

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

May 11, 2015

7:00 p.m.

Willard City Hall

224 W. Jackson Street

Mayor

Corey Hendrickson

Board Members

Michael Barr

Jamie Buckley

David Larimore

Don Lee

Meredith Reaves

Larry Whitman

www.cityofwillard.org

**CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
May 11, 2015
7:00 P.M.**

Posted May 4, 2015

Notice is hereby given that the City of Willard, Missouri, Board of Aldermen will conduct a meeting at 7:00 p.m. May 11, 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 April 13, 2015 meeting.
 - b. Approval of the minutes from the April 27, 2015 meeting.
- 3. Auditor Report.**
- 4. Financial Reports.**
 - a. March 2015 Budget Summaries.
 - b. March 2015 Financial Statements.
 - c. April 2015 and April 2015 Outstanding Invoices, Paid Invoices, Online Payments and Transfers.
 - d. March 2015 Check Register.
 - e. April 2015 Water Loss Report.
 - f. April 2015 Utility Adjustments Report.
- 5. Department Head Reports.**
- 6. Citizen Input (5 minute limit per person).**
- 7. Ordinance accepting the reappointment of the Willard City Attorney, Ken Reynolds. (1st Read) Discussion/Vote.**
- 8. Ordinance accepting the reappointment of the Willard Municipal Judge, Kristoffer Barefield. (1st Read) Discussion/Vote.**
- 9. Ordinance accepting the gas franchise agreement between City Utilities and the City of Willard, MO. (1st Read) Discussion/Vote.**
- 10. Ordinance accepting the electric franchise agreement between City Utilities and the City of Willard, MO. (1st Read) Discussion/Vote.**

11. Ordinance accepting the contract with Cox Health for the lease of the Willard Fitness Center. (1st Read).
12. Ordinance accepting the contract with Commerce Bank for Depository and Banking services. (1st and 2nd Read). Discussion/Vote.
13. Discussion/Vote on revisions to Ordinance #140609G Additional Duties of the City Administrator.
14. Discussion/Vote on revisions to Ordinance #101213 Open Meetings and Records Policy.
15. New Business.
16. Old Business.
17. 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



AGENDA ITEM # 2

Approval of minutes

- a. Approval of the Minutes from the April 13, 2015 meeting.
- b. Approval of the minutes from the April 27, 2015 meeting.

Presented by the City Clerk

**CITY OF WILLARD
BOARD OF ALDERMEN
OPEN MEETING
April 13, 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 and Chief of Police, Tom McClain.

City Attorney Ken Reynolds was present.

Citizens in attendance: Corey, Kate, Hannah, Grace and Tyler Hendrickson, Roscoe Killingsworth, Mindy Latham, Sam Baird, Alice Mitchell, Jim Vaughn, Charlton Chastain, Mike Best, David Roggensees, Gail Helton, Todd Moss, Brianna Bowen, Robert Nobriga, Marchelle Nobriga-Roe, Jim Vaughn, Lucille Murray and Wendell and Barbara Forshee.

Pledge of Allegiance.

The Pledge of Allegiance was led by Mayor Pro-Tem Larimore.

Call to Order.

Mayor Pro-Tem Larimore called the meeting to order at 7:00 pm.

SWEAR/AFFIRM IN NEWLY ELECTED OFFICIALS

The City Clerk swore in the new Board of Aldermen members: Alderman Lee and Alderman Whitman.

The City Clerk swore in the new Mayor: Mayor Hendrickson.

New Board member Jamie Buckley will be sworn in at the meeting on April 27, 2015 due to his absence at this meeting.

Roll Call.

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

Agenda Amendments/Agenda Approval.

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

Approve the Minutes of the Regular Meeting on March 23 2015.

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

Elections of the Mayor Pro-Tem and the Planning and Zoning Board Representative.

Reappointments to the Planning and Zoning Commission.

a. Elect Mayor Pro-tem.

Motion to table the vote until the next meeting made by Alderman Lee with a second made by Alderman Barr. The motion carried with a vote of 4-0. Voting aye: Aldermen Lee, Whitman, Larimore and Barr.

b. Elect Board of Aldermen representative to serve on the Planning and Zoning Commission.

Motion to appoint Alderman Larimore to serve on the Planning and Zoning Commission as the Board of Aldermen representative. There was a second by Alderman Whitman. The motion carried with a vote of 4-0. Voting aye: Aldermen Lee, Whitman, Larimore and Barr.

c. Reappointment of Terry Kathcart to the Planning and Zoning Committee.

Motion by Alderman Larimore with a second by Alderman Barr to reappoint Terry Kathcart to the Planning and Zoning Commission. The motion to approve the reappointment carried with a vote of 4-0. Voting aye: Aldermen Lee, Whitman, Larimore and Barr.

d. Reappointment of Lucille Murray to the Planning and Zoning Committee.

Motion by Alderman Lee with a second by Alderman Larimore to reappoint Lucille Murray to the Planning and Zoning Commission. The motion to approve the reappointment carried with a vote of 4-0. Voting aye: Aldermen Lee, Whitman, Larimore and Barr.

e. Reappointment of Valorie Simpson to the Planning and Zoning Committee.

Motion by Alderman Lee with a second by Alderman Barr to reappoint Valorie Simpson to the Planning and Zoning Commission. The motion to approve the reappointment carried with a vote of 4-0. Voting aye: Aldermen Lee, Whitman, Larimore and Barr.

Citizen Input.

Todd Moss and Marchelle Roc both spoke to the Board about concerns on the noise and peace disturbance ordinances. David Roggensees addressed the Board about the need to keep the fitness center open and about the MoDot vote for the "2+2+2" gas tax bill. Wendell Forshee welcomed the new Board and stated that he will be the union steward for the new Board and that there are people that work at City Hall that should not be there and that if he has way, they will not be.

Financial Reports.

a. February 2015 Budget Summaries.

