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

July 13, 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

www.cityofwillard.org

CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
July 13, 2015
7:00 P.M.

Posted June 30, 2015

Notice is hereby given that the City of Willard, Missouri, Board of Aldermen will conduct a meeting at 7:00 p.m. July 13, 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 minutes:**
   a. Approval of the Minutes from the June 8, 2015 regular meeting.
   b. Approval of the Minutes from the June 15, 2015 special meeting.

3. **Citizen Input (5 minute limit per person).**

4. **Financial Reports.**
   a. May 2015 Budget Summaries.
   b. May 2015 Financial Statements.
   c. June 2015 and April 2015 Outstanding Invoices, Paid Invoices, Online Payments and Transfers.
   d. May 2015 Check Register.
   e. June 2015 Water Loss Report.
   f. June 2015 Utility Adjustments Report.

5. **Department Head Reports.**

6. **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.**

   <u>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.</u>

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

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

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

10. **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.**

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

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

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

14. **New Business.**

15. **Old Business.**

16. **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
June 8, 2015

Staff present: City Administrator, J. Everett Mitchell; City Clerk, Dale Duvall; Community Services Director, J.C. Loveland; Director of Development, Randy Brown; Chief Financial Officer, Carolyn Halverson; Court Clerk, Linda Murray; Administrative Assistant, Donna Gordon; Office Assistant, Lin Stonehouse; Corporal Bob Bell; Reserve Officer, J.D.Landon; Reserve Officer Bill Lingensfielser and Chief of Police, Tom McClain.

City Attorney Ken Reynolds was present.

Citizens in attendance: Kate Hendrickson, Mindy Latham, Sam Baird, Mark Wilcox, Jim Vaughn, David Roggensees, Olivia Roggensees, Barbara Crosby, Lucille Murray, Alyse Crosby and Rick Halverson.

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-present, Alderman Lee--present, Alderman Larimore-present, Alderman Reaves-present and Mayor Hendrickson-present.

Agenda Amendments/Agenda Approval.
Motion made by Alderman Barr and seconded by Alderman Lee to accept the agenda. The motion carried with a vote of 6-0. Voting aye: Aldermen Lee, Buckley, Reaves, Whitman, Larimore and Barr.

Approve the Minutes of the Special Meeting on April 27, 2015.
Motion made by Alderman Lee and seconded by Alderman Barr to approve the minutes. The motion carried with a vote of 6-0. Voting aye: Aldermen Lee, Buckley, Reaves, Whitman, Larimore and Barr.

Approve the Minutes of the Regular Meeting on May 11, 2015.
Motion made by Alderman Lee and seconded by Alderman Whitman to approve the minutes. The motion carried with a vote of 6-0. Voting aye: Aldermen Lee, Buckley, Reaves, Whitman, Larimore and Barr.

Approve the Minutes of the Special Meeting on May 26, 2015.
Motion made by Alderman Lee and seconded by Alderman Buckley to approve the minutes. The motion carried with a vote of 6-0. Voting aye: Aldermen Lee, Buckley, Reaves, Whitman, Larimore and Barr.

Presentation to Reserve Office Bill Lingensfielser for his service to the City of Willard.
The Chief of Police presented Mr. Lingensfielser with a plaque, Bob Bell presented a wood sculpture and the City presented a Proclamation for eleven (11) years of service.

Financial Reports.
a. **April 2015 Budget Summaries.** Informational Only.

The Chief Financial Officer asked for a motion to approve the proposal for the time clock software and products. **Motion** was made by Alderman Buckley. Alderman Lee asked to revise the motion to state that the approval was contingent on the approval of the contract by the Board. Second by Alderman Buckley. The motion carried with a vote of 6-0. Voting aye: Aldermen Lee, Buckley, Reaves, Whitman, Larimore and Barr.

Alderman Lee asked that the City gets quotes on computers prior to purchasing new ones.

The Board requested that the invoices that are presented to the Board be itemized instead of a general "supplies" statement.

b. **April 2015 Financial Statements. Motion** was made by Alderman Lee with a second by Alderman Buckley to approve the statements. The motion carried with a vote of 6-0. Voting aye: Aldermen Larimore, Reaves, Buckley, Whitman, Lee and Barr.

c. **May 2015 and June 2015 Outstanding Invoices, Paid Invoices, Online Payments and Transfers. Motion** was made by Alderman Lee with a second by Alderman Buckley to approve the items. The motion carried with a vote of 6-0. Voting aye: Aldermen Larimore, Buckley, Whitman, Buckley, Reaves and Barr.

d. **March 2015 Check Register.**
Informational Only.

e. **April 2015 Water Loss Report.** Informational Only.

f. **April 2015 Utility Adjustments Report. Motion** was made by Alderman Lee with a second by Alderman Buckley to approve the report. The motion carried with a vote of 6-0. Voting aye: Aldermen Larimore, Whitman, Lee, Buckley, Reaves and Barr.

Department Head Reports.
The Department Heads presented their reports to the Board.

Citizen Input.
Lucille Murray asked that the bathrooms at the front of the Aquatic Center be open earlier in the mornings. They are often not open until 10:00 a.m. or later and there are people at the Park early in the morning needing to access them.

Ordinance accepting the reappointment of the Willard City Attorney, Ken Reynolds. (2nd Read) Discussion/Vote.

Second read was conducted by the City Clerk.
Motion was made by Alderman Lee with a second by Alderman Reaves to approve the second read of the ordinance. The motion carried with a vote of 6-0. Voting aye: Aldermen Larimore, Buckley, Reaves, Whitman, Lee and Barr.

Ordinance accepting the reappointment of the Willard Municipal Judge, Kristoffer Barefield. (2ndRead) Discussion/Vote.

Second read was conducted by the City Clerk.
Motion was made by Alderman Lee with a second by Alderman Barr to approve the second read of the ordinance. The motion carried with a vote of 6-0. Voting aye: Aldermen Larimore, Buckley, Reaves, Whitman, Lee and Barr.

Ordinance accepting the gas franchise agreement between City Utilities and the City of Willard, MO. (2nd Read) Discussion/Vote.

Second read was conducted by the City Clerk.
Motion was made by Alderman Whitman with a second by Alderman Lee to approve the second read of the ordinance. The motion carried with a vote of 6-0. Voting aye: Aldermen Larimore, Buckley, Reaves, Whitman, Lee and Barr.

Ordinance accepting the electric franchise agreement between City Utilities and the City of Willard, MO. (2nd Read) Discussion/Vote.

Second read was conducted by the City Clerk.
Motion was made by Alderman Lee with a second by Alderman Buckley to approve the second read of the ordinance. The motion carried with a vote of 6-0. Voting aye: Aldermen Larimore, Buckley, Reaves, Whitman, Lee and Barr.

Ordinance accepting the contract with Cox Health for the lease of the Willard Fitness Center. (2nd Read). Discussion/Vote.

Second read was conducted by the City Clerk.
Motion was made by Alderman Lee with a second by Alderman Reaves to approve the second read of the contract. The motion carried with a vote of 6-0. Voting aye: Aldermen Larimore, Buckley, Reaves, Lee, Whitman and Barr.

Ordinance Repealing Ordinances #140811B and #140609G Establishing Additional Duties of the City Administrator. (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 6-0. Voting aye: Aldermen Larimore, Buckley, Reaves, Lee, Whitman and Barr.

