the plan has been approved by the appropriate state and federal agencies.

Purpose and Organization of the Plan

In the past, emergency management has focused primarily on responding after a disaster occurs. This was financially inefficient and put communities at risk by ignoring a proactive approach to mitigate the effects of disasters. This proactive approach is found in the mitigation phase, and the hazard mitigation plan is a blueprint for mitigation actions in the community.

The 2015 Multi-Jurisdictional Hazard Mitigation Plan encouraged involvement and participation from more organizations and entities than the 2009 Multi-Jurisdictional Hazard Mitigation Plan. Any jurisdiction wanting to take steps to implement projects to make their own communities more disaster resistant were obligated to participate in the planning process or risk losing access to mitigation funding. The tables below identify the jurisdictions that participated and are included in the 2015 Multi-Jurisdictional Hazard Mitigation Plan.

Incorporated Communities: 2015 Multi-Jurisdictional Hazard Mitigation Plan

City of Ash Grove	City of Battlefield	City of Fair Grove	City of Republic	City of Springfield
City of Strafford	City of Walnut Grove	City of Willard	Greene County	

Fire Protection Districts: 2015 Multi-Jurisdictional Hazard Mitigation Plan

Ash Grove Fire Protection District	Battlefield Fire Protection District	Bois D 'Arc Fire Protection District
Ebenezer Fire Protection District	Fair Grove Fire Protection District	Logan-Rogersville Fire Protection District
Pleasant View Fire Protection District	Strafford Fire Protection District	Willard Fire Protection District

Public School Districts: 2015 Multi-Jurisdictional Hazard Mitigation Plan

Ash Grove School District	Fair Grove School District	Logan-Rogersville School District	Republic School District
Springfield School District	Strafford School District	Walnut Grove School District	Willard School District

Higher Education Institutions: 2015 Multi-Jurisdictional Hazard Mitigation Plan

Missouri State University	Ozarks Technical Community College
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While the plan covers unincorporated areas of Greene County, it does not cover the jurisdictions that did not participate in the planning process. Those jurisdictions are:

- Brookline Fire Protection District;
- Republic Fire Protection District;
- Walnut Grove Fire District;
- West Republic Fire Protection District.

Additionally, the city of Rogersville is part of three counties: Christian, Greene and Webster. Due to their unique geographical situation, the City elected to participate in the Hazard Mitigation Plan with Webster County while the Logan-Rogersville School District and Logan-Rogersville Fire Protection District, as mentioned above, elected to participate in the Greene County Plan.

The jurisdictions listed in the tables above participated in all steps of the planning process. Each Jurisdiction was required to: send a representative to multiple mitigation workshops and planning meetings, and provide needed mitigation planning information to the Office of Emergency Management. If, due to scheduling reasons, a representative was not able to attend a planning meeting, they were encouraged to schedule a one-on-one meeting with OEM staff, or to pursue contact via telephone or email, to obtain the information missed at the meeting. All of the Jurisdictions listed in the Mitigation Plan participated in the planning process to the standards set by the Springfield-Greene County Office of Emergency Management. Jurisdictions that did not participate in the planning process were not included in the Plan. The following spreadsheet(s) was (were) used to track the participation of the Jurisdictions throughout the planning process.

Community Profile: City of Willard



WWW.CITYOFWILLARD.ORG

History

Willard is a growing, vibrant community located six miles northwest of Springfield on U.S. Highway 160. The 2010 Census indicated a population of 5,288. Now in 2014, the estimated population is approximately 5,290 people).

The local city government is composed of an elected Mayor and six Aldermen. The City Administrator, The City Clerk, Municipal Court Clerk, Chief Financial Officer, Chief of Police, Public Works Director, Director of Development, Emergency Management Director, and the Director of Parks and Recreation are appointed by the Mayor with the consent of the Board of Aldermen.

The Board of Aldermen meets at Willard City Hall at 7:00 p.m. on the second and fourth Monday of each month. You can watch and listen to past meetings online at www.cityofwillard.org. Willard City Hall office hours are 8:00 a.m. to 5:00 p.m. Monday through Friday.

Facilities

There are currently 130 businesses and services, including four shopping centers, which serve citizens from Willard and neighboring communities. Willard offers four banks, multiple restaurants and a variety of retail. The professional medical services available locally include four doctors, three dentists, two pharmacies, two chiropractors and two veterinarians. The city has a 60-bed nursing home, a retirement village and one assisted living facility.

The Willard Recreation Center is home to two gymnasiums, the Cox Fitness Center, community room, classroom, and other amenities. The Parks and Recreation Department has over 4,000 youth enrolled between the ages of four and thirteen, in one or more of the following activities; basketball, soccer, baseball, softball, volleyball, swimming, ken-kar, and dance.

The recreation center is joined by other city facilities such as the new Willard Aquatic Center and the Willard Community Building. The lighted city walking trail and the regional Frisco High Line trail are used year round. Lighted softball/baseball fields operate at capacity. The West Willard Soccer Complex opened in the spring of 2009.

Since 1998 the City of Willard has been designated "Tree City USA" by the National Arbor Day Foundation. In 2004, the City was also designated a "Storm Ready" community by the National Weather Service.

Population

Population for the City of Willard

	2013	2010	2000	1990	1980	1970
Willard	5290	5,290	3,193	2,177	1,799	1,018
Greene County	283,870	275,174	240,391	207,919	185,302	152,929

(City of Willard)

Utilities

Water

Water is supplied by the City of Willard. The rate is \$12.00 for the first 1,000 gallons and \$2.25 for every thousand gallons thereafter.

Water Statistics for the City of Willard

Source of City Water	4 Deep Wells
Pumping Capacity	3,456,000 gallons/day
Average Consumption	500,000 gallons/day
Peak Consumption	700,000 gallons/day
Storage Capacity	850,000 gallons/day
Water Use Charge	Yes
Water Chlorination	Yes
Fluoridation	No

(City of Willard)

Sanitary Sewer

This service is supplied by the City of Willard. The commercial base rate is \$22.63 with \$5.05 for every thousand gallons used.

Solid Waste Management

There are five solid waste providers that service the City of Willard.

Electricity

Electricity for the City of Willard is provided by Empire District Electric.

Natural Gas

Missouri Gas Energy provides natural gas for Willard residents.

Local Development Organizations

The City of Willard has an Economic Development Department. Additionally, there is a Chamber of Commerce.

Transportation for Willard, 2015

Air			
Airport Serving Community	Springfield-Branson National Airport	Distance From Willard	5 ½ Miles
Longest Runway	7,000 feet	Surface	Paved
Runway Lighted	Yes	Private Aircraft Storage Available	Yes
Aircraft Maintenance Available	Yes	Fuel Available	Yes
Roads			
Package Delivery Service	Yes	Highway Bus Service Available	No

(City of Willard)

Taxes

The total assessed value of city property in 2015 is \$36,477,945.

2008 Property Tax Levy (per \$100 assessed value)

City of Willard	\$0.5287
R-II School District	\$3.990
Greene County General Revenue	\$0.1074
Greene County Road	\$0.1074
Greene County Library	\$0.2414
Ozark Technical Community College	\$0.1412
Greene County Sheltered Workshop/Senior	\$0.0954
State of Missouri	\$0.0300
Total	\$5.2415
Sales Tax	
City of Willard	2.125%
Greene County Library	1.250%
State of Missouri	4.225%
Total	7.6%

(City of Willard)

Government

There are three representatives from Willard that represent the residents in the State and Federal Government. Jay Wasson is the Missouri Senate, 20th District, representative. The Missouri House, 139th District, is represented by Jered Taylor. Billy Long serves the 7th District in U.S. House of Representatives. Locally, the City of Willard is run by the Mayor, Wendall Forshee, and a board of six Aldermen.

The City of Willard has a police department staffed by ten full time officers and five reserve officers, represented by Police Chief Tom McClain.

Commercial Services

There are four banks, two tax preparation businesses and one savings and loan association in Willard. AT&T is the telephone service company. There is one daily and one weekly paper. While there aren't any radio stations operating out of Willard, residents are able to receive more than 20 stations. Residents can receive five television stations without cable; Mediacom is the cable TV service provider. There is one post office.

There are four shopping centers in Willard. Residents may worship at any of the ten churches within the city limits. Daycare is available through three providers. Willard has one public library.

Recreation

The Willard Recreational Center is an 18,000 square foot facility built in 2003 and is available for rent. It has the following features:

- 17,000 square foot facility with Large Gymnasium (Wood floor;
- 93' x 60'), Small Gymnasium (Mondo floor 82' x 52'), Murray;
- Community Room with Patio and Kitchen (35' x 33' + Patio);
- Conference/Class Room (21' x 21'), Community Building (Capacity 250).

Other Recreation Features

- Cox Fitness Center, 2 Public Parks (22 acres each)
- North Park Nature Trail
- Baseball/Softball fields
- Walking/Fitness Trail (.8 mile asphalt track at South Park)
- Outdoor Basketball Court
- Soccer Fields, Playground
- Picnic Pavilion, Frisco Highline
- Trail (Ozark Greenways)
- Aquatics Center

Health Services

The City of Willard has two clinics. While there isn't a hospital in the city, residents have access to three hospitals approximately 15 miles away from Willard. The following practices are available in Willard for residents and pets:

- Two Chiropractors
- One Optometrist
- Two Dentists
- Two Veterinarians
- Two Physicians

Demographics

Demographics: Household Type, 2010 Census

Families	1,455	Other Families	41
Married Couples	1,136	Single Mothers	227
Married Couples Without Children Under 18	547	Non-Family Households	446
Single Parent Families	319	Persons Living Alone	365

(City of Willard)

Household Income in 2010

Amount	Percent
Less than \$10,000	10.2
\$10,000 to \$14,999	4.3
\$15,000 to \$24,999	6.3
\$25,000 to \$34,999	14.2
\$35,000 to \$49,999	18.0
\$50,000 to \$74,999	19.9
\$75,000 to \$99,999	19.5
\$100,000 to \$149,999	7.6
\$150,000 to \$199,999	0.0
\$200,000 or more	0.0

(City of Willard)

Willard has the highest median household income of any city in Greene County.