Informational Only.

b. February 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 Larimore, Whitman, Lee and Barr.

c. March 2015 and April 2015 Outstanding Invoices, Paid Invoices, Online Payments and Transfers. Motion was made by Alderman Lee with a second by Alderman Larimore to approve the items. The motion carried with a vote of 4-0. Voting aye: Aldermen Larimore, Whitman, Lee and Barr.

d. February 2015 Check Register.

Informational Only.

e. March 2015 Water Loss Report. Informational Only.

f. March 2015 Utility Adjustments Report. Motion was made by Alderman Larimore with a second by Alderman Whitman to approve the report. The motion carried with a vote of 4-0. Voting aye: Aldermen Larimore, Whitman, Lee and Barr.

Ordinance accepting the STP-5944 (802) Urban Agreement with the Missouri Highways and Transportation Commission. Discussion/Vote. (1st Read).

AN ORDINANCE approving the agreement between the City of Willard and Great River Associates, Inc.

First read was conducted by the City Clerk.

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

Ordinance accepting the contract between Olsson Associates and the City of Willard to provide Engineering Services for Sidewalk Improvements at Jackson St. and Main St. (1st Read) Discussion/Vote.

AN ORDINANCE approving the agreement between the City of Willard and Olsson Associates, Inc.

First read was conducted by the City Clerk.

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

Ordinance accepting the concessions contract with Coca Cola for the Parks Department. (2nd Read) Discussion/Vote.

AN ORDINANCE accepting the proposal of Ozarks Coca-Cola/Dr. Pepper Bottling Company to provide concessions for the City of Willard Parks Department, and authorizing the Mayor to execute all necessary documents, on behalf of the City of Willard, to accept the proposal.

Second read was conducted by the City Clerk.

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

Ordinance revising Ordinance #130610 Order of Business. (1st Read) Discussion/Vote.

AN ORDINANCE amending Title I, Government Code, Chapter 110, Mayor and Board of Aldermen, Article II, Order of Business, Section 110.090 Order of Business of the Willard Municipal Code, by amending Section 110.090, of the Municipal Code of the City of Willard.

First read was conducted by the City Clerk.

Motion was made by Alderman Barr with a second by Alderman Larimore to approve the revision. The motion carried with a vote of 3-1. Voting aye: Aldermen Larimore, Whitman and Barr. Voting nay: Alderman Lee.

Ordinance accepting the contract with Monkey Business for Freedom Fest 2015. (1st Read) Discussion/Vote.

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

First read was conducted by the City Clerk.

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

Ordinance accepting the 2015 Codification. (2nd Read) Discussion/Vote.

AN ORDINANCE adopting and enacting a new code of ordinances of the City of Willard, County of Greene, State of Missouri.

Second read was conducted by the City Clerk.

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

Ordinance accepting the Department of Natural Resources Source water Protection Grant. (1st Read) Discussion/Vote.

AN ORDINANCE authorizing and accepting the Department of Natural Resources Source Water Protection Development and Implementation Grant.

First read was conducted by the City Clerk.

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

Discussion on the City noise ordinance and peace disturbances.

The Chief of Police discussed the current City ordinances on noise and peace disturbances. The Chief requested information from other municipalities but did not receive any information that was different than the Willard codes. The Chief stated that there is no quick solution to accommodate the business owners and the residential citizens. More information will be brought back to the Board as it is collected.

Discussion/Vote on the future operation of the Willard Fitness Center.

There was discussion among the Board and the Director of Community Services. **Motion** was made by Alderman Lee with a second by Alderman Larimore to have the City Administrator speak with Chris Fleur of Cox Health and see if an agreement could be made to keep Cox in charge of the Willard Fitness Center for three (3) more years. The motion carried with a vote of 4-0. Voting aye: Aldermen Larimore, Lee, Whitman and Barr.

New Business.

None

Old Business.

Alderman Barr and Alderman Lee asked about the status of the monthly water loss report and the replacement of the older water meters to the new electronic meters. The City Administrator stated that the Public Works Director would make a presentation on both of these issues at the Board of Aldermen meeting on May 11th.

Adjourn meeting.

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

Meeting adjourned at 10:00 p.m.

Dale Duvall, City Clerk

Corey Hendrickson, Mayor of Willard

**CITY OF WILLARD
BOARD OF ALDERMEN
OPEN MEETING
April 27, 2015**

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

City Attorney Ken Reynolds was present.

Citizens in attendance: Mindy Latham, Sam Baird, Kate Hendrickson, Alice Mitchell, Brandi Hicks, Rick Halverson, Alyce Crosby, Mark Wilcox and Lucille Murray.

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.

SWEAR/AFFIRM IN NEWLY ELECTED OFFICIAL

The City Clerk swore in the new Board of Alderman member: Alderman Buckley.

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

Election of the Mayor Pro-Tem

Motion made by Alderman Lee with a second made by Alderman Buckley to appoint Alderman Barr as the Mayor Pro-Tem. The motion carried with a vote of 6-0. Voting aye: Aldermen Lee, Buckley, Reaves, Whitman, Larimore and Barr.

Citizen Input.

None.

Ordinance accepting the bid and the COP contract for the Parks Department. (1st and 2nd Read)
Discussion/Vote.

Jack Dillingham of Piper Jaffrey discussed the contract and the ordinance with the Board.

First read was conducted by the City Clerk.

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

Second read was conducted by the City Clerk.

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

A recess was called to allow for time to sign and notarize the documents for Mr. Dillingham at 7:25 p.m. and ended at 7:40 p.m.

Ordinance accepting the bid and contract for the Security Fence at the Meadows Wellhead. (1st and 2nd Read) Discussion/Vote.

The Director of Development discussed the fence bid with the Board and informed them that Carnahan-White was the only bid that was received and that it did come in under budgeted grant money. The project has a June 1, 2015 completion date and therefore 1st and 2nd read are necessary tonight.