Second read was conducted by the City Clerk.
Motion was made by Alderman Larimore with a second by Alderman Reaves to approve the second read of the ordinance. The motion carried with a vote of 6-0. Voting aye: Aldermen Larimore, Buckley, Reaves, Lee, Whitman and Barr.

Amendments to Ordinance #101213 Section 120.040D Notice of Meetings. (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 5-1. Voting aye: Aldermen Larimore, Reaves, Lee, Whitman and Barr. Voting nay: Alderman Buckley.

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 of the ordinance. The motion carried with a vote of 5-1. Voting aye: Aldermen Larimore, Reaves, Lee, Whitman and Barr. Voting nay: Alderman Buckley.

Amendments to Ordinance # 150309 Employee Manual. (1st and 2nd Read). Discussion/Vote.

First read was conducted by the City Clerk.
Motion was made by Alderman Barr with a second by Alderman Lee to approve the first read. The motion carried with a vote of 6-0. Voting aye: Voting aye: Aldermen Larimore, Buckley, Reaves, Lee, Whitman and Barr.

Second read was conducted by the City Clerk.
Motion was made by Alderman Barr with a second by Alderman Lee to approve the second read of the ordinance. The motion carried with a vote of 6-0. Voting aye: Voting aye: Aldermen Larimore, Buckley, Reaves, Lee, Whitman and Barr.

Ordinance entering into an Intergovernmental Cooperative Agreement with the City of Republic, MO as pertaining to mutual aid for jail and court services. (1st and 2nd Read). Discussion/Vote.

First read was conducted by the City Clerk.
Motion was made by Alderman Barr with a second by Alderman Lee to approve the first read. The motion carried with a vote of 6-0. Voting aye: Voting aye: Aldermen Larimore, Buckley, Reaves, Lee, Whitman and Barr.

Second read was conducted by the City Clerk.
Motion was made by Alderman Barr with a second by Alderman Lee to approve the second read of the ordinance. The motion carried with a vote of 6-0. Voting aye: Voting aye: Aldermen Larimore, Buckley, Reaves, Lee, Whitman and Barr.

Discussion/Vote on the approval of the streetlight change out/installation at:

a. **Change out at 207/209 John F. Kennedy Dr.**
b. **Installation of new streetlight at the intersection of Farm Rd. 94 and Megan Ln.**
c. **Installation of new streetlight at Fox River Rd. and Hughes Rd.**

Motion was made by Alderman Lee with a second by Alderman Barr to approve the streetlight expenses. The motion carried with a vote of 6-0. Voting aye: Voting aye: Aldermen Larimore, Buckley, Reaves, Lee, Whitman and Barr.

Discussion/Vote on the City Newsletter.

The Board stated that they like the sample newsletter that was shown to them. **Motion** was made by Alderman Lee with a second by Alderman Barr to begin printing the newsletter in color quarterly and add it to the utility bills. The Board asked that the school be contacted to approve the usage for their "W" logo on our newsletter and website. The business list on the newsletter will also be changed to include all new City businesses per quarter. The motion carried with a vote of 6-0. Voting aye: Voting aye: Aldermen Larimore, Buckley, Reaves, Lee, Whitman and Barr.

Discussion/Vote on the Deposit Return Policy for the Utility Accounts.

The Chief Financial Officer asked the Board for approval to release the utility billing deposits faster than is being done currently. **Motion** was made by Alderman Lee with a second by Alderman Buckley to approve the request. The motion carried with a vote of 6-0. Voting aye: Voting aye: Aldermen Larimore, Buckley, Reaves, Lee, Whitman and Barr.

New Business.

The City Clerk informed the Board that they are at least four (4) firework stands that will be opening in Willard and that the website was being updated still.

Old Business.

None.

Adjourn meeting.

Motion made by Alderman Barr and seconded by Alderman Buckley to adjourn the meeting. The motion carried with a vote of 6-0. Voting aye: Aldermen Whitman, Buckley, Reaves, Larimore, Barr and Lee. 9:35 p.m.

Open closed session.

Motion made by Alderman Barr and seconded by Alderman Lee to go into closed session pursuant to 610.021 # (1) Legal and (#13) Personnel to adjourn the meeting. The motion carried with a vote of 6-0. Voting aye: Aldermen Whitman, Buckley, Reaves, Larimore, Barr and Lee. 10:00 p.m.

Close the closed session

Motion made by Alderman Lee and seconded by Alderman Barr to close the closed session The motion carried with a vote of 6-0. Voting aye: Aldermen Whitman, Buckley, Reaves, Larimore, Barr and Lee. 12:00 a.m.

Adjourn the meeting

Motion made by Alderman Larimore and seconded by Alderman Reaves to adjourn the meeting. The motion carried with a vote of 6-0. Voting aye: Aldermen Whitman, Buckley, Reaves, Larimore, Barr and Lee.

Meeting adjourned at 12:00 a.m.

Corey Hendrickson, Mayor of Willard

Dale Duvall, City Clerk

CITY OF WILLARD
BOARD OF ALDERMEN
CLOSED MEETING
June 15, 2015

City Attorney Ken Reynolds was present.

Roll Call.
Alderman Buckley-present, Alderman Lee-present, Alderman Whitman-present, Alderman Barr-present, Alderman Larimore-present, Alderman Reaves-present and Mayor Hendrickson-present.

Approval of Agenda
Motion made by Alderman Barr and seconded by Alderman Buckley to approve the agenda. Alderman Lee-Aye, Alderman Whitman-Aye, Alderman Reaves-Aye, Alderman Larimore-Aye, Alderman Buckley-Aye and Alderman Barr- Aye. All votes aye. Motion carried.

Approval of Minutes of the Closed session on June 8, 2015
The Board approved the minutes from the meeting on June 8, 2015.

Closed Session.
Motion made by Alderman Barr and seconded by Alderman Lee to go into closed session for personnel issues. The motion carried with a vote of 6-0. Voting aye: Aldermen Whitman, Lee, Barr, Larimore, Buckley and Reaves.

Adjourn Closed Session.
Motion made by Alderman Larimore and seconded by Alderman Buckley to adjourn the closed session. The motion carried with a vote of 6-0. Voting aye: Aldermen Whitman, Lee, Barr, Larimore, Buckley and Reaves.

Adjourn meeting.
Motion made by Alderman Larimore and seconded by Alderman Reaves to adjourn the open meeting. The motion carried with a vote of 6-0. Voting aye: Aldermen Whitman, Barr, Lee, Larimore, Buckley and Reaves.

Meeting adjourned at 8:45 p.m.

Minutes submitted by City Attorney, Ken Reynolds

Mayor Corey Hendrickson

City Attorney, Ken Reynolds

AGENDA ITEM # 4

Financial Reports.

a. May 2015 Budget Summaries.

b. May 2015 Financial Statements.

c. June 2015 and April 2015 Outstanding Invoices, Paid Invoices, Online Payments and Transfers.

d. May 2015 Check Register.

e. June 2015 Water Loss Report.

f. June 2015 Utility Adjustments Report.

The Financials will be submitted separately by the Chief Financial Officer.