Introduction: Hazard Analysis

Hazard Analysis

The Greene County 2015 Hazard Mitigation participants updated the seventeen hazard profiles from the 2010 Mitigation Plan. This process included reviewing each profile, updating with new information from and adding any missing information that was unavailable or not completed in the 2010 Hazard Mitigation Plan. Some of the hazards in the 2010 Mitigation Plan were combined. These hazards have been separated in order to better represent the individual hazards and not the entire event. For example, in the 2010 Mitigation Plan tornadoes, severe thunderstorms, hail, and lightning were all one hazard titled “Tornado, Severe Storms, Hail, Lighting”. The 2015 Mitigation Plan breaks these types of events into separate hazards. Tornadoes are separate from lightning; damaging wind is a stand-alone hazard, and so on. This 2015 Hazard Mitigation Plan adds a third section to our hazards. This addition is titled “Technological Hazards” and will be explained below.

Natural Hazards

There were many changes to our natural hazard section for the 2015 Hazard Mitigation Plan. Weather related events are the most likely hazards to affect the Springfield -Greene County area and placed in separate sub-groups. The natural hazards have been categorized into weather related hazards, and other hazards. In order to capture the hazard and not the event, winter storms were changed to ice and snow and a new profile for extreme cold was added. Weather related hazards have been separated rather than combined to one hazard. Our natural weather hazards are as follows; damaging wind, drought, extreme cold, extreme heat, flood, hail, ice and snow, lightning, and tornado. The other natural hazards consist of: animal disease, communicable disease, earthquake, land subsidence (sinkholes), and wildfire. More details can be found on individual hazard profiles, vulnerabilities, and consequences.

Technological Hazards

A new category for technologically based hazards was added to the 2015 Mitigation Plan. In the 2010 Mitigation Plan, this category was a large part of the human-caused (man-made) hazards. Technological hazards for the 2015 Hazard Mitigation Plan are; airplane crash, cave/mine collapse, dam failure, hazardous materials, power failure, train derailment, and urban conflagration. The research for these new hazards incorporated historical statistics from local, state, national, and international events as well as subject matter experts were used to sufficiently describe how these new hazards are a threat to the Greene County area.

Human-Caused Hazards

The name of this category was changed from man-made hazards to human-caused hazards. This section lost the technological hazards category as it became the third section, and is no longer listed as a human-caused hazard. New hazards that were added to the Mitigation Plan include; targeted violence, cyber, and sabotage. The research for these new hazards incorporated historical statistics from local, state, national, and international events as well as subject matter experts were used to describe how these new hazards are a threat to the Greene County area. Human-caused hazards for the 2015 Hazard Mitigation Plan include biological, chemical, civil unrest, cyber, explosives, nuclear, radiological, sabotage, targeted violence, and waste as hazards.

Levy Failures and Landslides

While some counties within the Southwest Missouri region are at risk for levy failure and landslides, these are not applicable hazards for Greene County. Greene County does not have any levy or major river requiring a levy thereby eliminating levy failure as a hazard. Greene County has also never experienced a landslide and there is no data to suggest that it is an applicable threat. At this time, these two hazards are excluded. Should there be any concerns that develop prior to the next update; the planning committee will ensure the hazards are addressed in the next update process.

Identified Hazards for Greene County

The following table lists all identified hazards that are in or affect Greene County.

Natural	Technological	Human-Caused
Weather: • Damaging Wind • Drought • Extreme Cold • Extreme Heat • Flood • Hail • Ice and Snow • Lightning • Tornado	• Airplane Crash • Cave/Mine Collapse • Dam Failure • Hazardous Materials • Power Failure • Train Derailment • Urban Fire	• Biological • Chemical • Civil Unrest • Cyber • Explosives • Nuclear • Radiological • Sabotage • Targeted Violence • Waste
Other: • Animal Disease • Communicable Disease • Earthquake • Land Subsidence (Sinkholes) • Wildfire		

County Wide Hazards

Due to the limited differences in geography, topography, climate, and infrastructure between the multiple political jurisdictions within Greene County, it was determined that there was no significant variance in the risk and vulnerability to many of the hazards that were identified. Many of the hazards therefore, were analyzed holistically in order to gain a comprehensive picture of the risk and vulnerability of the hazard. Greene County's hazard analysis' and vulnerability studies include all municipalities, fire protection districts, school districts, and higher education institutions. However, all participants were asked to include their own hazard analysis and vulnerability study only if they were different than the Greene County vulnerability. For example; flooding is analyzed for the entire county, but also analyzed for Battlefield, Fair Grove, and other separate jurisdictions. It should be recognized that this separate analysis does not eliminate the county-wide evaluation, and still fall under the same risk. Tornado vulnerability may appear low in some jurisdictions only because a tornado has not hit that particular area, but the risk is still as high as it appears in the Greene County

assessments. One jurisdiction may have a “lower” rating on a particular threat, but the jurisdiction is also part of Greene County; therefore also faces the Greene County vulnerabilities and consequences.

Each hazard profile will identify what jurisdictions have an additional vulnerability and consequence analysis. There are multiple hazards that may include a partially different vulnerability than Greene County. For example; the probability and magnitude/severity may be different, but the warning time and duration are the same as the Greene County vulnerability. In a scenario like this, the warning time and duration will still appear on each jurisdiction’s vulnerability but may say Greene County next to the section if it is the same information as what is found in the Greene County vulnerability.

Hazard Consequence Analysis and Calculated Priority Risk Index (CPRI)

The 2015 Mitigation Plan took a new approach to prioritizing and analyzing the risks associated with Greene County. The following pages provide an explanation and introduction to the methods and reasoning.

Vulnerabilities- Greene County

Risk	Probability	Magnitude/Severity	Warning Time	Duration	CPRI
Flood	4	3	4	3	
Hazardous Materials	4	3	4	2	
Cyber	4	2	4	4	
Damaging Wind	4	3	4	1	
Tornado	4	3	4	2	
Ice and Snow	4	4	1	2	
Communicable Disease	3	3	4	4	
Drought	3	3	4	4	
Animal Disease	1	4	4	4	2.8
Extreme Heat	3	3	1	4	2.8
Airplane Crash	4	1	4	1	2.8
Power Failure	4	3	1	2	2.75
Wildfire	4	3	1	2	2.75
Biological	1	4	4	4	2.65
Chemical	3	2	4	1	2.65
Land Subsidence	3	1	4	4	2.65
Lightning	4	2	1	1	2.65
Civil Unrest	2	3	4	2	2.6
Targeted Violence	2	3	4	1	2.5
Extreme Cold	3	2	1	3	2.4
Urban Fire	1	3	4	2	2.15
Dam Failure	1	3	4	1	2.05
Explosives	2	1	4	1	1.9
Earthquake	1	2	4	1	1.8
Nuclear	1	2	4	1	1.7
Sabotage	1	2	4	1	1.6
Train Derailment	1	2	4	1	1.6
Waste	1	2	4	1	1.4
Cave/Mine Collapse	1	1	4	1	1.5
Radiological	1	1	4	1	1.5

Capability Assessment: City of Willard**Personnel**

City of Willard Personnel Figures

Type of Personnel	Quantity Available
Police Officers	10
Emergency Management Director	1

Equipment

City of Willard Equipment Figures

Type of Equipment	Quantity Available
Patrol Cars	6
Computers	30

Facilities

The City of Willard has the following facilities:

- One Police Station;
- Four Sanitation Areas; and
- One Emergency Operations Center.

Organization

The City of Willard has a Planning and Zoning Director who enforces building codes and ordinances. Willard also has an Emergency Operations Plan and an evacuation route.

Back-Up Systems

There is one back-up server for the City. HAM radio capabilities and 800 MHz radios are used as back-up communication resources.

Projects and Goals: City of Willard

Goal 1: Update and maintain outdated outdoor warning sirens. Add additional warning sirens for larger coverage area.

- **Action 1.1:** Replace outdated warning sirens with new multi-directional sirens, and develop new standard operating procedures for maintaining and inspection of new sirens.

Project Status	Ongoing - Inspections
Progress	Operating procedures have been updated to include monthly inspection of storm siren functionality along with timely repairs. No new sirens have been installed due to budget restraints.
Objectives	○ Replace outdated warning sirens with newer multi-directional sirens. ○ Add additional sirens to reach a larger population. ○ Maintenance and inspection program.
Coordinating Organizations	City of Willard, Willard Emergency Management, Springfield-Greene County Office of Emergency Management
Priority Rank	High
Priority Timeline	1-3 years
Type of Strategy	Emergency Services
Potential Funding Sources	Internal, Government Program Funding, Private Funding
Evaluation	Replacement of Sirens and feedback from citizens
Hazards	All

Goal 2: Develop and implement mitigation measure that focus on building, modifying or retrofitting buildings and other structures to minimize the effects of natural hazards on them and their occupants.

- **Action 2.1:** Flood Control Programs

Project Status	Ongoing (No End Date)
Progress	Several storm water run-off improvements have been made along the 160 Highway corridors within the city limits of Willard. Future growth in this area is expected and will show signs of Storm water run-off improvements in both commercial and residential areas.
Objectives	○ Enhance flood prevention by improving flood control programs
Coordinating Organizations	Greene County Building Regulations, Greene County Highway Department, City Public Works
Priority Rank	Medium
Priority Timeline	Continuous
Type of Strategy	Life and Property Protection, Infrastructure Projects, Natural Resource Protection
Potential Funding Sources	Government Program Funds
Evaluation	Completed Projects
Hazards	Flooding

Goal 3: Reduce the city of Willard's vulnerability to extreme heat by 50% over the next year.

- **Action 3.1:** Reduce vulnerability of population with increased risk to medical complications secondary to extreme heat.