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 of the ordinance. The motion carried with a vote of 6-0. Voting aye: Aldermen Lee, Buckley, Reaves, Whitman, Larimore and Barr.

Second read was conducted by the City Clerk.

Motion was made by Alderman Reaves with a second by Alderman Lee to approve the second read of the ordinance. The motion carried with a vote of 5-1. Voting aye: Aldermen Lee, Reaves, Whitman, Larimore and Barr. Voting nay: Alderman Buckley.

Ordinance accepting the bid and contract for the repaving of the parking lot at the Jackson St. Park Aquatic Center. (1st and 2nd Read) Discussion/Vote.

The Community Services Director informed the Board that the bid from Whisler Construction was the only bid that was received. The reason for 1st and 2nd read tonight is so that the parking lot can be completed prior to the Aquatic Center opening on May 21st.

First read was conducted by the City Clerk.

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

Second read was conducted by the City Clerk.

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

Ordinance accepting the contract with Sunshine Nurseries for the purchase of trees for the Jackson St. Park. (1st and 2nd Read). Discussion/Vote.

Lucille Murray of the tree Board spoke to the Board about the purchase of the trees for the Jackson St. Park. There have been seventy (70) trees planted.

First read was conducted by the City Clerk.

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

Second read was conducted by the City Clerk.

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

Ordinance accepting the bid and contract with Varsity Scoreboards for the Parks and Recreation Department. (1st and 2nd Read). Discussion/Vote.

The Community Services Director spoke to the Board and stated that the City had received three (3) bids. The reason that the Parks Department was asking for approval of Varsity Scoreboards even though their bid came in a little higher than one of the other bids was due to the fact that Varsity could deliver the scoreboard before baseball season starts. The other companies could not.

First read was conducted by the City Clerk.

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

Ordinance accepting the STP-5944 (802) Urban Agreement with the Missouri Highways and Transportation Commission. (2nd Read) Discussion/Vote.

Second read was conducted by the City Clerk.

Motion was made by Alderman Barr 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 Lee, Reaves, Whitman, Larimore, Barr and Buckley.

Ordinance accepting the contract between Olsson Associates and the City of Willard to provide Engineering Services for Sidewalk Improvements at Jackson St. and Main St. (2nd Read) Discussion/Vote.

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: Aldermen Lee, Reaves, Whitman, Larimore, Barr and Buckley.

Ordinance revising Ordinance #130610 Order of Business. (2nd Read) Discussion/Vote.

Second read was conducted by the City Clerk.

Motion was made by Alderman Larimore. Alderman Buckley expressed concern over the verbiage changes in the ordinance. After discussion among the Board no second motion was made. The motion dies for lack of a second.

Ordinance accepting the contract with Monkey Business for Freedom Fest 2015. (2nd Read) Discussion/Vote.

Second read was conducted by the City Clerk.

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

Ordinance accepting the Department of Natural Resources Source Water Protection Grant. (2nd Read) Discussion/Vote.

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 6-0. Voting aye: Aldermen Lee, Reaves, Whitman, Larimore, Barr and Buckley.

Discussion/Vote on the Parks Rental Deposit Policy.

The Community Services Director spoke to the Board about the current procedure for the refunding of rental deposits. In waiting for the Board to approve the refunds, it currently is taking over a month in some situations for the refund to be issued.

Motion was made by Alderman Lee with a second by Alderman Larimore to allow for the Chief Financial Officer to process the refund in a more timely matter without going to the Board for pre-approval. The motion carried with a vote of 6-0. Voting aye: Aldermen Larimore, Lee, Buckley, Reaves, Whitman and Barr.

Discussion/Vote for the accepting the bid for the Depository and Banking Services for the City of Willard.

The Chief Financial Officer went over the three (3) bids that the City had received for the City's banking services. A request was made by the Chief Financial Officer that the City stay with Commerce Bank.

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

Discussion/Vote on the acceptance of the bid from Backyard Living Source for the purchase of a pool vacuum.

The Director of Community Services discussed the three (3) bids that were received on the pool vacuum. The reason that approval was being requested for Backyard Living Source was due to the timely matter that the company responded to the bid.

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

Discussion of the City Newsletter.

The City Administrator discussed the three (3) examples of a city newsletter that were given to the Board. After discussion the Board asked for a draft to be brought to the Board for review and discussion at the meeting on June 8th.

Update on the future operation of the Willard Fitness Center.

The City Administrator explained to the Board that he had spoken with Cox Fitness and that Cox Fitness was asking for a significant decrease in rent for the first year. The rent would resume at the current rate for years' two (2) and three (3). The Board stated that they wanted to make sure that there was no out allowed for Cox Fitness in the new contract for the three (3) year period. The Board asked for the City Administrator to work on a contract that would be acceptable for both parties.

New Business.

The City Clerk spoke to the Board about having Gary Markenson, formerly of MML, come and do training for the Board members and any staff that are interested. The City Clerk is going to ask the City of Ash Grove if they would like to be included and possibly assist with the cost which is \$375.00.

The Board chose May 26th at 6 p.m. for the training. The City Clerk will get it arranged. Alderman Lee asked that closed session for Personnel be placed on the agenda for the June 8th meeting. The City Attorney reminded the Board that closed session could not be held for general discussion. Alderman Barr stated he had something specific in mind.

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 6-0. Voting aye: Aldermen Whitman, Reaves, Buckley, Larimore, Barr and Lee.

Meeting adjourned at 9:20 p.m.

Dale Duvall, City Clerk

Corey Hendrickson, Mayor of Willard



AGENDA ITEM # 3 and # 4

- 3. Auditor Report.**
See supplement to packet.