AGENDA ITEM #5

DEPARTMENT HEAD REPORTS

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

EMERGENCY MANAGEMENT DEPARTMENT REPORT

JULY 13, 2015

Nothing new to report

Stacy Winters
Emergency Management Director

PARKS DEPARTMENT
REPORT
July 13, 2015

Baseball Registration

Resident	189	$45	$8,505
Non-Resident	192	$50	$9,600
Late Fee	45	$10	$450

Summer Camp Registration – As of June 23

Resident	92
Non-Resident	52

Pool Sales – As of June 23

Total Revenue	$37,181.04
Pool Entries	4,549
Closed early/Rain out	9
300+ Visitor Days	7
Average per day visits	151.6
Average per day revenue	$743.37

Freedom Fest – As of June 23 *detailed report coming next meeting

Vendors	78
BBQ Competitors	34
BBQ	25
Sponsor Money	$2400

Project Report

- **Fitness Room**
    - Currently Seeking phone bids on project
        - Paint
        - Carpet
- **Jackson Street Parking lot**
    - Overlay complete
    - Front drive complete
- **Miller Farm Park Property**
    - Eagle Scout constructing a plan to make a permanent sign for property
    - Researching what it would cost to make a drive into property and a gravel parking lot
- **Highline Soccer Park**
    - Closed down for the summer

Upcoming Programs / Events

- **Freedom Fest** – June 27, 2015
- **Midnight Swims** – July 11 & August 1, 2015
- **Back to School Dance** – August 21, 2015
- **Triathlon/Jr. Triathlon** – August 22, 2015
- **Doggie Dive** – September 12, 2015

Other Information

- **Website –** *Visitors From5/1/15 to 5/27/15*
    - www.willardparks.com – 2,736 unique visitors, 16,181 visitors
    - www.willardfreedomfest.com – 1,168 unique visitors, 2,720 visitors
    - www.willardaquatics.com – 1,166 unique visitors, 3,612 visitors
- **Facebook –** *1380 likes as of 6/29/15*
    - https://www.facebook.com/WillardParksAndRec

JC Loveland
Director of Community Services

Planning and Development Report
July 13, 2015

Ongoing Project Update –
Fox River Subdivision – The owner has asked the architect for a walk thru and is scheduling the Fire Marshall and City for fire alarm test on the first two apartment buildings. Final grade work is taking place, street signs have been ordered. The detention basin has been completed. Staff has requested easement documents and as built drawings for final record.

Teap Grant – Miller Rd. traffic study, This has been completed. I have enclosed a copy of the summary for your information. If you have any questions feel free to contact me at City Hall.

Jackson St./ Main St. sidewalk – MO DOT has authorized notice to proceed.

Hughes Rd/ HWY 160 – MO DOT has authorized notice to proceed.

Source Water Protection Grant – The City has been reimbursed the full amount of $11,341.97 for the security fence installation and well plugging.

Casey's General Store – Staff has received drawings from an architect representing Casey's General Store. They are proposing an additional 600' sq. ft. addition and some building modifications. Staff is currently reviewing those plans.

East Center Minor Subdivision – See attached staff back ground report. Planning and Zoning Commissioners met on June 23, 2015 and recommended approval of this lot split.

Longview Subdivision – Potential developer passed on the opportunity due to limestone excavating cost.

Temporary Use Permits – Staff issued four (4) fireworks stand permits for temporary sales.

OTO Long Range Transportation Planning Subcommittee – I attended a meeting on June 25, 2015 at the OTO office in Springfield. The purpose of this meeting was to discuss the plan vision and goals, review Major Thoroughfare Plan changes, as well as funding projects. I have enclosed a map and list of projects for your information. Please keep in mind that these projects are long range plans. The Journey 2035 Long Range Transportation Plan is available online at the OTO's website and when the amendments are finalized staff will be asking you to accept the plan as presented in the document. If you have any questions feel free to contact me at City Hall.

Randy Brown
Director of Development

POLICE DEPARTMENT
REPORT
JULY 13, 2015

DEPARTMENT INFORMATION:

- CPR/AED Training was held for all full-time Officers
- PAL Graduation was June 19th-well attended
- Freedom Fest activities went well
- Grant funding request for July 4th time frame saturation patrol….$500 over-time reimbursement

	Officer Statistics	Case #'s		Reserves	Case #'s	Hours
1601	Tom McClain, Chief	9	**1640**	Doug Thomas, Reserve	0	8.5
1602	Shannon Shipley, Lt./Det.(FTO)	31	**1641**	Brian Gordon,Reserve	0	9.5
1603	Robert Bell, Cpl	23	**1642**	JD Landon, Reserve	1	14
1604	Steve Purdy, Cpl./Investigator	35	**1643**	Davis Hughes,Reserve	0	0
1605	Chris Higgins, Officer (FTO)	95	**1644**	Bill Lingenfelser, Reserve	0	0
1606	Aaron Roberts, Officer	66	**1645**	Brian Hinkle, Reserve	0	10
1607	Kyle Gramley, Officer	59	**1646**	Andy Hunt, Reserve	0	0
1608	Jeremiah Tayman, Officer (FTO)	99		**TOTAL HRS**		**42**
1609	Danny Wroolie, Officer	83				
1610	Jason Winston, Officer	41				
1630	Glenn Cozzens, SRO	0				
1631	Clint Heimbach, SRO	12				
	TOTAL INCIDENTS	**554**				

INCIDENT STATISTICS

Felony	2
Misdemeanor	6
Infraction	202
Other (Services)	238
HBO (Handled By Officers)	343

VEHICLE	ODOMETER READING	MONTHLY MILEAGE	SHIFTS USED	MILES PER SHIFT	MAINTENANCE COST MONTH	MAINTENANCE COST YTD
WPD-01 2009 Dodge Charger	126563	913	20	46	$0.00	$499.01
WPD-02 2013 Dodge Charger	32145	719	14	51	$134.90	$823.51
WPD-03 2013 Dodge charger	39609	1817	25	73	$0.00	$648.75
WPD-04 2013 Dodge Charger	47765	1940	27	72	$296.58	$1720.00
WPD-05 2008 Dodge Charger-	161774	234	11	21	$45.88	$80.83
WPD-06 2013 Dodge Charger	35974	2678	38	70	$34.95	$793.40
WPD-08M 2008 Harley-Davidson Motorcycle	4,855	57	5	11	$0.00	$0.00

Tom McClain
Chief of Police

PUBLIC WORKS DEPARTMENT REPORT

JUNE 8, 2015

Water & Sewer

- Installed and had to rebuild fire hydrant at Jackson Street Park. Rebuild due to a factory defect.
- Water leak repaired on Alan St.
- Water leak repaired on Lester St.
- New Transducer installed at Willard water well 1 (The transducer is what reads the water level in the tower)
- Installed above ground water system for vendors at the Jackson Street Park for Freedom Fest
- Missouri Rural Water representative spent two days with Public Works performing leak detection to help with water loss.
- The box truck that was converted into the new water truck has been put in service.
- Turned in DNR monthly reports
- Cleaned out the basin at D-lift station
- Regular maintenance on floats and grease at all lift stations
- Continue to work with Olsson Associates Inc. on waste water assessment grant

Streets & Right of Ways

- Sidewalk at Knight St. and Pershing St. has been repaired
- Mowing is ongoing.

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

Justin Reaves
Director of Public Works

AGENDA ITEM # 6

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.