Project Status	Ongoing- Promoting Awareness
Progress	A list was made and is housed with the Willard Emergency Manager & Fire Department Staff use the list as needed.
Objectives	- o Update existing list - o Community building to be used as cooling station - o Search and identify all local citizens that have an increased risk factor for medical complications. - o Create a volunteer program that can assist in monitoring the vulnerable population identified.
Coordinating Organizations	City of Willard, Willard Emergency Management, Willard Fire
Priority Rank	N/A
Priority Timeline	N/A
Type of Strategy	Prevention, Emergency Funding
Potential Funding Sources	Internal Funding
Evaluation	List of Identified Citizens & Program Outlined
Hazards	Extreme Heat

- **Action 3.2:** Support annual campaign advertisement for Extreme Heat awareness

Project Status	Ongoing- Continued Promotion
Progress	Education is dispersed and cooling centers are opened and advertised
Objectives	o Support annual campaign advertisement for Extreme Heat awareness
Coordinating Organizations	City of Willard, Willard Emergency Management
Priority Rank	N/A
Priority Timeline	N/A
Type of Strategy	Public Information
Potential Funding Sources	Internal Funding
Evaluation	Educational Material Distributed Seasonally
Hazards	Extreme Heat

Goal 4: Reduce the potential damage caused by flooding likely to strike the local area by 50%.

- **Action 4.1:** Reduce the vulnerability of flooding damage to existing private and public structures.

Project Status	Research- Ongoing
Progress	Willard Public Works conducted smoke tests to assess the sewer system, analyzed the results and created a plan. Several sub divisions in Willard have been smoke tested. Several areas have been identified and are on schedule to be completed. Willard was awarded Grant from DNR for sewer system assessment. Willard is currently waiting on the funding from DNR.
Objectives	○ Conduct a city-wide analysis of the sewer system, assessing for causes of sanitary sewer overflows caused during flooding events ○ Create a financial and intervention plan for reducing risk for sanitary sewers overflowing during flooding events as recognized by sewer system analysis ○ Promote environmentally sound watershed and stormwater practices to decrease flash flooding
Coordinating Organizations	City of Willard, Willard Emergency Management, Willard Public Works
Priority Rank	N/A
Priority Timeline	N/A
Type of Strategy	Prevention, Natural Resource Protection
Potential Funding Sources	Internal Funding, Governmental Program Funding
Evaluation	Documentation of Analysis Results & Plan Created
Hazards	Flooding

Goal 5: Reduce the City of Willard's vulnerability to tornadoes/severe thunderstorms by 50% over the next 5 years.

- **Action 5.1:** Maintain and improve sufficient warning system as growth and development occur.

Project Status	Ongoing- Promotion (No End Date)
Progress	The area of greatest need has been identified, and the warning system has been acquired; however funding is still needed to install the system. Due to budget restraints for new sirens Willard has initiated a weather radio program targeted for this area. Future funding opportunities are still being researched.
Objectives	○ Identify future development areas in need of additional warning systems ○ Acquire warning equipment for current areas identified outside the warning area and future development areas to be identified ○ Promote NOAA Weather radios with annual city sponsored purchase campaign
Coordinating Organizations	City of Willard, Willard Emergency Management
Priority Rank	N/A
Priority Timeline	N/A
Type of Strategy	Emergency Services
Potential Funding Sources	Internal Funding
Evaluation	Warning Coverage Maps & areas defined & Warning Equipment Established and Installed
Hazards	Tornadoes/ Severe Thunderstorms

- **Action 5.2:** Increase public education of specific tornado mitigation activities that can be done.

Project Status	Ongoing- Promotion (No End Date)
Progress	A plan for a safe room is still in effect, Information on tornadoes & severe thunderstorms is disseminated in Ready-in-3 information, and the Emergency Management Office also does presentations to schools and businesses.
Objectives	○ Promote an awareness campaign on tornado hazards, their consequences, and the steps that can be taken to reduce risk ○ Develop and apply incentives to encourage businesses, homeowners and others to implement risk reduction measures. ○ Create and carry out a plan to assist and establish safe rooms to be available at both mobile home parks within the City of Willard
Coordinating Organizations	City of Willard, Willard Emergency Management
Priority Rank	High
Priority Timeline	1-3 years
Type of Strategy	Emergency Services, Public Information
Potential Funding Sources	Internal Funding, Governmental Program Funding
Evaluation	Completed Safe Room, Dissemination of Educational Materials
Hazards	Tornadoes/ Severe Thunderstorms

Goal 6: Reduce the city of Willard's vulnerability to wildfires by 50% over the next 5 years.

- **Action 6.1:** Improve city-wide fire hydrant capabilities

Project Status	Ongoing- Near Completion
Progress	Willard Public Works is currently working with Willard Fire to complete this project
Objectives	○ Create a planning taskforce for specific improvements of the water infrastructure within the City for increased fire-hydrant capabilities. Several new hydrants have been installed in residential and commercial areas with new construction and a plan has been established to repair or replace any non-working hydrants with hydrant repair kits or new hydrants in the older parts of the city.
Coordinating Organizations	City of Willard, Willard Emergency Management, Willard Fire
Priority Rank	N/A
Priority Timeline	N/A
Type of Strategy	Emergency Services
Potential Funding Sources	Internal Funding, Private Funding
Evaluation	Completed Plan
Hazards	Wildfire



AGENDA ITEM #10

Acceptance of the Small Cities Engineering Resolution.

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

RESOLUTION OF GOVERNING BODY OF APPLICANT
RESOLUTION NO. _____

Resolution authorizing the filing of an application with the Missouri Department of Natural Resources, Small Community Engineering Assistance Program under the Missouri Clean Water Law (Section 644, RSMo).

WHEREAS under the terms of the Missouri Clean Water Law, Section 644, Revised Statutes of Missouri, the State of Missouri has authorized the making of loans and/or grants to authorized applicants to aid in the development of specific public projects.

NOW, THEREFORE, be it resolved by _____
(governing body of applicant)

1. That _____ be and he/she is hereby authorized to execute and
(designated official)
file an application on behalf of _____
(legal name of applicant)
with the State of Missouri for a loan and/or grant to aid in the development of:

(brief project description)

2. That _____,
(name of authorized official) _____ (title)

he/she is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by law or regulation, and to receive payment on behalf of the applicant.

CERTIFICATE OF RECORDING OFFICER

The undersigned, duly qualified and acting _____ of the
(title of officer)

_____, does hereby certify: That the attached resolution is a
(legal name of applicant)

true and correct copy of the resolution adopted at a legally convened meeting of the

_____ held on the _____ day of _____,
(name of the governing body of applicant)

_____; and further that such resolution has been fully recorded in the journal of proceedings and

records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____.

(signature of recording officer)

(title of recording officer)

CITY SEAL



AGENDA ITEM #11

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.

This item is sponsored by the Chief of Police and the City Administrator.

Due to the due date, 1st and 2nd read is being presented.

JAMIE BUCKLEY

LARRY WHITMAN

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

YES

NO

ABSTAINED

MEREDITH REAVES

DAVID LARIMORE

MICHAEL BARR

DON LEE

JAMIE BUCKLEY

LARRY WHITMAN



Notice of Eligibility and Statement of Work

MoDOT's Traffic and Highway Safety Division
has identified Willard Police Dept. as eligible to participate in:

DRIVE SOBER OR GET PULLED OVER DWI ENFORCEMENT CAMPAIGN

The UCM Subaward/Subcontract agreement commits a specific funding level for your agency to use for reimbursement of actual overtime salary and fringe up to the Maximum Reimbursable Amount, listed below. Full-time, part-time and reserve officers are eligible to participate in overtime enforcement campaigns. Part-time and reserve officers must have the same authority as a full-time permanent officer.

Those officers conducting standardized field sobriety testing must have 24 hours of SFST training to participate in grant funded enforcement efforts.

* Please note the Maximum Reimbursement Amount

DRIVE SOBER OR GET PULLED OVER	*Maximum Reimbursement Amount
Aug. 21 through Sept. 7, 2015	\$500

Participation in this enforcement campaign requires that your agency:

- Complete the highlighted sections of the UCM Subaward/Subcontract Agreement to include:
 - Agency Federal Tax I.D. #
 - Agency Address
 - The required TWO DIFFERENT signatures. (These are typically a Chief, Sheriff or Authorized Official AND the Enforcement Administrator for your department)
- The TWO signatures on the submitted UCM Subaward/Subcontract Agreement must match the TWO signatures that will appear on the Overtime Enforcement Manpower Report Form. If there is an issue with obtaining the same signature/s, a memo must be submitted explaining the reason for the difference.
 - If the "Authorizing Official" also works the enforcement campaign a different authorizing official would need to sign the Overtime Enforcement Manpower Report Form then a memo must be submitted explaining the reason for the difference in signatures between the UCM Subaward/Subcontract Agreement and the Overtime Enforcement Manpower Report Form. The Authorizing Official cannot approve THEIR-OWN hours worked.
- Return (fax to 660-543-4482, or scan then email) the completed UCM Subaward/Subcontract Agreement, **no later than AUGUST 21, 2015** to:
 - Mindy Sergent, email: sergent@ucmo.edu; Fax: 660-543-4482, Phone: 800-801-3588 / 660-543-4392**
- Upon receipt of the completed UCM Subaward/Subcontract Agreement your agency will receive an email message including the following enforcement documents:
 - Pre & Post News Release Examples
 - Overtime Enforcement Manpower Report Form
 - Enforcement Statistics Form
 - Highway Safety On-Line Mobilization Reporting Instructions
- Notice – Upon campaign completion, the Overtime Enforcement Manpower Report Form must to be submitted to the Missouri Safety Center by the deadline of **NO LATER THAN OCTOBER 16, 2015.** (*Overtime Enforcement Manpower Report Forms submitted beyond the reporting deadline may not be reimbursed.*)

On behalf of Missouri Department of Transportation's Traffic and Highway Safety Division and the Missouri Safety Center we appreciate your willingness to assist in making our roadways safer for all.