Presented by the Auditor

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

Presented by the Chief Financial Officer

These 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

Presented by the Department Heads

EMERGENCY MANAGEMENT DEPARTMENT REPORT

MAY 11, 2015

- Received Fifty-Five (55) MTS 2000 800 MHz handheld radios, six (6) bank chargers and approximately 60 batteries for the radio's from the Willard fire Protection District. These were given to Willard Emergency Management at no cost. Six (6) of these radios and one (1) bank charger were given to Willard Police to equip the reserve officers with their own radio. In return Willard Police loaned six (6) VHF radios to the Parks department to use during events and day to day operations.
- Attended a two (2) day class at Greene County Emergency Management on Critical Infrastructure and Key Recourses Threat Risk Assessment. There are a total of three (3) classes in this series once I have completed these I will have a Master of threat and risk assessment certification through the TEEEX (Texas A&M Engineering Extension Service) I have been approved to attend the next two (2) classes.
- The fiscal year 2015 EMPG has been submitted to SEMA and is currently under review.

Stacy Winters
Emergency Management Director

PARKS DEPARTMENT REPORT

MAY 11, 2015

Baseball Registration Underway – Ends May 6, 2015

Resident	91	\$45	\$4,095
Non-Resident	94	\$50	\$4,700

Project Report

- **Pool Painting**
 - Pool house complete
 - Inside of pool in-progress
 - Begin filling – May 14
- **Scoreboards**
 - Arrive May 3, 2015
 - Installed week of May 3, 2015
- **Playground**
 - Construction complete
 - Mulch arrival – May 4, 2015
 - Tentative Opening May 9, 2015
- **Baseball Complex**
 - Playing fields de-winterized
 - Measuring and setting bases – Week of May 3, 2015
- **Recreation Center Lights**
 - Project Complete

Summer Camp Registration – As of May 1, 2015

Resident	9
Non-Resident	10

Upcoming Programs / Events

- **Father/Daughter Ball** – May 2, 2015
- **Willard Aquatic Center Opens** – May 21, 2015
- **Splash Bash** – May 23, 2015
- **Summer Adventure Camp Starts** – May 26, 2015
- **Indoor Garage Sale** – June 6, 2015
- **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 From 5/1/15 to 5/30/15*
 - www.willardparks.com – 3,311 unique visitors, 15,453 visitors
 - www.willardfreedomfest.com – 1161 unique visitors, 2926 visitors
 - www.willardaquatics.com – 807 unique visitors, 2286 visitors
- **Facebook** – 1274 likes as of 5/1/15

<https://www.facebook.com/WillardParksAndRec>

Director of Community Services
J.C. Loveland

Planning and Development Report

May 11, 2015

Ongoing Project Update –

Fox River Subdivision – Staff has completed the rough-in inspections on the following units: the community building, 4- apartment buildings, 5 duplexes. Staff has approved all apartments fire suppression hydrostatic test. Electric rough in has been approved on the apartments and two duplexes and community building. The contractor is finishing the detention area and anticipating completion of the apartments by the end of June.

Chinese Restaurant – Staff has completed the final inspection that included a fire suppression pull test. We have issued an occupancy permit and the business seems to be doing well.

TEAP GRANT- Staff has received notice to proceed from MO DOT. The engineer has been notified to begin work per contract agreement. Traffic counters should be in place by May BOA meeting time. Staff has spoken to Mo DOT officials about future joint construction efforts due to signal improvements that are scheduled for sometime in fiscal year 2016. Staff recommends internal discussions begin to determine how to come up with 20% match for STP Federal funds for budget year 2016.

Jackson St./ Main St. Sidewalk – Staff has delivered both the program agreement and the engineering contract back to Mo Dot for execution and funding appropriation.

Hughes RD./ HWY 160 Scoping and Design – All paperwork has been submitted to MO DOT for final review. We are awaiting notice to proceed.

Source Water Funding – The City has been awarded \$15,950.00 for security fencing and the plugging of one well. The deadline for this project is 6-1-15. To date the well has been plugged and the fence contract has been awarded to Carnahan White, Stribbling Surveying has been notified to locate the property pins so that the exact location of the fence can be identified.

Small Community Engineering Assistance Program – Waste Water Facility Master Plan - No updates at this time.

New Business – Car lot, Greenhouse, Eternal Armory

We have received a copy of the revised zoning map from OTO, it includes the 911 addressing system that Greene County uses.

I attended a two day code official training in Lake Ozark. The first day was about structural steel and egress requirements, the second day was on fire safety and fire suppression systems.

I attended the OTO BPAC meeting on May 6, 2015.

Staff hosted a meeting with University Extension representatives, Chrystal Irons –Small Business and Technology Development Center, Sharon Gulick – Director of Community Economic & Entrepreneurial Development and Kathy Macomber, Community Development Specialist . This meeting was to discuss ideas for economic development and how the City could draw more business to Willard.

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

Randy Brown
Director of Development

POLICE DEPARTMENT REPORT

MAY 11, 2015

- ☛ Interviews for full-time patrol officer position completed.
- ☛ Graduated 175 DARE students on April 30, 2015 at 6:30pm.
- ☛ Started a PAL Basic Level 1 Fundamental Training Camp (Graduation set for June 19, 2015 at 6pm at Willard Police Department).
- ☛ Department-wide Defensive Tactics training completed.