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

Background Report

Neil Wood Minor Subdivision # 2015623

<u>Date:</u> June 16, 2015

<u>LOCATION</u> : 304 East Jackson, The property is located in the Southeast Quarter of the Northeast Quarter of Section 26, Township 30 N, Range 23 W as described in the Greene County Recorders office in Plat Book 2006, page 06569506 more particularly described in the attached legal descriptions as Tract#1 and Tract #2. (See the attached sheet)

<u>Applicant</u> : Morris Loan & Investment Co.

<u>Tract size</u> : Lot #1 – 17,675.5 sq. ft. – 0.41 acres Tract #2 – 24590.6 sq. ft. – 0.56 acres

<u>Existing Zoning</u> – C-2 General Business District
<u>Proposed Zoning</u> – C-2 General Business District

<u>Surrounding Land Uses</u> :
North – Property is bounded by Jackson Street
South – Property is zoned C-2
West – Property is zoned C-2
East – Property is zoned C-2

<u>History</u> : This tract of land is located just west of Miller Rd. south of Jackson Street. Goodwyn Reality is located on tract #2. Proposed tract #1 is a vacant tract and is adjacent to C-2 property formerly owned by Dr. Moberly currently owned by Mr. George Cardin who has indicated potential future development of the lot.

<u>Comprehensive Plan:</u> The Future Land Use Map in the Comprehensive plan shows this property to be developed into office space.

<u>Wastewater</u>: Sanitary sewer is available to the west of the proposed Tract # 1.

<u>Water</u>: Potable water is available on the opposite side of Miller Rd.

<u>Transportation:</u> Miller Rd. is classified as a Collector Rd. in the Comprehensive Plan. The design guidelines for a collector road R.O.W. width should be 60 feet. The current R.O.W. width is 40 feet with a 5 ft. sidewalk easement. The owners have agreed to dedicate an additional 10 feet of R.O.W. giving the City 30 feet on the west side of Miller Rd. along these two parcels. This will be shown on the vellum (final) copies of the survey that get recorded. With the additional R.O.W. necessary future road improvements will be easier accommodated.

Stormwater : The majority of the property drains to the south. Final engineering design, grading and building plans will dictate the need for necessary drainage facilities.

Staff Comments: The applicant is requesting this lot split to create a legal tract of record for resale. Based on the information provided in the survey and review of the guidelines for approval of Minor Subdivisions- Article XII Section 400.1000 thru 400.1020 of the Willard Municipal Code, staff ask for your consideration for approval with the changes on the final vellum to include the following:

1. An additional 10ft. R.O.W.
2. A legal description of the proposed ingress / egress easement.
3. A name change suitable to the owner's agreement.

If you have any questions or concerns prior to the meeting please contact me at City Hall.

Randy Brown
Director of Development

City of Willard

Subdivision
Application Date 6/19/15.
Application Fee $300.00

APPLICATION
RE-PLAT/LOT SPLIT

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

Legal description of property (attach additional sheet if necessary: See attached description

Address of re-plat/lot split; 304 E Jackson St.

Property Owner's Name Morris Loan & Investment

If corporation, Corporate Official: Neal Wood President

Mailing Address 3078 S. Delaware Spfd, Mo 65804

Telephone Number 417-889-2525 Fax Number 417-889-3632

PROPERTY OWNER'S SIGNATURE(S):

____

(If corporation, signature of corporation official)

TRACT:1

A TRACT OF LAND LOCATED IN THE SE¼ OF THE NE¼ OF SECTION 26, T-30-N, R-23-W, WILLARD, GREENE COUNTY, MISSOURI; COMMENCING AT THE SE CORNER OF SAID SE¼ OF THE NE¼; THENCE N02°15'32"W, 893.77 FEET ALONG THE EAST LINE OF SAID SE¼ OF THE NE¼; THENCE N87°52'45"W, 20.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF MILLER ROAD FOR THE POINT OF BEGINNING; THENCE CONTINUING N87°52'45"W, 150.23 FEET; THENCE N02°15'32"E, 149.71 FEET; THENCE S64°45'15"E, 163.18 FEET TO THE INTERSECTION WITH SAID WEST RIGHT-OF-WAY LINE; THENCE S02°15'32"W, 85.62 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. CONTAINING 0.41 ACRES SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

TRACT:2

A TRACT OF LAND LOCATED IN THE SE¼ OF THE NE¼ OF SECTION 26, T-30-N, R-23-W, WILLARD, GREENE COUNTY, MISSOURI; COMMENCING AT THE SE CORNER OF SAID SE¼ OF THE NE¼; THENCE N02°15'32"W, 893.77 FEET ALONG THE EAST LINE OF SAID SE¼ OF THE NE¼; THENCE N87°52'45"W, 20.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF MILLER ROAD; THENCE N02°15'32"W, 85.62 FEET ALONG SAID WEST RIGHT-OF-WAY LINE FOR THE POINT OF BEGINNING; THENCE N64°45'15"W, 163.18 FEET; THENCE N02°15'32"E, 188.41 FEET TO THE INTERSECTION WITH SOUTH RIGHT-OF-WAY LINE OF JACKSON STREET; THENCE S50°45'10"E, 188.07 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE INTERSECTION WITH SAID WEST RIGHT-OF-WAY LINE OF MILLER ROAD; THENCE S02°15'32"W, 138.98 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. CONTAINING 0.56 ACRES SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

First Reading:________ Second Reading:_________

Council Bill No.: _______ Ordinance No.: _________

AN ORDINANCE

AUTHORIZING the acceptance of the lot split of tract #1 of 304 E. Jackson St. aka (East Center) in Willard, MO; and authorizing the City Clerk to sign the lot split upon compliance with the terms of this ordinance.

WHEREAS, the purpose of the lot split was to create for a potential buyer a .41 acre lot for the purpose of developing a commercial property.

WHEREAS, on June 23, 2015 the Planning and Zoning Commission of the City of Willard, Missouri, reviewed the aforementioned proposed lot split 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 do hereby accept the lot split of tract #1 of 304 E. Jackson St. (aka East Center) in Willard, Missouri as recommended by the Planning and Zoning Commission and as shown on the document attached hereto and incorporated herein as Exhibit "A", and that the lot split of said property comprises the following real estate to-wit:

Tract #1 of 304 E. Jackson St. (aka East Center) in the City of Willard, Missouri

Section 2: Upon compliance with all the requirements of this ordinance, the City Clerk is hereby authorized to endorse the Board of Aldermen's approval upon the lot split pursuant to Section 445.030, RSMo.

Section 3: This Ordinance shall be in full force and effect from and after the date of its passage by the Board of Aldermen and approval of the Mayor.

Passed at meeting: ____________________________

____

Corey Hendrickson, Mayor

Attest: ____, City Clerk

Approved as to form: ____, City Attorney

READ TWO (2) TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE 13th DAY OF July, 2015

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
FIRST (1st) READING			
______________________________ MEREDITH REAVES	_____	_____	_____
______________________________ DAVID LARIMORE	_____	_____	_____

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
______________________ 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	_____	_____	_____

AGENDA ITEM # 7

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.

Ordinance accepting the revisions to Ordinance # 091109A Board of Adjustment.

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

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

FIRST READ_______________ SECOND READ__________

BILL NO._______________ ORDINANCE NO.____________

AN ORDINANCE

AN ORDINANCE APPROVING A MUNICIPAL CODE AMENDMENT TO SECTION 400.170 OF THE MUNICIPAL CODE OF THE CITY OF WILLARD PERTAINING TO THE BOARD OF ADJUSTMENT.