University of Central Missouri Subaward/Subcontract Agreement			
Institution/Organization ("UNIVERSITY") Name: University of Central Missouri Address: Missouri Safety Center Humphreys, Suite 200 Warrensburg, MO, 64093		Willard Police Dept. ("COLLABORATOR") Agency Federal Tax I.D. #: _____ Agency Address: _____ _____	
Source Awarding Agency (if applicable): Missouri Department of Transportation, Traffic & Highway Safety Division		CFDA No. (if applicable): 20.616	
Period of Performance: Aug. 21 through Sept. 7, 2015		Amount of Award: \$500	
Project Title: Drive Sober or Get Pulled Over DWI Enforcement			
Terms and Conditions			
University hereby awards a cost reimbursable contract, as described above, to Collaborator. The statement of work and budget for this contract are shown in the Notification of Eligibility. In its performance of work under the terms of this agreement, Collaborator shall be an independent entity and not an employee or agent of University.			
1) All invoicing and reporting will follow the guidelines and restrictions as set out in the attached statement of work. By signing this form you agree to abide by the terms set forth in the statement of work and comply with all requirements therein. 2) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator. 3) Matters concerning the technical performance of this agreement, no cost extensions, a request or negotiation of any changes in terms, conditions, or amounts, and any changes requiring prior approval, should be directed to University's project director as noted in the signature block of this form. Any such changes made to this agreement require the written approval of each party's Authorized Official. 4) Each party shall be responsible for damages resulting from the wrongful or negligent acts or omissions of each respective party's employees, agents, and/or representatives for risks, losses, and circumstances occurring during or arising out of the provision of services in this agreement. By so agreeing, the University is not waiving its sovereign immunity as provided by RSMo Section 537.600, nor is it waiving any of the protection afforded it as a quasi-public body of the State of Missouri. Rather, the University agrees to be responsible hereunder only to the extent that it would otherwise be liable under the provision of RSMo Section 537.600. 5) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact. If applicable, University shall pay Collaborator for termination costs as allowable under OMB Circular A-87, OMB Circular A-21, OMB Circular A-122, or the Federal Acquisition Regulation, whichever applies. 6) This agreement is subject to the terms and conditions of the Prime Award, Project No. 15-M5HVE-03-035, and other special terms and conditions included in pages 2-10 of the contract between the Missouri Highways and Transportation Commission and the University of Central Missouri, attached as Appendix A. 7) This agreement shall be governed and construed in accordance with the laws of the State of Missouri. 8) By signing below Collaborator certifies and assures: a. It is compliant with 41 CFR Chapter 60 as defined by the U. S. Department of Labor b. It is compliant with OMB Circular A-102 c. It complies with OMB Circular A-133 and it will notify University of completion of required audits and of any adverse finding which impact this subaward. d. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Collaborator, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. e. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Collaborator shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the University. f. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.			
Authorized Organizational Representative of UNIVERSITY: 		*Chief, Sheriff or Authorized Official of COLLABORATOR: Signature: _____ Title: _____	
Dr. Michael J. Grelle, Vice Provost, Academic Programs & Services Phone: 660-543-4264 Email: osp@ucmo.edu	07/16/2015 Date	Print name: _____	Date
Project Director of UNIVERSITY: 	*Enforcement Administrator of COLLABORATOR: Signature: _____ Title: _____		
Mr. Terry J. Butler, MSC, Project Director Phone Number: 800-801-3588	07/16/2015 Date	Print name: _____	Date
Email: sergent@ucmo.edu		Agency Phone Number: _____ Agency Email Address: _____	

CONTRACT CONDITIONS - PAGE 2

IN ORDER TO RECEIVE FEDERAL FUNDING, THE GRANTEE AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

I. RELATIONSHIP: The relationship of the Grantee to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Grantee shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Grantee.

II. EQUIPMENT

A. PROCUREMENT: Grantee may use its own procurement regulations which reflect applicable state/local laws, rules and regulations provided they adhere to the following:

1. Equipment with a cost of \$3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
4. Grantees shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
5. If for some reason the low bid is not acceptable, the Grantee must have written approval from the MHTC prior to bid approval and purchase.
6. Grantees will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.

B. DISPOSITION: The Grantee shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. Grantee must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.

C. REPLACEMENT: No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the grantee's previous twelve months authorized strength.

III. FISCAL RESPONSIBILITY

A. MAINTENANCE OF RECORDS: The Grantee agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Grantee further agrees that the Missouri Department of Transportation (MoDOT) Traffic and Highway Safety (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Grantee pertaining to this contract and further agrees to maintain such books and records for three years after the date of final project disposition.

B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE: The MHTC agrees to reimburse the Grantee for accomplishment of all authorized activities performed under this contract. Reimbursement proceeds: Grantee will be responsible for the required supporting documentation no later than 30 days after the end of the contract period.

C. ACCOUNTING: The Grantee shall maintainings will be initiated upon the receipt of a claim voucher and supporting documentation from the Grantee, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the contracting official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Final payment is contingent upon receipt of final voucher. All audit documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Grantee must document the following: (1) Receipt of federal funds, (2) date and amount paid to officers, (3) officer's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

D. OMB AUDIT: If the Grantee expends five hundred thousand dollars (\$500,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with OMB Circular A-133. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of OMB Circular A-133, if the Grantee expends less than five hundred thousand dollars (\$500,000) a year, the Grantee may be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities. Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

IV. TERMINATION: If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Grantee shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Grantee or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Grantee or its subcontractor under the provisions of this contract. The Grantee and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

V. STATUTORY REQUIREMENTS

A. COMPLIANCE: The Grantee must comply with the following Statutes or Rules:

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
2. Statewide Traffic Accident Records System (STARS) 43.250 RSMo-Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
3. Uniform Crime Reporting RSMo 43.505-Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS
4. Racial Profiling RSMo 590.650-Law enforcement agency to file a report to the Attorney General each calendar year

CONTRACT CONDITIONS - PAGE 3

VI. PRODUCTION & DEVELOPMENT COSTS: Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Traffic and Highway Safety funding supported this effort. Examples may include, but are not limited to print materials; incentive items; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

VII. INDEMNIFICATION: Option 1 below only applies to Cities, Counties and political subdivisions of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

OPTION 1:

- A. To the extent allowed or imposed by law, the Grantee shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's wrongful or negligent performance of its obligations under this Agreement.
- B. The Grantee will require any contractor procured by the Grantee to work under this Agreement:
 - 1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and
 - 2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
- C. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

OPTION 2:

The Grantee shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's performance of its obligations under this Agreement.

VIII. AMENDMENTS: The Budget Proposal within this Agreement may be revised by the Grantee and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered. Prior to any revision being made to the Budget Proposal, Grantee shall submit a written request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Grantee and the MHTC.

IX. MHTC REPRESENTATIVE: The MoDOT Traffic and Highway Safety Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement. The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.

X. ASSIGNMENT: The Grantee shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.

XI. LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Grantee shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

XII. VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

XIII. SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

XIV. NONSEGREGATED FACILITIES

(Applicable to contracts over \$10,000) Grantee and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

XV. FUNDING ORIGINATION AND AUDIT INFORMATION

The National Highway Traffic Safety Administration (NHTSA) funds the following program areas:

Section	CFDA#	Program Title
402	20.600	State and Community Highway Safety Programs
410	20.601	Alcohol-Impaired Driving Countermeasures Incentive Grants I
154	20.607	Alcohol Open Container Requirements
164	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated
408	20.610	State Traffic Safety Information System Improvement Grants
1906	20.611	Incentive Grant Program to Prohibit Racial Profiling
2010	20.612	Incentive Grant Program to Increase Motorcyclist Safety
2011	20.613	Child Safety and Child Booster Seats Incentive Grant
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs

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- XVI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)** The State will comply with FFATA guidance, *OMB Guidance on FFATA Subaward and Executive Compensation Reporting*, August 27, 2010, (https://www.fsrc.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRG.gov for each sub-grant awarded:
- Name of the entity receiving the award;
 - Amount of the award;
 - Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
 - Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
 - A unique Identifier (DUNS);
 - The names and total compensation of the five most highly compensated officers of the entity if:
 - The entity in the preceding fiscal year received-
 - 80 percent or more of its annual gross revenues in Federal awards;
 - \$25,000,000 or more in annual gross revenues from Federal awards; and
 - The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78n(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
 - Other relevant information specified by OMB guidance.

XVII. NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

XVIII. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- Establishing a drug-free awareness program to inform employees about:
 - The dangers of drug abuse in the workplace.
 - The grantee's policy of maintaining a drug-free workplace.
 - Any available drug counseling, rehabilitation, and employee assistance programs.
 - The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 - Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - Abide by the terms of the statement.
 - Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.
- Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-
 - Taking appropriate personnel action against such an employee, up to and including termination.
 - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

XIX. BUY AMERICA ACT

(applies to subrecipients as well as States)

The State will comply with the provisions of the Buy America Act (49 U.S.C. 5323(f)), which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

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XX. POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XXI. CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements. The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance with Federal Register /Vol. 78, No. 15 /Wednesday, January 23, 2013 /Rules and Regulations 5027 was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XXII. RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

XXIII. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 48 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

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9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. *Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions*

a. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

- (i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (ii) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
- (iii) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (iv) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

b. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 20. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause with 6028 Federal Register / Vol. 78, No. 15 / Wednesday, January 23, 2013 / Rules and Regulations "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

XXIV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING:

Agencies offering the MHTC-funded courses must adhere to the following standard elements required for training contracts.

A. A course schedule must be presented to the MHTC program coordinator at least 30 days prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda or syllabus. Any changes to the course schedule must have prior approval from the MHTC.

B. Evaluation will be a 2-step process to include:

1. Student Evaluation of the training

- a. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.
- b. The evaluation form must be developed by the grantee and approved by the MHTC prior to use.

CONTRACT CONDITIONS - PAGE 7

2. Instructor evaluation of the students' comprehension and understanding of the material presented.

C. The grantee must provide a sign-up sheet for every class—a typed list of everyone who registered is not acceptable. The sign-up sheet must capture the following information:

1. Title of the class
2. Date(s) and location of class
3. Name of attendees
4. Signature of attendees
5. Business address, telephone number and/or email address of each attendee

D. Every effort should be made to enroll a minimum of fifteen (15) students per class.

E. Copies of the student evaluations, instructor evaluations, number of students enrolled/number of students attending, and participant sign-up sheets must be submitted to MHTC not later than thirty (30) days after the training has been conducted.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY:

A. PROBLEM IDENTIFICATION

Agency must develop a selected traffic enforcement plan by evaluating crash data involving fatal, disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts. Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts.