	Officer Statistics	Case #s		Reserves	Case #s	Hours
1601	Tom McClain, Chief	13	1640	Doug Thomas, Reserve	0	0.0
1602	Shannon Shipley, Lt./Det.	1	1641	Brian Gordon, Reserve	5	8.25
1603	Robert Bell, Cpl	47	1642	JD Landon, Reserve	0	8.0
1604	Steve Purdy, Cpl./Investigator	38	1643	Davis Hughes, Reserve	0	0.0
1605	, Officer		1644	Bill Lingenfelser, Reserve	0	3.0
1606	Aaron Roberts, Officer	31	1645	Brian Hinkle, Reserve	1	6.5
1607	Kyle Gramley, Officer	46	1646	Andy Hunt, Reserve	0	3.0
1608	Jeremiah Tayman, Officer	67		TOTAL HRS		28.75
1609	Danny Wroolie, Officer	71				
1610	Jason Winston, Officer	42				
1630	Glenn Cozzens, SRO	1				
1631	Clint Heimbach, SRO	3				
	TOTAL INCIDENTS	366				

INCIDENT STATISTICS

Felony	4
Misdemeanor	6
Infraction	158
Other (Services)	195
HBO (Handled By Officers)	300

VEHICLE	ODOMETER READING	MONTHLY MILEAGE	SHIFTS USED	MILES PER SHIFT	MAINTENANCE COST MONTH YTD	
WPD-01 2009 Dodge Charger	125040(est)	800(est)	20	40	\$49.01	\$499.01
WPD-02 2013 Dodge Charger	30,447	1,009	19	53	\$0.0	\$688.61
WPD-03 2013 Dodge charger	36,207	1,874	30	62	\$34.63	\$648.75
WPD-04 2013 Dodge Charger	44,137	1,890	32	59	\$34.95	\$69.90
WPD-05 2008 Dodge Charger-	161,411	0	0	0	\$34.95	\$34.95
WPD-06 2013 Dodge Charger	31,722	1,262	19	66	\$34.95	\$758.45
WPD-08M 2008 Harley-Davidson Motorcycle	4,798	0	0	0	\$0.0	\$0.00

Chief Tom McClain
Police Chief

PUBLIC WORKS DEPARTMENT REPORT

MAY 11, 2015

Water & Sewer

- JCI came in and replaced the mother boards and batteries to Mission control at all wells and lift stations.
- Water leak at 612 Mark St. This has been repaired.
- Water taps and meters set at 835 Fox Creek, 510 S. Miller, 407 Walnut Lane and 4345 N Rain tree Drive (Tap only no meter set).
- Pulled number 1 pump at Regional lift station due to a bearing being out. Replaced with back-up pump. Pump taken to Evans Enterprises for repair.
- Replaced U-joint in the drive shaft of the lagoons irrigation pump.

Streets & Right of Ways

- Several street signs have been replaced due to missing or damage.
- Several pot holes have been filled using the cold mix purchased last month.
- Sidewalk at Megan and Shelly had several buckles in between joints causing sidewalk to have trip hazards. These offsets have been ground down flush but part of the sidewalk will need to be replaced.
- 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. We have approximately 200 manual meters left in zone 1 and 2 that are been replaced with radio read meters. Once these have been replaced both zone 1 and 2 will be completely radio read. There will only be approximately 20 total manual read meters in zone 1 and 2, these meters will be the 1" and 2" meters that are on commercial property and a few will be residential meters but are in very deep pits and cannot be reached without having to dig them up

Justin Reaves
Director of Public Works



AGENDA ITEM #7

Ordinance accepting the reappointment of the Willard City Attorney, Ken Reynolds. (1st Read) Discussion/Vote.

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

First Reading: 05-11-15

Second Reading: 06-08-15

Council Bill No.

Ordinance No.

AN ORDINANCE

AN ORDINANCE APPOINTING THE CITY ATTORNEY FOR THE CITY OF WILLARD, GREENE COUNTY, MISSOURI FOR THE TERM COMMENCING APRIL 07, 2015 THROUGH APRIL 24, 2017.

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

Section 1: Upon the recommendation and appointment by the Mayor of Ken Reynolds, with the firm of Reynolds, Gold and Grosser P.C. as Willard's city attorney, the Board of Aldermen hereby consent to said appointment.

Section 2: This appointment shall be effective from April 07, 2015 through April 24, 2017.

READ TWO (2) TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE 8th DAY OF June, 2015.

Approved as to form: _____
City Attorney

Attested by:

Approved by:

Dale Duvall, 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



AGENDA ITEM #8

Ordinance accepting the reappointment of the Willard Municipal Judge, Kristoffer Barefield. (1st Read) Discussion/Vote.

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

First Reading: 05-11-15
Council Bill No.

Second Reading: 06-08-15
Ordinance No.:

AN ORDINANCE

AN ORDINANCE APPOINTING THE MUNICIPAL COURT JUDGE FOR THE CITY OF WILLARD, GREENE COUNTY, MISSOURI, FOR THE TERM COMMENCING ON APRIL 08, 2015 THROUGH APRIL 24, 2017, AND ESTABLISHING THE JUDGES HOURLY RATE.

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

Section 1: Following the recommendation and appointment by the Mayor of Kristoffer Barefield as Willard's Municipal Court Judge, the Board of Aldermen agreed to and affirmed said appointment.

Section 2: This appointment shall be effective from April 08, 2015 through April 24, 2017.

Section 3: The Board of Aldermen also hereby approves Judge Kristoffer Barefield the hourly rate of one hundred forty dollars, (\$140.00).

READ TWO (2) TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE 8th DAY OF June, 2015.

Approved as to form: _____
City Attorney

Attested by:

Dale Duvall, City Clerk

Approved by:

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



AGENDA ITEM #9

Ordinance accepting the gas franchise agreement between City Utilities and the City of Willard, MO. (1st Read) Discussion/Vote.

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE

AN ORDINANCE GRANTING THE BOARD OF PUBLIC UTILITIES OF SPRINGFIELD, MISSOURI, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE TO OPERATE A GAS DISTRIBUTION SYSTEM IN A LIMITED PORTION OF THE CITY OF WILLARD, MISSOURI; AND IMPOSING A FRANCHISE FEE (LICENSE TAX) RELATING THERETO.