WHEREAS, following proper notice; a public hearing was held before the Planning and Zoning Commission, a copy of the record of proceedings from said public hearing being attached hereto as Exhibit "A", and said Commission made its recommendation; and

WHEREAS, proper notice was given of a public hearing before the Board of Aldermen and that said hearing was held in accordance with the law.

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 IV, Land Use, Chapter 400: Land and Development Regulations Article III. Administration and Review Part 2. Commissions and Boards Section 400.170. Board of Adjustment as follows:

SECTION 400.170 BOARD OF ADJUSTMENT

A.

Composition Of Board Of Adjustment. The Board of Adjustment **for the City of Willard** shall be constituted in accordance with the provisions of Section 89.080, RSMo. The Board of Adjustment shall consist of five (5) members, who shall be residents of ~~the City~~ **Willard** except as provided in Section 305.410, RSMo., appointed by the Mayor and approved by the Board of Aldermen. Three (3) alternate members may be appointed to serve in the absence or disqualification of regular members. Members shall serve without compensation.

B.

Period Of Appointment. ~~Members and alternates shall be appointed for terms of five (5) years each. Any vacancy in a membership shall be filled for the unexpired term by appointment by the Mayor and approval by the Board of Aldermen.~~ **Members of the appointed Board of Adjustment shall serve as follows: one (1) member for one (1) year, one (1) member for two (2) years, one (1) member for three (3) years, one (1) member for four (4) years and one (1) member for five (5) years. Thereafter, members shall be appointed for terms of five (5) years each. Any vacancy in membership shall be filled for the unexpired term by appointment by the Mayor and approval by the Board of Aldermen. The Board shall elect a chairman who shall serve for one (1) year.**

C.

***Removal of Members.* All members and alternates may be removed for cause by the appointing authority upon written charges and after a public hearing. Vacancies shall be filled for the unexpired term of any member whose position becomes vacant.**

D.

Officers, Rules And Meetings.

1.

Officers. The Board of Adjustment shall elect a Chair**man and** Vice Chairman ~~and Secretary~~ from its membership.

2.

Adopting Rules. The Board of Adjustment shall adopt rules of procedure in accordance with the provisions of Section 89.010 to Section 89.170, RSMo.

3.

Meeting Schedule. Meetings of the Board of Adjustment shall be held at the call of the Chairman and at such other times as a majority of the Board of Adjustment may determine. Meetings shall be held frequently enough so that applications and appeals may be processed expeditiously.

4\.

Open Meetings. All meetings of the Board of Adjustment shall be open to the public and the agenda for each meeting shall be made available to the public in advance of the meeting as required by law.

5\.

Minutes of Meetings. ~~The Board of adjustment shall act by resolution.~~ The Board shall keep minutes of its proceedings, showing the vote of each member upon each question. The minutes shall reflect if a member is absent or fails to vote. All minutes shall be filed with the City Clerk and shall become public record. All testimony, objections thereto and rulings thereon shall be taken down by a reporter **employed by the Board for that purpose** or by electronic recording and may be transcribed upon request, provided that the cost of such transcription is paid to the City Clerk at the time the request is made.

6. Board of Adjustment Quorum. **At any meeting at which a vote is taken to reverse any order, requirement, decision or determination of the Administrative Official or to vote on any applicant request, a quorum for the Board of Adjustment shall consist of the number of members equal to four-fifths (4/5) of the regular Board membership, excluding vacant seats. A member who has withdrawn from the proceedings without an excuse, as provided for in Subsection (F), shall be counted as present for purposes of determining a quorum. Three (3) members shall constitute a quorum for meetings of the Board of Adjustment for all other matters.**

E.

Powers and Duties Of Board Of Adjustment. The Board of Adjustment shall hear and decide:

1\.

Appeals from any order, decision, requirement or interpretation made by any administrative official of the City of Willard. ~~where it is alleged that there is an error in any order, decision or interpretation made by an Administrative Official in the enforcement of the zoning provisions of this Chapter in accordance with the provisions of the Section.~~

2\.

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

READ TWO (2) TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE 13th DAY OF JULY, 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			

MEMBERS OF THE BOARD OF ALDERMEN: **SECOND (2nd) READING**	YES	NO	ABSTAINED
MEREDITH REAVES			
DAVID LARIMORE			
MICHAEL BARR			
DON LEE			
JAMIE BUCKLEY			
LARRY WHITMAN			

AGENDA ITEM # 8

Ordinance accepting the contract between Infinisource and the City of Willard for time and attendance equipment and software.

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

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

First Reading:________ Second Reading: ____________

Council Bill No.: ________ Ordinance No.: __________

AN ORDINANCE

ACCEPTING **the proposal of Infinisource to provide time and attendance equipment and software to the City of Willard, and authorizing the Mayor to execute all necessary documents, on behalf of the City of Willard, to accept the proposal.**

WHEREAS, the City of Willard has selected Infinisource to provide said services as itemized in detail in Exhibit A as attached hereto;

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

Section 1: That the Mayor, on behalf of the City of Willard, Missouri is hereby authorized to accept the proposal of Infinisource to provide the services described in Exhibit A.

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

Approved as to form: ________________________________
City Attorney

____
Corey Hendrickson, Mayor

Attest: ________________________________
City Clerk

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
FIRST (1st) READING			
____________________ MEREDITH REAVES	____	____	____
____________________ DAVID LARIMORE	____	____	____
____________________ MICHAEL BARR	____	____	____
____________________ DON LEE	____	____	____
____________________ JAMIE BUCKLEY	____	____	____
____________________ LARRY WHITMAN	____	____	____

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
SECOND (2nd) READING			
______________________ MEREDITH REAVES	____	____	____
______________________ DAVID LARIMORE	____	____	____
______________________ MICHAEL BARR	____	____	____
______________________ DON LEE	____	____	____
______________________ JAMIE BUCKLEY	____	____	____
______________________ LARRY WHITMAN	____	____	____

iSolved TimeForce

Subscription Agreement

This Subscription Agreement between Infinisource, Inc., and the undersigned Subscriber is for the purpose of Internet access to the TimeForce ® software application.

Employer Legal Name: City of Willard

Fees. Subscriber agrees to pay the following fees:
Set-up and first month's fees to be paid now: $2766.25
Eleven monthly payments to follow of: ~~$721.25~~ $110.00 + $240.00 = $350.00 minimum

Description	Onetime	Recurring	Qty.	Amount
Web Based Implementation and Training	☑	☐	1	$2000.00
4 Velocity 800 Biometric Clocks $60/Month Each	☐	☑	1	$240.00
TimeForce Silver Package SAAS Software - ~~175~~ licenses $2.75 EA/Mo	☐	☑	1	~~$481.25~~ Variable
Shipping	☑	☐	1	$45.00
fees per month in blocks	☐	☐		
of 5 employees. Minimum	☐	☐		
40 employees and maximum	☐	☐		
125 employees.	☐	☐		
	☐	☐		
	☐	☐		

Billing Information
Purchase order: ______ Billing contact: ______
Billing address: ______
Telephone: ______ Email: ______

Billing Frequency – Monthly **Payment Type:** Electronic Funds Transfer ☐ Credit Card ☐

Terms of payment. Initial fees and monthly fee for the first month are payable upon signature of this Agreement. Subsequent monthly fees are payable during the last week of the preceding month.