B. PROJECT ACTIVITIES

1. Enforcement activities by the agency must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
2. Officers will be permitted and encouraged to issue multiple citations and/or written warnings to drivers who have committed several violations.
3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
4. Agency should report monthly or at least quarterly to MHTC using the *Grant Enforcement Activities Monthly Report Form*.
5. Agency is strongly encouraged to participate in all national or state mobilization efforts in conjunction with, or at the direction of, the Traffic and Highway Safety Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, impaired driving campaign, youth seat belt enforcement campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: www.modot.mo.gov/safety.
6. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.
7. The Grantee will not be eligible for reimbursement for any individual law enforcement officer working under this grant in excess of 40 hours for any two week pay period. The Grantee will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

C. PARTNERSHIPS

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the general meetings and annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact (traffic safety task force).

D. ALLOWABLE COSTS

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects. Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Grantee at officer's standard rate of pay in accordance with Grantee policies and procedures regarding standard rate of pay and overtime rate of pay. The Grantee will not be reimbursed at the overtime rate for work that according to Grantee's own policies and procedures does not constitute overtime. Non-POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

Exceptions to allowable costs may be made with prior written permission of the MHTC.

E. DRUNK DRIVING ENFORCEMENT PROJECTS

1. Those officers conducting standardized field sobriety testing must have 24 hours of Standardized Field Sobriety Test training to participate in grant funded enforcement efforts.
2. Agency should participate in quarterly enforcement efforts and the national impaired driving crackdown held annually.

F. SOBRIETY CHECKPOINTS

1. The MHTC will fund enforcement agencies to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program.
2. Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.
3. Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

PROBLEM IDENTIFICATION

Alcohol and other drugs contribute significantly to traffic crashes on Missouri's roads, particularly those resulting in death or disabling injury. From 2010 through 2013, 603,396 traffic crashes occurred in the state and of those 22,316, or 3.7%, had alcohol or drugs reported as a contributing factor in the crash. In these alcohol/drug involved crashes, 10,095 of the fatal and personal injury crashes were alcohol involved and 2,221 were drug involved. Of the 10,095 alcohol involved crashes, 780 people were killed and 3,078 received disabling injuries. It also is important to note that impaired driving is under-reported as a contributing factor in traffic crashes. This under-reporting is due, in part, to drivers undergoing injuries sustained from crashes without being tested for blood alcohol content. Also, some forms of drug impairment may escape the attention of the officers on the scene.

Young drivers under the age of 21 make up a significant proportion of impaired drivers of motorized vehicles causing traffic crashes on Missouri roadways. Of the 18,234 traffic crashes involving a drinking driver from 2010 to 2012, drivers under the age of 21 accounted for 2,473 of those crashes, or 13.5%. Of the 2,473 drinking driver involved traffic crashes, there were 191 fatal crashes and 231 disabling injury crashes. This is especially significant when you consider it is illegal for someone under 21 to possess or consume alcohol in Missouri.

Within Missouri's Blueprint to Save More Lives 2012-2016 there exists a key substance-impaired driver strategy for law enforcement which is to, "Increase law enforcement participation in Driving While Intoxicated (DWI) enforcement and specialized mobilization efforts; and encourage multi-agency initiatives and task forces to identify target locations, times, etc. for enforcement efforts."

In addition, Missouri's "2013 Highway Safety Plan" included the following law enforcement strategies regarding alcohol and other drugs:

- Increase participation in statewide multi-jurisdiction mobilization enforcement efforts
- Provide funding for alcohol saturation enforcement teams, DWI Task Forces, sobriety checkpoints, quarterly impaired driving mobilizations, overtime salaries for Breath Alcohol Testing (BAT) van operations, and maintenance for BAT vans.

A need exists to assist the Traffic and Highway Safety Division of MoDOT to encourage increased law enforcement participation in DWI enforcement and specialized mobilization efforts.

GOALS/OBJECTIVES

Goal:

Increase law enforcement participation in Missouri DWI enforcement campaigns to effectively deter, identify, arrest and adjudicate alcohol and other drug impaired drivers.

Objective:

Provide targeted law enforcement agencies with the resources to fund full, part-time and reserve officer overtime pay for their DWI enforcement and special mobilization efforts. These resources will be in the form of sub-award grants to law enforcement agencies identified by the Traffic and Highway Safety Division of MoDOT (THSD).

PROJECT DESCRIPTION

The Missouri Safety Center will help encourage law enforcement agencies to participate in the State's DWI enforcement and special mobilization efforts through sub-award grants to law enforcement agencies, selected by the Traffic and Highway Safety Division at MoDOT. Other enforcement campaigns, as well as additional agencies, may be added or removed based on available funds and guidance from the THSD.

These overtime funds will be used to encourage law enforcement agencies to increase their DWI enforcement efforts during the following campaigns:

- Holiday DWI enforcement campaign (Dec., 2014),
- St. Patrick's Day weekend DWI enforcement campaign (March, 2015),
- Youth Alcohol enforcement campaign (May, 2015),
- Fourth of July enforcement campaign (July, 2015), and
- "Drive Sober or Get Pulled Over" DWI enforcement campaign (August - September, 2015).

Personnel: The Missouri Safety Center will provide one full-time Support Staff, Office Professional, [REDACTED] at **40% of total salary and fringe [REDACTED] to manage this project (additional enforcement grants [CIOT, CPS and Youth Seatbelt] account for 60% of this individual's salary and fringe [REDACTED]). Upon receipt of the THSD enforcement database which includes the identified law enforcement agencies and their individual funding amounts, the Missouri Safety Center will:

- E-mail invitations and sub-award grant contracts to all designated agencies,
- Either by phone or electronically make a minimum of two contacts to those agencies that did not respond by the established deadline and determine their participation status, and inform Traffic and Highway Safety Division representative,
- E-mail the participation and informational documents to law enforcement agencies upon receipt of their signed contracts indicating their desire to participate,
- Receive, upon completion of the enforcement effort, the agency Manpower Report Form indicating the number of officers and hours worked for reimbursement,
- Receive, upon completion of the enforcement effort, departmental documentation for verification of officer(s) overtime payment,
- Make, as needed, additional contacts to those agencies that have not submitted their Manpower Report Form by the established deadline,
- Verify the participating agency has submitted their Enforcement Statistics Reports via the Traffic and Highway Safety Division Online Mobilization Reporting system,
- Verify the Manpower Report Form and requested reimbursement amounts are accurate and within the contract specifications, approve, and process for payment,
- Submit a report and reimbursement voucher to the Traffic and Highway Safety Division at MoDOT upon completion of the enforcement effort,
- Submit back to Traffic and Highway Safety the updated databases.

*Salary/fringe figures are based on current amounts with a projected 2% cost-of-living salary only increase. UCM does not announce COL increases until 7/1/2014.

**Based on an audit of the time spent by this support staff person managing all of the enforcement grant contracts, it was determined that she spends 40% of her time on the statewide DWI grant, not 20%. In effect the statewide DWI grant is five individual enforcement campaigns in one, each taking approximately the same amount of time as the CIOT, CPS or Youth Seatbelt enforcement grants take.



AGENDA ITEM #12

Ordinance accepting the contract between Commerce Bank and the City of Willard for Direct Deposit Services.

(1st and 2nd Read). Discussion/Vote.

This item is sponsored by the Chief Financial Officer and the City Administrator.

Due to the start of Incode, 1st and 2nd read is being presented.

First Reading: 08-10-2015

Second Reading: 08-10-2015

Council Bill No.: _____

Ordinance No.: _____

AN ORDINANCE

ACCEPTING the proposal of Commerce Bank to provide ACH Services for the City of Willard, Missouri, and authorizing the Mayor to execute all necessary documents, on behalf of the City of Willard, to accept the proposal and declaring it an emergency.

WHEREAS, the City of Willard has selected Commerce Bank to provide ACH Services as itemized in detail in Exhibit "A" as attached hereto;

WHEREAS, the City of Willard, Missouri did advertise and seek proposals from qualified firms for the purpose of providing ACH Services, and

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 Commerce Bank to provide ACH 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 Corey Hendrickson

ATTEST: _____, City Clerk

Approved as to form: _____, City Attorney

READ TWO (2) TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE 10th DAY OF August 2015.

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

YES

NO

ABSTAINED

MEREDITH REAVES

DAVID LARIMORE

MICHAEL BARR

DON LEE

JAMIE BUCKLEY

LARRY WHITMAN

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

YES

NO

ABSTAINED

MEREDITH REAVES

DAVID LARIMORE

MICHAEL BARR

DON LEE

JAMIE BUCKLEY

LARRY WHITMAN

AUTOMATED CLEARING HOUSE Service Agreement



Company Name: City of Willard

Company ID #: 43-0890176

1. **Service.** Commerce Bank's ACH Service ("Service") is described in the related Service Manual and Company acknowledges receipt of such Service Manual. The Service Manual contains procedures and other information relating to this Service, which are to be followed by both Company and Commerce Bank, as applicable.

2. **Security Procedures.** The following standard security procedures are provided by Commerce Bank. The security procedures relating to a particular type of ACH service are described in the related Service Manual.

- Authorized Representatives
- File Total Verification
- Acknowledgments
- User ID/Passwords (Commerce Connections and Transmissions)
- Dual Approval (Commerce Connections)
- Maximum Amounts (for Commerce Connections customers only - please complete appropriate documentation)

3. **Security Contact.** The Security Contact is responsible for maintaining compliance with security procedures, and notifying Commerce Bank of known or suspected breaches in security, of changes in authorized representatives, and of other security related matters.

Name

Title

Telephone

1. _____

4. **Company Internet Security Procedures (WEB).** If Company originates Internet-Initiated (WEB) entries, Company will establish a secure Internet session with each Receiver utilizing a commercially reasonable security technology providing a level of security that, at a minimum, is equivalent to 128-bit encryption technology prior to the Receiver's key entry of any banking information, including but not limited to, the Receiver's financial institution routing number, account number, and PIN number or other identification symbol.

Company shall conduct an annual WEB audit to ensure that the financial information it obtains from Receivers is protected by security practices and procedures that include, at a minimum, adequate levels of (1) physical security to protect against theft, tampering, or damage, (2) personnel and access controls to protect against unauthorized access and use, and (3) network security to ensure secure capture, storage, and distribution. **Company shall provide to Commerce an executed copy of its Annual NACHA Website Security Audit Certification Letter no later than December 31 of the current calendar year. Commerce Bank reserves the right to obtain a copy of the Company's annual audit.**

If at any time the Company's website is breached and customer information is compromised or potentially compromised, the Company will notify Commerce Bank concerning all the details of the breach by calling Commercial Customer Support at (800) 207-0886, with all supporting documentation provided to Commerce Bank as appropriate, as soon as reasonably possible after the knowledge of the breach. Details of the breach include: approximate cause(s) of breach incident, approximate date of breach incident, number of customers affected, information compromised (including names, addresses, social security numbers, bank account information, etc), what steps have been taken to stop the breach and future breaches, and any other information deemed relevant concerning the breach.