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

Section 1: That there is hereby granted to the Board of Public Utilities of Springfield, Missouri, herein called the Grantee, its successors and assigns, the right, privilege, and non-exclusive franchise for a period of twenty (20) years from the effective date hereof to construct, maintain, and operate on the streets, alleys, bridges, and public ways, and public places in the City of Willard, a gas distribution system together with the right, privilege, and franchise to acquire, construct, maintain, and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying gas to the inhabitants and consumers of a limited portion of said city legally described and reflected on Exhibit A and attached hereto and for all purposes made a part of the ordinance as if set out herein in full.

Section 2: All rates established and charges made by Grantee for gas distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the state of Missouri, if it has jurisdictional authority thereof, or other competent authority having jurisdiction in the premises and the sale of gas to consumers shall be governed by the present operating rules, regulations, and customers of Grantee and such rules and regulation as may hereafter be prescribed or approved. The Grantee shall never establish rates to the patrons and consumers served within the city limits of Willard in excess of rates charged by Grantee for comparable patrons and consumers of Grantee located outside the city limits of Springfield.

Section 3: All mains, pipes and services, which shall be laid or installed under this grant, shall be so located and laid so as not to obstruct or interfere with any water pipes, drains, sewers or other structures already installed; and Grantee shall, in working in connection with such mains, pipes and services, avoid, so far as may be practicable, interfering with the use of any street, alley or public thoroughfare, and where Grantee disturbs the surface of a street, alley or public thoroughfare, it shall at its own expense and in a manner satisfactory to the duly authorized representatives of the City of Willard replace such pavement or surface in substantially as good condition as before said work was commenced and in accordance with all city ordinances pertaining thereto.

Section 4: Whenever because of public necessity or welfare, the City of Willard engages in any public improvement construction project or any property owned by the City of Willard or dedicated portion of Grantee's system interferes with or obstructs such public improvement project, Grantee shall, as soon as reasonably possible after written request from the

City of Willard, alter, reset, or relocate at its own expense such portions of Grantee's system located on such property for which the sole legal basis for occupancy is this franchise ordinance; provided, however, that where the City acquires additional property or right-of-way over Grantee's existing plant system, and thereafter requires Grantee to alter, reset or relocate its system, such alteration, resetting or relocation shall be at the expense of the City of Willard.

Section 5: Grantee shall, not later than October 31 of each year, make a report to the Governing Body of the City of Willard of its gross receipts from the sale of gas for domestic and commercial purposes within the corporate limits of Willard for the previous fiscal year beginning October 1 and ending on September 30. The report shall provide an accounting showing how Grantee calculated the franchise fee. At the time of making such reports, Grantee shall pay into the City of Willard's treasury a percentage of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Grantee and not passed onto the customers, in accordance with the following schedule: 2015 through 2019, 3.5%; 2020 through 2024, 4%; 2025 through 2035, 4.5%. So long as Grantee shall be required by any regulatory authority having jurisdiction to state separately the franchise tax increment on its charges for gas service rendered under the franchise hereby granted, the term, "gross receipts" as used herein shall not include the separately stated tax increment. Said percentage of Grantee's gross receipts is hereby levied and assessed as an occupation and license tax [in lieu of all other occupation or license fees (not ad valorem taxes)] for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Grantee agrees to recognize the same as a valid tax and make said payments during such period.

Section 6: This ordinance and the franchise herein granted has remained on file with the City Clerk of Willard for public inspection at least thirty (30) days before the effective date of the ordinance. The franchise herein granted shall be fully effective upon the Board of Public Utilities of Springfield, Missouri, filing its written acceptance of the franchise; unless within thirty days after the adoption of this ordinance by the Board of Aldermen and its approval by the Mayor a petition signed by twenty-five percent (25%) of the voters of Willard, as appears from the number of voters who voted for the Mayor at the last preceding municipal election, files with the City Clerk, a petition in the following form, calling for the submission of the question of approval or disapproval of the grant of the franchise or contract to the voters of Willard at a special election or at a regular municipal election:

To the City Clerk of Willard:

We, the undersigned, hereby request the appropriate election authority to submit the grant of the gas franchise by the City of Willard to the Board of Public Utilities of Springfield, Missouri, to the electors of the City of Willard for approval.

Section 7: 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. The gas franchise currently held by the Board of Public Utilities of Springfield, Missouri, Ordinance No. 140609B, shall terminate when this ordinance becomes effective.

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

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

APPROVED AS TO FORM : _____, City Attorney

ATTEST: _____, City Clerk

_____, Mayor

ACCEPTANCE OF FRANCHISE

The Board of Public Utilities of the City of Springfield, Missouri, hereby accepts the franchise granted in the foregoing ordinance and agrees to comply with the terms thereto.

Dated this _____ day of _____, 2015.

BOARD OF PUBLIC UTILITIES OF THE
CITY OF SPRINGFIELD, MISSOURI

By: _____

EXHIBIT A

All of Sections 31 and 32 of Township 30 North, Range 22 West, within the city limits of Willard, lying North and East of U.S. Highway 160, all in Willard, Greene County, Missouri.



AGENDA ITEM #10

Ordinance accepting the electric franchise agreement between City Utilities and the City of Willard, MO. (1st Read) Discussion/Vote.

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE

AN ORDINANCE GRANTING THE BOARD OF PUBLIC UTILITIES OF SPRINGFIELD, MISSOURI, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE TO OPERATE AN ELECTRIC DISTRIBUTION SYSTEM IN A LIMITED PORTION OF THE CITY OF WILLARD, MISSOURI; AND IMPOSING A FRANCHISE FEE (LICENSE TAX) RELATING THERETO.

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

Section 1: That there is hereby granted to the Board of Public Utilities of Springfield, Missouri, herein called the Grantee, its successors and assigns, the right, privilege, and non-exclusive franchise for a period of twenty (20) years from the effective date hereof to construct, maintain, and operate on the streets, alleys, bridges, and public ways, and public places in the City of Willard, an electric distribution system together with the right, privilege, and franchise to acquire, construct, maintain, and operate therein and thereon such additions and extensions thereto as may be necessary or desirable, all for the purpose of supplying electricity to the inhabitants and consumers of a limited portion of said city legally described and reflected on Exhibit A and attached hereto and for all purposes made a part of the ordinance as if set out herein in full.