Indicate payment method and complete signature area for authorization.
☐ MasterCard ☐ Visa ☐ American Express ☐ Discover
Cardholder name as it appears on the card: ______
Billing address: ______
Card # ______ Expiration date ______ Security code ______

☐ Checking Account (attach copy of voided check) ☐ Savings Account (attach copy of savings deposit slip)

Employer legal name City of Willard FEIN ______
Bank name ______ Bank Contact ______
Branch ______ ABA routing ______ Acct. ______
Bank address ______

d. You will not reverse engineer, disassemble, decompile or otherwise attempt to derive source code, trade secrets, programming methods or Confidential Information from the Website.

~~You agree to indemnify Infinisource against any actions, proceedings, liabilities, damages, costs, and expenses (including attorneys' fees) that Infinisource may incur or suffer in connection with any of your Subscriber Materials or by reason of the breach of any of your warranties and representations under this Agreement.~~

6. Shared Resources. Excessive use or abuse of shared network resources is prohibited. Misuse of network resources in a manner that impairs network performance is prohibited and may result in termination of this Agreement.

7. Use of Website and Materials. Except as otherwise indicated on the Website, you may view, print, and copy any working files and documents produced by the Software for your business, software help files and similar documents solely for your own informational and internal business purposes. Infinisource reserves the right to revoke its consent at any time. The documents and information permitted to be copied exclude Website layout and design and any Infinisource logos or graphics. Except as otherwise permitted, no portion of the information on the Website may be copied without prior written permission from Infinisource. Your access to or use of any third party web sites linked to the Website are entirely at your own risk.

8. Ownership. Infinisource owns all right, title and interest in and to the Website and its contents, including the Software and documentation, Infinisource's trademarks, and all related intellectual property rights (excluding portions of the Service provided by third party licensors). The Software and accompanying documentation and materials on the Website may be used only for the purposes described in this Agreement. You may not copy, download, modify or distribute the Software or other Website content in any way, except as permitted by this Agreement or with Infinisource's express written permission. Any rights not expressly granted herein are reserved by Infinisource.

9. Confidential Information. "Confidential Information" means Infinisource's pricing, data and information provided by Subscriber and its users in connection with using the Service, either party's non-public business and technology information, trade secrets, any written materials marked as confidential and any other information which reasonably should be understood to be confidential. Confidential Information excludes information that (a) is or becomes generally available to the public without fault of the receiving party; (b) was rightfully in the receiving party's possession prior to its disclosure by the other party; (c) is independently developed without the use of any Confidential Information of the disclosing party; or (d) is obtained without obligation of confidentiality from a third party who has the right to disclose it. The receiving party shall not disclose Confidential Information to any person (other than employees and independent contractors with a need to know such information) or use it for any purpose, except as expressly permitted by this Agreement. The receiving party shall give Confidential Information at least the same level of protection as it gives its own information of similar sensitivity, but not less than what is commercially reasonable. All confidentiality obligations survive termination of this Agreement.

10. Warranties and Disclaimers. Except as expressly set forth herein, the Software, Website and Service are provided "AS IS". INFINISOURCE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Infinisource does not warrant that the Service, Website and Software are entirely error-free. IN NO EVENT SHALL INFINISOURCE BE LIABLE FOR LOST PROFITS, LOST DATA, INTERRUPTIONS OF BUSINESS, OR ANY INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER INFINISOURCE HAS NOTICE OF THE POTENTIAL FOR SUCH LOSS OR DAMAGE. INFINISOURCE'S TOTAL LIABILITY FOR ANY CLAIM OR DAMAGE ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE FEES YOU HAVE PAID DURING THE 12-MONTH PERIOD PRIOR TO THE CLAIM.

11. Feedback and User Information. Any feedback, information or other communications you transmit or post to the Website will be considered non-confidential and non-proprietary communications, except credit card information and information referenced in Infinisource's Privacy Policy. Any press release or other public statement regarding this Agreement requires Infinisource's consent. Infinisource may include Subscriber on customer lists provided to potential customers and other third parties.

12. Applicable Laws. This Agreement is governed by the laws of ~~Utah~~ Missouri (excluding conflicts of laws provisions). Infinisource makes no representation that the Software, documents, graphics and other information in the Website ("Materials") are appropriate or available for use outside of the United States, and access to them where their content is illegal is prohibited. If you choose to access the Website from other locations, you are responsible for compliance with local laws. You may not use or export the Materials in violation of U.S. export laws and regulations.

13. General. This Agreement constitutes the entire agreement between the parties concerning this subject matter and supersedes all written or oral prior agreements or understandings. This Agreement may not be amended except in writing and signed by both parties. If any term of this Agreement is found void or unenforceable, all other terms remain in full force and effect. You may not assign this Agreement without Infinisource's prior written consent.

Subscriber authorizes Infinisource to charge Subscriber's credit card or bank account as indicated in the Billing Information section and to initiate these transactions automatically. If you decide to discontinue automatic payment service, you must give Infinisource 30 days prior written notice. To ensure proper billing, you agree to provide any billing changes to Infinisource no later than the fifth (5th) of the month in which the change is to be effective. If Infinisource's efforts to obtain payment are not successful, Infinisource will notify Subscriber and discontinue access to the Service until all past due payments are made. By signing below, you authorize Infinisource to debit the following account for all fees and charges due under this Agreement.

By signing below, the parties agree to the foregoing, the attached Terms and Conditions and Exhibits. This Agreement is effective as of the date signed in Exhibit 1.

Infinisource, Inc.	**Subscriber**
By: ____________________	By: ____________________
Print name: ____________________	Print name: ____________________
Title: ____________________	Title: ____________________
Address: 9350 S 150 E, Suite 300 Sandy, Utah 84070	Address: ____________________
Phone: 800-733-8839, Ext. 2321	Phone: ____________________

Terms and Conditions

Infinisource and Subscriber ("you") agree as follows:

1. Access to Software and Materials. Subscriber has access to the Website, the software on such Website ("Software") and related materials made available as part of the Service by Infinisource. Infinisource grants you a non-exclusive, non-transferable license and lease, during the term of this Agreement, to use the Service for your own internal business purposes. You acknowledge and agree that the Website, Software and materials that are made available as part of the Service may be updated and changed from time to time, in Infinisource's sole discretion.

2. Fees Payable by Subscriber. Subscriber will pay the fees listed in this Agreement. Subscriber is responsible for any applicable taxes. Failure to pay may result in suspension of your account until payment is made. If you enroll in the Service using a credit card, you certify to Infinisource that you are the cardholder or that you are expressly authorized by the cardholder to enroll in the Service. After the first year of this Agreement, Infinisource may modify its fees, provided that any increase shall not exceed 10% over the previous year's fees. Monthly fees shall be due by the first day of each month in which services are provided. Any amounts not paid when due shall be subject to interest at the rate of 1.5% per month or the highest rate permitted by law, whichever is less.

3. Support. Infinisource will provide you with telephone-based and web-based technical support to assist you in utilizing the Service, during Infinisource's regular business hours, in accordance with its standard support policies. Infinisource shall make reasonable, good faith efforts to respond technical support requests and to correct errors within a reasonable time.