5. **Compliance with Laws.** Company acknowledges and agrees that ACH entries, which it originates, must comply with the laws of the United States, including, without limitation, regulations administered by the U. S. Treasury Department's Office of Foreign Assets Control and/or Financial Crimes Enforcement Network. In addition, Company acknowledges and agrees that it will be solely responsible (either directly or by way of indemnification in relation to any responsibilities of Company as Originator assumed by Commerce Bank as the Originating Depository Financial Institution) for compliance with any applicable Foreign Payment System Rules (i.e., the laws and payment system rules of the receiving country in effect from time to time). Additionally, the operating procedures outlined within the ACH Service Manual are in accordance with the National Automated Clearing House Association (NACHA) Rules and other applicable laws as amended from time to time; Company acknowledges and agrees to be bound by the NACHA Rules and laws. NACHA Rules are updated annually and are available for purchase from EPCOR at www.EPCOR.org

or by calling (800) 500-0100. The NACHA Rules may also be purchased through NACHA's Web site at www.nacha.org. Company acknowledges and agrees that Commerce Bank shall have the right to perform periodic reviews, inspections and audits of Company's operations, books and records to verify Company's compliance with applicable laws and regulations or any NACHA Rules and that Commerce Bank may terminate or suspend this Service Agreement, with or without notice, in the event Company fails to comply with this Agreement and/or applicable laws and regulations or any NACHA Rules or if Company fails to provide Commerce Bank an executed copy of the Annual NACHA Website Security Audit Certification Letter as set forth in Section 4 hereof.

ACH PROCESSING INSTRUCTIONS

A. Input Delivery

- ☐ Commerce Connections (use appropriate Commerce Connections documentation to activate)
☐ Third Party Processor (use appropriate Third Party Processor documentation to activate)
☐ Remote Deposit (use appropriate Remote Deposit Customer Agreement to activate)
☒ Other Globalscape

(If files will be delivered by any method other than those listed, please complete the Communications Service Agreement).

Applications*:

- ☒ Payroll Settlement Account 500814592
☒ PPD ☐ IAT Return Items Settlement Account 500814592
- ☐ Consumer Credits Settlement Account _____
☐ PPD ☐ IAT Return Items Settlement Account _____
- ☐ Consumer Debits Settlement Account _____
 Return Items Settlement Account _____
- ☐ PPD ☐ WEB ☐ TEL ☐ RCK ☐ POP ☐ ARC ☐ BOC ☐ IAT
- ☐ Corporate Credits Settlement Account _____
☐ CCD ☐ CTX Return Items Settlement Account _____
☐ IAT
- ☐ Corporate Debits Settlement Account _____
☐ CCD ☐ CTX Return Items Settlement Account _____
☐ IAT
- ☐ Tax Payments Settlement Account _____
☐ CCD ☐ IAT Return Items Settlement Account _____
- ☐ Cash Concentration Settlement Account _____
☐ CCD Return Items Settlement Account _____

***Restrictions:** Commerce Bank reserves the right to restrict ACH Origination activity related to Commerce Bank's financial institution's general ledger and loan accounts. In addition, Commerce Bank may also restrict ACH applications by Standard Entry Class Codes (SEC) by Originator.

Additional Processing Questions - The following questions relate to informational requirements put forth by Federal Bank Regulators:

1. State the nature or purpose of your company's ACH activity by filling out information for each SEC code that your company utilizes being as descriptive as possible:

- | | | |
|---|---------|-------|
| ☒ PPD Credits | Payroll | _____ |
| ☐ PPD Debits | | _____ |
| ☐ CCD Credits | | _____ |
| ☐ CCD Debits | | _____ |
| ☐ CTX Credits | | _____ |
| ☐ CTX Debits | | _____ |

☐ ARC	_____
☐ IAT	_____
☐ TEL	_____
☐ WEB	_____
☐ BOC	_____
☐ POP	_____
☐ RCK	_____

2. What financial institutions has your company previously used to originate ACH transactions? If any, list their names and locations and the reason for leaving the institution:

	Bank Name	City/State	Reason for Leaving
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

3. Do you currently originate ACH transactions through multiple financial institutions? If so, list their names and locations and the reason for using multiple financial institutions:

	Bank Name	City/State	Reason
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

B. **Authorized Representatives.** The Authorized Representatives are authorized to verify or provide instructions related to the processing of ACH items.

	Name	Telephone	Cell Phone
1.	_____	_____	_____
2.	_____	_____	_____
After 6:00 PM Central Time:			
3.	_____	_____	_____

C. **Third Party Processor:**
(If applicable, complete Third Party Processor Agreement)

	Name	Telephone	Cell Phone
1.	_____	_____	_____
2.	_____	_____	_____

After 6:00 PM Central Time:

3. _____

D. Report Delivery

☒ Standard Reports delivered via Commerce Connections – Return Item Reports and Notification of Change (NOC). Use appropriate Commerce Connections documentation to activate.

☐ Customer Activity Report (CAR) delivered via Commerce Connections – Five report sections are:
Reversals, Deletions & Adjustments Completed Today
Notification of Change (NOC)
Returned Items
Reversal, Deletion & Adjustment Activity Affecting Settlement Today
Settlement Reconciliation For Today

Use appropriate Commerce Connections documentation to activate.

☐ Other _____

Optional delivery solutions: NACHA formatted file: A Communications Service Agreement must be completed to implement this option.

Note: Additional charges may apply when selecting CAR or NACHA formatted file solutions.

E. Other Instructions: _____

Company has decided to use the above-referenced Service, and Commerce Bank agrees to provide the Service as stated herein and in the Service Manual. Company and Commerce Bank agree that the Service shall be performed in accordance with this Agreement and the related Service Manual and Company's selections, designations, authorizations and/or other instructions set forth herein subject to Commerce Bank's Treasury Services Agreement, a copy of which has been received and signed by Company, and which is hereby incorporated herein by reference.

City of Willard

Commerce Bank

Company

By: _____
Signature and DateBy: _____
Signature of Bank Officer and Date

Title: _____

Title: _____

Address for notice: PO BOX 187
WILLARD MO 65781-0187


Commerce Bank
Member FDIC

Communications Service Agreement and Processing Instructions

Company Name: City of WillardCompany Tax ID#: 43-0890176

Commerce Bank's Communications Service ("Service") is described in the related Communications Service Manual and Company acknowledges receipt of such Service Manual. The Communications Service Manual contains procedures and other information relating to this Service which are to be followed by both Company and Commerce Bank, as applicable.

PLEASE SELECT THE SERVICE(S) TO BE ASSOCIATED WITH SELECTIONS MADE IN THIS AGREEMENT
☒ ACH/EDI ☐ ANALYSIS 822 ☐ ARP ☐ BAI ☐ IMAGE CASH LETTER ☐ RETURN ITEMS ☐ WIRE TRANSFER

☐ WHOLESALE LOCKBOX # _____ ☐ RETAIL LOCKBOX # _____ ☐ 3RD PARTY SENDING/RECEIVING FILES
EXTERNAL IP ADDRESS: (WWW.WHATISMYIP.COM)

ADDITIONAL EXTERNAL IP ADDRESSES: _____

ADDITIONAL FILE INFORMATION: _____

CUSTOMER CONTACT INFORMATION

Testing Contact	Phone Number	Fax Number	Testing Email Address
Production Contact	Phone Number	Fax Number	Production Email Address

☒	SECURE COMMUNICATIONS PROTOCOL	FILE ENCRYPTION METHOD (IF APPLICABLE)	TO/FROM	TRANSMISSION SCHEDULE (IF APPLICABLE)
☐	Secure FTP – Commerce Bank as Host (Automatic SSH-enabled)	Included	☐ Customer sends file to Bank ☐ Bank sends file to Customer	N/A
☐	Secure FTP – Company as Host	☐ PGP (recommended) ☐ PGP-SDA (Out-going Bank files only) ☐ GPG ☐ N/A	☐ Customer sends file to Bank ☐ Bank sends file to Customer	N/A
If Company serves as Host, please complete the following: Transmission Encryption: ☐ Active ☐ Passive If passive: Port to Connect _____ Data Port Range _____ Destination Information: Host Operating System: _____ IP Address: _____ Session Description: File name: _____ Destination Path: _____ When to Pick-Up File: _____ Pick-Up File on Bank Holiday? ☐ Yes ☐ No Account Information: User Name (sign-on) _____ Case-sensitive? ☐ Yes ☐ No				
☐	Web Transfer Client	Optional ☐ PGP (recommended) ☐ PGP-SDA (Out-going Bank files only) ☐ GPG ☐ N/A	☐ Customer sends file to Bank ☐ Bank sends file to Customer	N/A

✓	SECURE COMMUNICATIONS PROTOCOL	FILE ENCRYPTION METHOD (IF APPLICABLE)	TO/FROM	TRANSMISSION SCHEDULE (IF APPLICABLE)
☐	Connect:Direct for Mainframe Requires dedicated line that supports IPSEC Node ID: _____	Use Secure Plus Encryption? ☐ Yes ☐ No	☐ Customer sends file to Bank ☐ Bank sends file to Customer	☐ Daily ☐ Weekly ☐ Monthly ☐ Other Day(s) of Week _____ Day(s) of Month _____ Time(s) _____
☐	Connect:Direct for Windows – with dedicated line Node ID: _____	Use Secure Plus Encryption? ☐ Yes ☐ No	☐ Customer sends file to Bank ☐ Bank sends file to Customer	☐ Daily ☐ Weekly ☐ Monthly ☐ Other Day(s) of Week _____ Day(s) of Month _____ Time(s) _____
☐	Connect:Direct for Windows – Internet	Use Secure Plus Encryption? ☐ Yes ☐ No	Bank will initiate connection to retrieve file.	☐ Daily ☐ Weekly ☐ Monthly ☐ Other Day(s) of Week _____ Day(s) of Month _____ Time(s) _____

Company has decided to use the above-referenced Service, and Commerce Bank agrees to provide the Service as stated herein and in the Communications Service Manual. Company and Commerce Bank agree that the Service shall be performed in accordance with this Agreement and the related Communications Service Manual and Company's selections, designations, authorizations and/or other instructions set forth herein are subject to Commerce Bank's Treasury Services Agreement, a copy of which has been received and signed by Company, and which is hereby incorporated herein by reference.