Section 2: All rates established and charges made by Grantee for electricity distributed and sold hereunder shall be subject to valid and lawful orders of the Public Service Commission of the state of Missouri, if it has jurisdictional authority thereof, or other competent authority having jurisdiction in the premises and the sale of electricity to consumers shall be governed by the present operating rules, regulations, and customers of Grantee and such rules and regulation as may hereafter be prescribed or approved. The Grantee shall never establish rates to the patrons and consumers served within the city limits of Willard in excess of rates charged by Grantee for comparable patrons and consumers of Grantee located outside the city limits of Springfield.

Section 3: All lines, poles, wires, and fixtures, which shall be laid or installed under this grant, shall be so located and laid so as not to obstruct or interfere with any water pipes, drains, sewers or other structures already installed; and Grantee shall, in working in connection with such lines, poles, wires, and fixtures, avoid, so far as may be practicable, interfering with the use of any street, alley or public thoroughfare, and where Grantee disturbs the surface of a street, alley or public thoroughfare, it shall at its own expense and in a manner satisfactory to the duly authorized representatives of the City of Willard replace such pavement or surface in substantially as good condition as before said work was commenced and in accordance with all city ordinances pertaining thereto.

Section 4: Whenever because of public necessity or welfare, the City of Willard engages in any public improvement construction project or any property owned by the City of Willard or dedicated portion of Grantee's system interferes with or obstructs such public improvement project, Grantee shall, as soon as reasonably possible after written request from the City of Willard, alter, reset, or relocate at its own expense such portions of Grantee's system located on such property for which the sole legal basis for occupancy is this franchise ordinance; provided, however, that where the City acquires additional property or right-of-way over Grantee's existing plant system, and thereafter requires Grantee to alter, reset or relocate its system, such alteration, resetting or relocation shall be at the expense of the City of Willard.

Section 5: Grantee shall, not later than October 31 of each year, make a report to the Governing Body of the City of Willard of its gross receipts from the sale of electricity for domestic and commercial purposes within the corporate limits of Willard for the previous fiscal year beginning on October 1 and ending on September 30. The report shall provide an accounting showing how Grantee calculated the franchise fee. At the time of making such reports, Grantee shall pay into the City of Willard's treasury a percentage of said gross receipts subsequent to the effective date of this franchise, which shall be charged to the operating expenses of the Grantee and not passed onto the customers, in accordance with the following schedule: 2015 through 2019, 3.5%; 2020 through 2024, 4%; 2025 through 2035, 4.5%. So long as Grantee shall be required by any regulatory authority having jurisdiction to state separately the franchise tax increment on its charges for electric service rendered under the franchise hereby granted, the term, "gross receipts" as used herein shall not include the separately stated tax increment. Said percentage of Grantee's gross receipts is hereby levied and assessed as an occupation and license tax [in lieu of all other occupation or license fees (not ad valorem taxes)] for the privilege of engaging in the business herein recited during the term hereof; and as a further consideration for this franchise, Grantee agrees to recognize the same as a valid tax and make said payments during such period.

Section 6: This ordinance and the franchise herein granted has remained on file with the City Clerk of Willard for public inspection at least thirty (30) days before the effective date of the ordinance. The franchise herein granted shall be fully effective upon the Board of Public Utilities of Springfield, Missouri, filing its written acceptance of the franchise; unless within thirty days after the adoption of this ordinance by the Board of Aldermen and its approval by the Mayor a petition signed by twenty-five percent (25%) of the voters of Willard, as appears from the number of voters who voted for the Mayor at the last preceding municipal election, files with the City Clerk, a petition in the following form, calling for the submission of the question of approval or disapproval of the grant of the franchise or contract to the voters of Willard at a special election or at a regular municipal election:

To the City Clerk of Willard:

We, the undersigned, hereby request the appropriate election authority to submit the grant of the electric franchise by the City of Willard to the Board of Public Utilities of Springfield, Missouri, to the electors of the City of Willard for approval.

Section 7: 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. The electric franchise currently held by the Board of Public Utilities of Springfield, Missouri, Ordinance No. 140609A, shall terminate when this ordinance becomes effective.

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

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

APPROVED AS TO FORM: _____, City Attorney

ATTEST: _____, City Clerk

_____, Mayor

ACCEPTANCE OF FRANCHISE

The Board of Public Utilities of the City of Springfield, Missouri, hereby accepts the franchise granted in the foregoing ordinance and agrees to comply with the terms thereto.

Dated this ____ day of _____, 2015.

BOARD OF PUBLIC UTILITIES OF THE
CITY OF SPRINGFIELD, MISSOURI

By: _____

EXHIBIT A

All of Sections 30, 31, and 32 of Township 30 North, Range 22 West, within the city limits of Willard, Greene County, Missouri.



AGENDA ITEM #11

Ordinance accepting the contract with Cox Health for the lease of the Willard Fitness Center. (1st Read). Discussion/Vote.

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

LEASE AGREEMENT

This lease agreement ("Agreement" or "Lease"), is made and entered into effective the 1st day of July 2015 (the "Effective Date"), by and between City of Willard, a Missouri Municipal Corporation, (herein after called the "Landlord") and Lester E. Cox Medical Centers, a Missouri pro-forma corporation, doing business as CoxHealth, (herein after called the "Tenant").

WITNESSETH:

1. PREMISES. Landlord hereby leases to Tenant and Tenant hereby rents from Landlord, in accordance with the terms, provisions and conditions of this Lease, certain real property described as: $\pm$ 1,700 square feet located within the Willard Sports and Recreation Center, in Willard, MO, with all improvements thereon (hereinafter referred to as the "Premises"), as more particularly described as the northeast corner of the Willard Sports and Recreation Center located at 133 North Highway Z, Willard, Missouri.