4. Term of Agreement.

4.1 Term and Termination. The initial term of this Agreement is one year from the Effective Date. If neither party gives notice of non- renewal at least 60 days before the end of the initial term or any succeeding term, this Agreement automatically renews for additional one-year terms. Either party may terminate this Agreement if the other party materially breaches this Agreement and fails to cure the breach within 30 days after receipt of written notice of the breach from the other party.

4.2 Effect of Termination. Upon any termination of this Agreement, Infinisource shall discontinue providing the Service to Subscriber. Each party shall promptly return to the other party or destroy all Confidential Information of the other party. Subscriber shall pay to Infinisource all outstanding fees and amounts owed within 30 days of the date of termination. In addition to where it is so stated, it is agreed that Sections 2, 4.2, 5, 8, 9, 10 and 13 shall survive termination of this Agreement.

5. Subscriber's Representations and Warranties. You represent and warrant to Infinisource that:

a. You have full power and authority to enter into this Agreement and make the agreements specified herein.
b. Any data, information or materials you place on the Website or use with the Service (collectively, "Subscriber Materials") will not contain any libelous or unlawful material or any materials or instructions that may cause harm or injury, and will not violate any person's right of privacy or copyright, trademark, or other intellectual property rights.
c. You will not sublicense your rights or to allow any third parties to use or access the Service in a "service bureau" mode.

AGENDA ITEM # 9

Ordinance accepting the grant for the MoDOT DWI Enforcement Campaign.

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

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

First Reading: Second Reading:

Council Bill No. Ordinance No.

AN ORDINANCE

AUTHORIZING AND ACCEPTING THE MoDOT TRAFFIC AND HIGHWAY SAFETY DIVISION DWI ENFORCEMENT CAMPAIGN GRANT.

WHEREAS, the City of Willard, MO has been identified as eligible by MoDOT's Traffic and Safety Division to participate in the July 4th DWI Enforcement Campaign and;

WHEREAS, the City of Willard, MO will receive a maximum reimbursement amount of $500.00 from MoDOT upon the submission of the Overtime Enforcement Manpower Report.

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

Section 1: The Mayor is authorized to accept and enter into the agreement authorizing and accepting the MoDOT DWI Enforcement grant.

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 by the Mayor.

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

Approved as to form: ________________________
City Attorney

Attested by: ________________________ ________________________
City Clerk Corey Hendrickson, Mayor

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	____	____	____

Notice of Eligibility and Statement of Work

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

JULY 4TH 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

JULY 4TH DWI ENFORCEMENT CAMPAIGN	*Maximum Reimbursement Amount
July 3 - 5, 2015	**$500**

Participation in this enforcement campaign requires that your agency:

1. 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)
2. 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 From 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.
3. Return (fax to 660-543-4482, or scan then email) the completed UCM Subaward/Subcontract Agreement, **no later than JULY 3, 2015** to:
   - **Mindy Sergent, email: sergent@ucmo.edu: Fax: 660-543-4482, Phone: 800-801-3588 / 660-543-4392**
4. 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
5. 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 AUGUST 21, 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")	Willard Police Dept. ("COLLABORATOR")
Name: **University of Central Missouri** Address: Missouri Safety Center Humphreys, Suite 200 Warrensburg, MO, 64093	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: July 3 - 5, 2015	**Amount of Award: $500**

Project Title: July 4th DWI Enforcement Campaign

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 intending 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	**6/16/2015** 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	**6/16/2015** Date	**Print name:** **Agency Phone Number:**	**Date**
Email: sergent@ucmo.edu		**Agency Email Address:**	

AGENDA ITEM #10

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.

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

Please see the email on the next page for clarification on this item.

From: Payne, Jeremy [mailto:Jeremy.Payne@dnr.mo.gov]
Sent: Tuesday, June 16, 2015 1:06 PM
To: ca@cityofwillard.org
Subject: Small Community Engineering Assistance Program

Mr. Mitchell,

After conducting a recent review of the Small Community Engineering Assistance Program (SCEAP) file for the city of Willard, it was discovered that the engineering contract between the city and Olsson Associates has expired. In order for the department to release any additional funds for this project, we will need an addendum to the A/E agreement executed by both parties extending the time frame for the project. The city still has until October 31, 2016 to utilize the funds, we just cannot give the funds to the city until we have this addendum. The city is not in danger of losing the remaining funds at this time. If you have any questions, please feel free to contact me. Thank you for your time.

Jeremy Payne
Project Coordinator
Missouri Department of Natural Resources
DEQ/WPP/FAC
Phone: 573-751-6823
Fax: 573-751-9396

FIRST READ: ___________ SECOND READ: ____________

BILL NO.______________ ORDINANCE NO.___________

AN ORDINANCE

AN ORDINANCE APPROVING AN AMENDMENT TO THE WILLARD WASTEWATER MASTER FACILITY PLAN.

WHEREAS, due to the expiration date on the original contract, an amendment is necessary to allow for the release of any additional funds by the Department of Natural Resources for the funding of this project.

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 the Willard Wastewater Master Facility Plan between the City of Willard, MO and Olsson Associates Inc. signed and agreed to on August 19, 2014.

Section 2: That the Mayor, on behalf of the City of Willard, Missouri is hereby authorized to accept the amendment to the Department of Natural Resources Wastewater Small Community Engineering Assistance Program Contract as is described in that document attached hereto and incorporated herein by reference as Exhibit "A".

Section 3: This Ordinance shall be in full force and effect from and after the date of its passage by the Board of Aldermen and approval of the Mayor.

Passed at meeting: ___________________________

____

Corey Hendrickson, Mayor

Attest: ____, City Clerk

Approved as to form: _____________________________________, City Attorney

READ TWO (2) TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE 13th DAY OF July, 2015.

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
FIRST (1st) READING			
_____________________________ MEREDITH REAVES	_____	_____	_____
_____________________________ DAVID LARIMORE	_____	_____	_____

Exhibit "A"

LETTER AGREEMENT
AMENDMENT #1

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated August 19, 2014 between City of Willard ("Client") and Olsson Associates, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project Description: Willard Wastewater Master Facility Plan

Project is located at: Willard, MO

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Schedule to complete the Scope of Services under the Agreement is amended as set forth below:

SCHEDULE FOR OLSSON'S SERVICES

Anticipated Completion Date: May 13, 2016

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson.

OLSSON ASSOCIATES, INC.

By John K Forrester By Jerry Jesky

John Forrester, P.E. Jerry Jesky, P.E.