City of Willard
 Company

By: _____
 Signature Date

Printed name

Title

Address for Notice:

PO BOX 187

WILLARD MO 65781-0187

Commerce Bank

By: _____
 Signature Date

Printed name

Title

Address for Notice:

Commerce Bank
 Treasury Services, KCTS
 P.O. Box 419248
 Kansas City, MO 64141-6248

Commerce Bank Use Only	
SR Number	
Implementation Contact	

COMMERCE BANK
Commerce DirectCheck Card Agreement

THIS AGREEMENT is made and entered into as of the effective date set forth below by and between Commerce Bank ("Commerce")

And City of Willard ("Customer/Payer"), Tax ID # 43-0890176

1. **DEFINITIONS** "Agreement" means this Agreement and all Addenda from time to time executed by the parties and attached hereto, and all amendments to the foregoing. "Commerce DirectCheck Cards" means the Visa Prepaid Cards and the numbers associated with the Commerce DirectCheck Cards issued by Commerce ("Card(s)"); to designated employees/other payees of Customer (collectively, the "Cardholder(s)") under the Commerce DirectCheck Card Program (the "Program") administered by Commerce as set forth in this Agreement.
2. **COMMERCE DIRECTCHECK CARD PROGRAM** During the term hereof, and subject to the terms and conditions of this Agreement, Commerce agrees to provide Customer with the Program and to issue Commerce DirectCheck Cards to Cardholders. A Cardholder must have agreed with Customer to receive either 1) all or a portion of his/her wages, salary, expense reimbursement or other compensation ("Compensation"); or 2) advances for purchases or expenses ("Expenses") from Customer by means of funds loaded on the Card. A Commerce DirectCheck Card may be used by the Cardholder at his/her discretion to make purchases and cash withdrawals up to the amount of his/her balance resulting from Customer-initiated deposits through ACH or other means agreed to by Commerce.
3. **CARD ISSUANCE AND TERMINATION**
 - a. Commerce shall issue a Commerce DirectCheck Card to each Cardholder designated by Customer, provided that (i) each such designated Cardholder has a signed Authorization for Electronic Entries on file with Customer, and (ii) a Commerce DirectCheck Card issuance request has been made by an Administrator (as hereinafter defined) in the form required by Commerce. Cardholder information provided by Customer must include full name, address, home phone, Social Security Number and date of birth.
 - b. Each Commerce DirectCheck Card shall be valid for the term indicated thereon, unless such Commerce DirectCheck Card has been (i) properly canceled by Commerce; (ii) properly canceled by the Cardholder pursuant to the provisions of the Commerce DirectCheck Card Agreement and Federal Electronic Fund Transfer Act Disclosure; (iii) canceled or suspended by Customer; or (iv) canceled by Customer if the funds on the Card represent Expenses, which can be recalled at any time.
4. **CUSTOMER RESPONSIBILITY** Customer must transfer good funds to the designated limited purpose prepaid account at Commerce ("Account") in standard Automated Clearing House ("ACH") file format or as otherwise agreed by Commerce. The ACH file prepared by Customer will provide instruction to Commerce regarding the distribution of funds in the Account to Cardholders. The Commerce DirectCheck Cards will access the funds in the Account. Commerce has no obligation to Cardholders in the event Customer delays in providing or fails to transfer funds to the Account. Customer may retain the right to deduct from the funds stored on the Commerce DirectCheck Cards in order to correct a previous error or overpayment to Cardholders, or for other reasons. All disputes between Customer and Cardholders regarding the amount of Compensation or Expenses; the amount that Customer transfers to the Account; the amount Customer deducts from the Account; or the amount due a Cardholder will be handled by Customer. Customer agrees not to involve Commerce in such disputes. In the event Customer is responsible for distribution of the Commerce DirectCheck Cards to Cardholders: (a) Customer is responsible for the security of Commerce DirectCheck Cards sent in bulk to Customer's Administrator until such cards are distributed to the individual Cardholders; and (b) Customer must provide the Commerce DirectCheck Card Agreement and Federal Electronic Fund Transfer Act Disclosure furnished by Commerce to the Cardholders.
5. **PROGRAM ADMINISTRATOR** Upon signing this Agreement, Customer shall designate one or more of its employees (individually and collectively, the "Administrator") to assist Commerce in the administration of the Program. The Administrator shall undertake the following duties on behalf of the Customer, as well as any other reasonable duties requested by Commerce and agreed to by Customer:
 - a. The Administrator shall be familiar with all aspects of the Program, including, but not limited to procedures, employment or other relationship (e.g. volunteer) status of Cardholders, and general Program parameters.
 - b. The Administrator shall advise Commerce of any Cardholder's termination of employment or other relationship, and when Customer processes such termination in accordance with Customer's procedure.
 - c. If the funds on the Card represent Expenses, the Administrator may create a User Name and Password for each Card to monitor Card activity and balances.

Customer warrants and represents that the Administrator has the authority to perform his or her duties, including, but not limited to, the authority to submit Commerce DirectCheck Card issuance requests.
6. **FEES** Commerce shall be paid fees or charges for each Commerce DirectCheck Card as set forth in Addendum A attached hereto and incorporated herein by this reference. Fees may be subject to change from time to time by Commerce upon thirty (30) days' prior written notice.

7. **TERM OF AGREEMENT AND RENEWAL** This Agreement shall remain in full force and effect for a term of one (1) year from the Effective Date set forth below (the "Initial Term"), and thereafter, shall automatically renew annually for successive one (1) year terms (each a "Renewal Term"). Either the Customer or Commerce may terminate this Agreement by giving written notice ninety (90) days prior to the end of the Initial Term or the end of any Renewal Term.
- All Commerce DirectCheck Cards and related limited purpose prepaid account shall be deemed canceled on the expiration date shown on the Commerce DirectCheck Card.
 - Notwithstanding the foregoing, either party shall have the right to terminate this Agreement with sixty (60) days notice upon the occurrence of any one or more of the following events, whereupon the obligations of Customer arising hereunder and/or under the Program and Commerce DirectCheck Cards shall be deemed canceled on the expiration date shown on the Commerce DirectCheck Card:
 - Dissolution or liquidation of the other party; or
 - Insolvency of the other party; or the institution by or against the other party of any bankruptcy or insolvency proceeding; or the appointment of a receiver or trustee for the benefit of creditors; or the other party enters into an arrangement with its creditors; or
 - Any default hereunder, or breach of the obligations undertaken herein, or in any other agreement by and between the parties hereto.
8. **ASSIGNMENT** Neither party shall sell, assign or transfer this Agreement or any part thereof without the prior written consent of the other party; provided, however, that Commerce may assign any or all of its rights and obligations under this Agreement to its parent, any subsidiary (of Commerce or its parent), or any affiliate (of Commerce or its parent) without the consent of the Customer.
9. **NOTICES** All notices hereunder shall be in writing and shall be deemed duly given when personally delivered or mailed, first class postage prepaid to the appropriate party at the address set forth below, or at such other address as the applicable party may indicate from time to time in writing. Notice hereunder shall be sent:

If to Commerce:

Commerce Bank
Attn: Commerce DirectCheck
PO Box 411036, KCBC-11
Kansas City, MO 64141-1036

If to Customer:

City of Willard
Attn: Carolyn Halverson
PO Box 187
Willard, MO 65781-0187

10. **CONFIDENTIALITY** Commerce and Customer will keep strictly confidential and will not use for any purpose whatsoever (other than as contemplated herein or for the purpose of the evaluation of this Program) the entire contents of this Program, including but not limited to: any of the terms of, conditions of or other facts concerning the Program and any written or oral information furnished by Commerce or by Customer which is either nonpublic, confidential or proprietary in nature unless mutually agreed upon by Customer and Commerce to do so; provided, Customer understands and acknowledges that affiliates of Commerce and vendors of Commerce will assist in implementation, maintenance and providing of this Program.

Important Information: Our bank complies with the USA Patriot Act. This law mandates that we verify certain information about you while processing your account application.

11. ~~**INDEMNITY.** Customer agrees to defend, indemnify and hold harmless Commerce, its officers, directors, agents and employees from and against any and all claims by third parties (including, without limitation, Cardholders) and all costs (including reasonable attorney's fees and costs), expenses and liabilities incurred by Commerce in connection with such claims, arising from or as a result of the establishment of the Program (including, without limitation, the issuance of Commerce DirectCheck Cards and/or the cancellation thereof), provided that such claims are not the result of, or connected with, the gross negligence, or willful misconduct of Commerce or the violation of any law or regulation relating to prepaid cards.~~

Commerce agrees to defend, indemnify and hold harmless the Customer, its officers, directors, agents and employees from and against any and all claims by third parties (including reasonable attorney's fees), expenses and liabilities incurred by Customer in connection with such claims, arising from or as a result of the gross negligence or willful misconduct of Commerce.

12. **MISCELLANEOUS**

- Relationship:** Nothing contained in this Agreement shall be construed to create any association for brokerage, agency, joint venture, partnership or employment relationship between Commerce and Customer.
- No Implied Waivers:** The rights of any party under any provision of this Agreement shall not be affected by its prior failure to require the performance by the other party under such provision or any other provision of this Agreement, nor shall the waiver by any party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this Agreement.
- Remedies:** In the event that either party breaches or violates any of the obligations contained in this Agreement, the other party shall be entitled to exercise any right or remedy available to it either at law or in equity, including without limitation, immediate termination of this Agreement, damages and injunctive relief. The exercise of any right or remedy shall be cumulative.

- d. Complete Agreement; Amendments: This Agreement constitutes the complete understanding between the parties hereto with respect to the subject matter hereof and all prior oral or written communications and agreements with respect thereto are superseded. In the event of any inconsistency between this Agreement and any other agreements or documents relating to the transactions contemplated herein, this Agreement shall control. No alteration, amendment or modification of any of the terms and provision in this Agreement shall be valid unless made pursuant to an instrument in writing signed by the parties hereto.
- e. Successors and Assigns: All the terms and provisions of this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.
- f. Severability: The invalidity or unenforceability of any one or more portions, sentences, clauses or paragraphs in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part thereof.
- g. Governing Law: This Agreement shall be governed, construed, and enforced according to the laws of the State of Missouri

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the parties hereto to be effective as of the ____ day of _____, 2015 (the "Effective Date").

Commerce Bank

City of Willard
(Customer)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ADDENDUM A
"PRICING AND PAYMENT SCHEDULE"
Commerce DirectCheck Card

Other Fees:

For information, copies or other reports not specified in this Addendum A, Commerce may charge Customer such fees as Customer and Commerce may agree from time to time.

Card Issuance Fee: A one-time fee of \$2.95 will be charged for each new account issued.

Bill to: ☐ Employer ☐ Employee

Fees Charged Directly to Cardholders:

Teller Cash Withdrawal	\$ 5.00 one free per pay period
ATM Withdrawal	\$ 1.75
ATM Balance Inquiry	\$.50
ACH Return Item	\$25.00
Paper Statement	\$ 2.50
Duplicate Statement	\$ 2.00
Stop PreAuthorized Transfers	\$15.00
Automated Customer Service Call	\$.50 one free per week
Live Customer Service Rep Call	\$ 1.50 one free per month
Negative Balance	\$20.00 (a fee may be charged for any negative balance)
Card Reissue	\$10.00
Expedited Card	\$30.00
Additional Card	\$10.00 one time fee
Maintenance	\$ 5.00 per month after 12 months of no monetary activity
Text Alerts	First 75 texts per month are free. (\$.15 each after first 75 per month). Standard text rates from your cell provider may apply. See your cell phone carrier for details.

Fees Charged Directly to Customer/Payer:

Expedited Card Order Requested by Customer/Payer \$20.00

Payment Schedule:

Fees charged to Customer/Payer will automatically be billed through Account Analysis, monthly in arrears. The aggregate fees not covered by Customer's compensating balances will be debited from Deposit Account designated by Customer.

This Addendum A has been executed by the duly authorized officers of the parties hereto to be effective as of the ____ day of _____, 2015, (the "Addendum Effective Date") and this Addendum A supersedes any prior Addendum A.

Commerce Bank

By: _____

Name: _____

Title: _____

City of Willard
 (Customer)

By: _____

Name: _____

Title: _____



AGENDA ITEM #13

Ordinance accepting the amendments to Ordinance # 930908 Park Property exempt from paying city water fees.

(2nd Read). Discussion/Vote.

This item is sponsored by the Chief Financial Officer and the City Administrator.

1st read was approved on July 13, 2015

FIRST READ: 07-13-2015

SECOND READ:

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE

AN ORDINANCE APPROVING AN AMENDMENT OF THE MUNICIPAL CODE OF THE CITY OF WILLARD TO SECTION 700.040 PARK PROPERTY EXEMPT FROM PAYING CITY WATER FEES.

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

Section 1: The City does hereby amend Title VII, Utilities, Chapter 700: General Provisions, Article III. Miscellaneous Provisions, Section 700.040 Park Property Exempt From Paying City Water Fees; as follows:

SECTION 700.040: ~~PARK-~~ CITY PROPERTY EXEMPT FROM PAYING CITY WATER FEES.

All property owned by the City ~~and used for park purposes~~ shall be exempt from paying service fees for water usage on said ~~park~~ City properties. Provided that any property utilized by tenants of ~~park~~ City property, who are required by agreement to pay utilities, shall be subject to such water usage fees.

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

Approved as to form: _____
Ken Reynolds, City Attorney

Attested by:

Approved by:

Dale Duvall, City Clerk

Corey Hendrickson, Mayor

MEMBERS OF THE BOARD OF ALDERMEN:

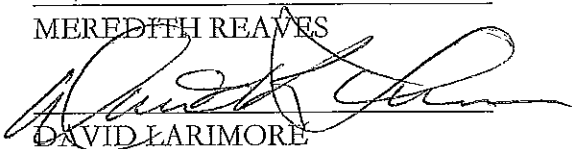
YES

NO

ABSTAINED

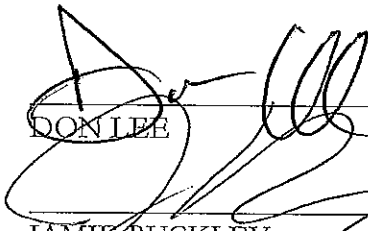
FIRST (1ST) READING

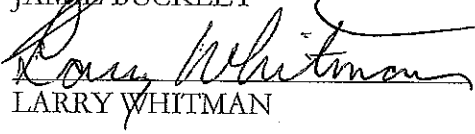
MEREDITH REAVES

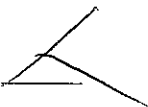


DAVID LARIMORE

MICHAEL BARR


 DON LEE

 JAMIE BUCKLEY

 LARRY WHITMAN

YES	NO	ABSTAINED
	_____	_____
	_____	_____
	_____	_____

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

MEREDITH REAVES

DAVID LARIMORE

MICHAEL BARR

DON LEE

JAMIE BUCKLEY

LARRY WHITMAN

YES	NO	ABSTAINED
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



AGENDA ITEM #14

Ordinance accepting the annual contract between Springfield Animal Control and the City of Willard.

(1st Read). Discussion/Vote.

This item is sponsored by the City Clerk 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			

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

YES

NO

ABSTAINED

MEREDITH REAVES

DAVID LARIMORE

MICHAEL BARR

DON LEE

JAMIE BUCKLEY

LARRY WHITMAN

Exhibit 2^u

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 ^a 2. ^u

ROUTING ORDER	(1) ORIGINATING 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	CONTRACT NUMBER	
	June 30, 2012		2011-0673
() NEW CONTRACT (X) RENEWAL OF CONTRACT NO. 2010-1002			
CITY OF SPRINGFIELD, MISSOURI		CITY OF WILLARD, MISSOURI	
CITY OF SPRINGFIELD 240 BOONVILLE, PO BOX 8308 SPRINGFIELD, MO 65802 PHONE: (417) 884-1615 FAX: (417) 884-1851 ATTN: DAN WIECHER DEPT: LAW DEPARTMENT		CITY OF WILLARD 224 WEST JACKSON, PO BOX 167 WILLARD, MO 65761 PHONE: 417-742-8008 ATTN: KEN REYNOLDS DEPT: CITY ATTORNEY	

AGREEMENT

THIS AGREEMENT, made and entered into this 18 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 responsible 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 limitations 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 rights, privileges or interests in favor of any third person or party.

8. 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.

9. 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 writings 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.

10. 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.

11. 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 Boonville, 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.

12. 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.

13. 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.

14. 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: [Signature]
City Clerk, City of Willard

City of Willard
By: [Signature]
Mayor of Willard

CERTIFICATE OF DIRECTOR OF FINANCE

to 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 the same.

[Signature]
Mary Martin Decker, Director of Finance

City of Springfield
By: [Signature]
Colin Gungl, Assistant City Manager

APPROVED AS TO FORM:

[Signature]
Marlene Langdon Hanks, Assistant City Attorney

Attest: [Signature]
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 circumstance 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 #15

Approval of the streetlight change requests at:

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

This item is sponsored by the City Clerk and the City Administrator.

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 23rd day of July, 2015 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	SE CORNER JACKSON AND MILLER RD	16,000L 150W HPS Cobrahead	1	\$104.43		\$164.10	
Remove	SE CORNER JACKSON AND MILLER RD	11,000L 250W MV Cobrahead	1		\$106.85		\$130.48
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$104.43	\$106.85	\$164.10	\$130.48
A Annual Energy Charge for this Request (Install minus Remove)				-\$2.42			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$33.62	

The CITY agrees that the AGREEMENT shall be amended as follows

C	Total Facility Usage Charge for this Request (Total Line B)	\$33.62
D	Annual Facility Usage Charge to Customer for this Request (Total Line C X 9%)	\$3.03
E	Annual Energy Charge for this Request (Total Line A)	-\$2.42
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$0.61
G	Monthly Increase/Decrease to be Paid by Customer for this Request (Total Line F divided by 12 months)	\$0.05

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# 681183
 CURRENT INVESTMENT CHARGE

PROJECT # 1001765
 ANNUAL FACILITY USAGE CHARGE

COMPLETED
 ACCUMULATIVE INVESTMENT CHARGE

THE EMPIRE DISTRICT ELECTRIC COMPANY

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

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

Missouri and Arkansas

Pursuant to a Resolution adopted by the governing body of the **City of Willard, Mo.** hereinafter called CITY, TOWN, OR VILLAGE, on the 24th day of **July, 2015** THE EMPIRE DISTRICT ELECTRIC COMPANY, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	JACKSON WEST OF MILLER RD (NORTH SIDE OF JACKSON 3RD POLE WEST)	16,000L 150W HPS Cobrahead	1	\$104.43		\$164.10	
Remove	JACKSON WEST OF MILLER RD (NORTH SIDE OF JACKSON 3RD POLE WEST)	11,000L 250W MV Cobrahead	1		\$106.85		\$130.48
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$104.43	\$106.85	\$164.10	\$130.48
A Annual Energy Charge for this Request (Install minus Remove)				-\$2.42			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$33.62	

The CITY agrees that the AGREEMENT shall be amended as follows

C	Total Facility Usage Charge for this Request (Total Line B)	\$33.62
D	Annual Facility Usage Charge to Customer for this Request (Total Line C X 9%)	\$3.03
E	Annual Energy Charge for this Request (Total Line A)	-\$2.42
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$0.61
G	Monthly Increase/Decrease to be Paid by Customer for this Request (Total Line F divided by 12 months)	\$0.05

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# 681202
CURRENT INVESTMENT CHARGE

PROJECT # 1001765
ANNUAL FACILITY USAGE CHARGE

COMPLETED
ACCUMULATIVE INVESTMENT CHARGE

THE EMPIRE DISTRICT ELECTRIC COMPANY

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