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

CITY OF WILLARD

By ______________________________
Signature

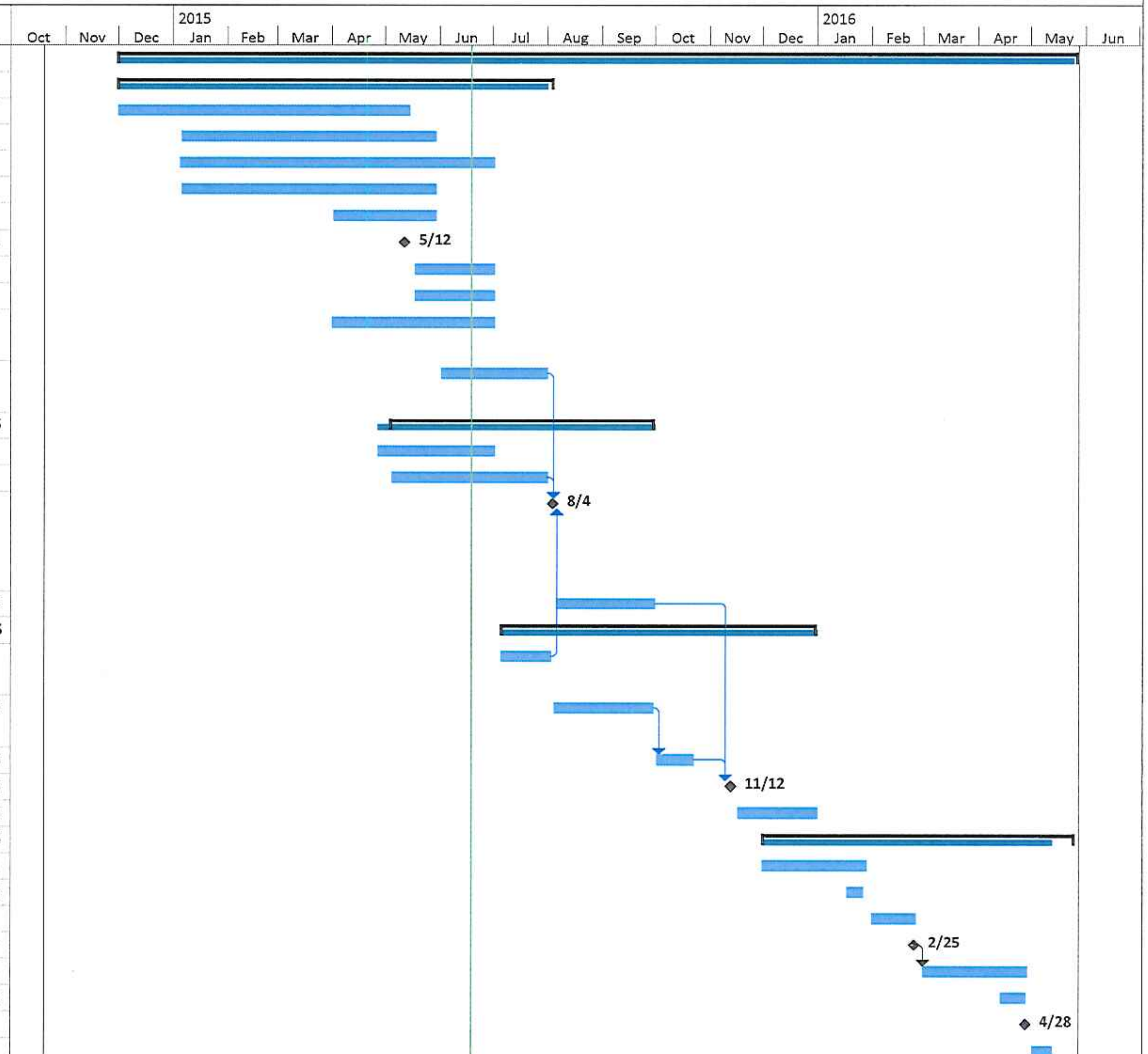
Printed Name ____________________

Title ____________________________ Dated: ____________________

PROJECT SCHEDULE
Wastewater Engineering Report

OLSSON ASSOCIATES

Task Name	Duration (Calendar Days)	Start	Finish
Willard Wastewater Engineering Report	**543 days**	**Mon 12/1/14**	**Fri 5/27/16**
Evaluate Existing WW Facilities	**246 days**	**Mon 12/1/14**	**Tue 8/4/15**
Work plan and initial data request	165 days	Mon 12/1/14	Fri 5/15/15
Review previous studies, maps	144 days	Mon 1/5/15	Fri 5/29/15
Review and analyze system data	178 days	Mon 1/5/15	Thu 7/2/15
Develop collection system mapping	144 days	Mon 1/5/15	Fri 5/29/15
Collection system map review by City and OA revisions	58 days	Wed 4/1/15	Fri 5/29/15
Meet with City to discuss/supplement data	0 days	Tue 5/12/15	Tue 5/12/15
Pump station inspections, system capacity analysis	45 days	Mon 5/18/15	Thu 7/2/15
Review Meadows Treatment Facility (capacity analysis)	45 days	Mon 5/18/15	Thu 7/2/15
Summarize planning area topography and WW system inventory	92 days	Wed 4/1/15	Thu 7/2/15
Project future populations and WW flows, calculate system capacities, estimate I&I flows from data	60 days	Mon 6/1/15	Fri 7/31/15
Develop I&I Reduction Plan	**149 days**	**Mon 5/4/15**	**Wed 9/30/15**
Review existing City procedures, data, and results	66 days	Mon 4/27/15	Thu 7/2/15
Develop plan to locate and investigate sources of I&I	88 days	Mon 5/4/15	Fri 7/31/15
Work Session with City staff: Review findings from data analysis, draft I&I reduction plan, and initial alternatives for handling peak flows; determine specific alternatives to evaluate, get feedback on draft I&I reduction plan	0 days	Tue 8/4/15	Tue 8/4/15
Refine I&I Reduction Plan	56 days	Wed 8/5/15	Wed 9/30/15
Capital Improvements Plan	**178 days**	**Mon 7/6/15**	**Thu 12/31/15**
Develop intial alternatives for handling projected peak flows	28 days	Mon 7/6/15	Mon 8/3/15
Refine chosen alternatives and costs for handling projected peak flows	56 days	Wed 8/5/15	Wed 9/30/15
Develop and submit draft CIP to City	21 days	Thu 10/1/15	Thu 10/22/15
CIP review/work-session with City	0 days	Thu 11/12/15	Thu 11/12/15
Refine CIP	45 days	Mon 11/16/15	Thu 12/31/15
Engineering Report	**176 days**	**Tue 12/1/15**	**Wed 5/25/16**
Develop and submit draft engineering report	59 days	Mon 11/30/15	Thu 1/28/16
Internal QC of draft report	9 days	Mon 1/18/16	Wed 1/27/16
City review of draft report	25 days	Mon 2/1/16	Fri 2/26/16
Meet with city to discuss review of report	0 days	Thu 2/25/16	Thu 2/25/16
Refine Engineering Report	59 days	Mon 2/29/16	Thu 4/28/16
Internal QC of final report	14 days	Wed 4/13/16	Wed 4/27/16
Present final report to City	0 days	Thu 4/28/16	Thu 4/28/16
Refine/Submit final report to City/DNR	11 days	Mon 5/2/16	Fri 5/13/16



MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
____________________ MICHAEL BARR	____	____	____
____________________ DON LEE	____	____	____
____________________ JAMIE BUCKLEY	____	____	____
____________________ LARRY WHITMAN	____	____	____

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
SECOND (2nd) READING			
____________________ MEREDITH REAVES	____	____	____
____________________ DAVID LARIMORE	____	____	____
____________________ MICHAEL BARR	____	____	____
____________________ DON LEE	____	____	____
____________________ JAMIE BUCKLEY	____	____	____
____________________ LARRY WHITMAN	____	____	____

AGENDA ITEM # 11

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

(1st Read). Discussion/Vote.

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

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

	YES	NO	ABSTAINED
______________________ 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	____	____	____

AGENDA ITEM # 12 and # 13

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

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

These are being presented by the Chief Financial Officer.