2. LEASE TERM. The term of the Lease (the "Lease Term") shall be for a period of three (3) years, commencing on July 1st, 2015 (the "Commencement Date") and ending at midnight on the day before the three (3) year anniversary of the Commencement Date (June 30, 2018).

3. BASE RENT. During the Lease Term, Tenant agrees to pay Landlord, without prior demand, set-off or deduction, the following rent, which shall be due and payable in advance on the first (1st) day of each month during the Lease Term, commencing on the Commencement Date (the "Base Rent"):

	<u>Total</u>
Year 1	\$ 11,463.00
Year 2	\$ 18,638.00
Year 3	\$ 18,638.00

The rent shall be payable monthly, in advance, commencing as of the Lease Commencement Date and on the first (1st) day of each and every month thereafter during the Lease Term. Unless and until Tenant is notified in writing by Landlord, Tenant shall pay all rent and other amounts payable to Landlord under this Agreement, by check or draft made payable to Landlord, and mailed by Tenant to Landlord's address shown on the signature page hereof.

4. LATE CHARGES. Tenant's failure to promptly pay sums due under this Lease may cause Landlord to incur unanticipated costs. The exact amount of those costs is impractical or extremely difficult to ascertain. Payments due to Landlord under this Lease are not an extension of credit. Therefore, Landlord may, at Landlord's option, and without any prior notice to Tenant, impose a late charge on any payments which are not

received by Landlord on or before the tenth (10th) day of the month due at a rate of ten percent (10%) of the past-due amount (a "Late Charge"). A Late Charge may be imposed only once ON EACH PAST-DUE AMOUNT. If any check tendered to Landlord by Tenant under this Lease is dishonored for any reason, Tenant shall pay to the party receiving payments under this Lease a fee of one hundred dollars (\$100.00), plus (at Landlord's option) a Late Charge as provided above until good funds are received by Landlord. The parties agree that any Late Charge and dishonored check fee represent a fair and reasonable estimate of costs Landlord will incur by reason of the late payment or dishonored check. Payments received from Tenant shall be applied first (1st) to any Late Charges, second (2nd) to Base Rent, and last to other unpaid charges or reimbursements due to Landlord.

5. **HOLDING OVER.** Tenant shall vacate the Premises immediately upon the expiration of the Lease Term or earlier termination of this Lease. Tenant shall reimburse Landlord for and indemnify Landlord against all damages incurred by Landlord as a result of any expiration of the Lease Term or earlier termination of this Lease, Tenant's occupancy of the Premises shall be a day-to-day tenancy, subject to all of the terms of this Lease, except that the Base Rent during the holdover period shall be increased to an amount which is two (2) times the Base Rent in effect on the expiration or termination of this Lease, computed on a daily basis for each day of the holdover period, plus all additional sums due under this Lease. This Paragraph shall not be construed as Landlord's consent for Tenant to hold over or to extend this Lease.

6. **USE AND TITLE.** Tenant shall have the right to use the Premises solely for the purpose of operating a Community Fitness Center. Tenant shall promptly comply with all material regulations, orders, ordinances and laws of legally-constituted authorities applicable to the use and occupancy of the Premises. Tenant shall not perform any act or carry on any practice which may injure the Premises or be a nuisance or menace. Tenant shall not permit the leased Premises to be used in any way which would, in the opinion of the Landlord, create a fire hazard or other hazard and/or otherwise which would in any way increase or render void the fire insurance carried by Landlord or any other Tenants in the building. Tenant shall have and hold quiet and peaceable use and possession of the Premises during the entire Lease Term; and Landlord warrants and agrees to defend such use and possession of Tenant against the claims of any and all persons whomsoever. Tenant shall have the ability to set its own hours of service and may have extended hours that are not the same as Landlord's scheduled hours.

7. **MEMBERSHIP FEES FOR USE OF FITNESS CENTER.** Tenant will have the right to charge membership fees for the use of the Community Fitness Center at rates to be established each October, but in no event shall rates at the Willard Facility be an amount in excess of those charged by Tenant to its customers at any similar Tenant owned facility within a twenty five (25) mile radius of the Community Fitness Center and, to limit the use of the Community Fitness Center to such membership. Individuals who secure a Tenant membership shall have the right to access the locker facilities in the Willard Sports and Recreation Center.

8. COVENANT AGAINST LIENS. If, because of any act or omission of Tenant, any mechanic's lien or other lien, charge or order for payment of money shall be filed against Landlord or against the Premises or any portion thereof, Tenant shall, at its own cost and expense, cause the same to be discharged of record or bonded in a manner sufficient to allow a title insurer to insure against said claim within ninety (90) days after written notice from Landlord to Tenant of the filing thereof and Tenant shall indemnify and hold harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands resulting therefrom, including reasonable fees of Landlord's attorneys.

9. CONDITION OF PREMISES. Tenant acknowledges that it is leasing the Premises in an "as is-where is" physical condition and that there has been no representation or warranty made by Landlord in connection with the physical or operational condition of the Premises, and no warranty of any nature shall be implied other than as expressly stated herein.

10. MAINTENANCE, REPAIRS AND CLEANING.

- a. Landlord's Obligation. Subject to provisions of the Paragraph titled "Fire or Other Casualty" and except for damage caused by any act or omission of Tenant or Tenant's employees, agents, invitees or visitors, Landlord shall pay for and maintain the roof in good order, condition and repair. Landlord agrees to bear the cost of maintaining and cleaning the common areas of the Willard Sports and Recreation Center including the maintenance and provision of all consumable products such as soap and paper products in the adjoining restroom and shower facilities; provide all maintenance of the grounds and parking facilities; provide all maintenance of the HVAC systems and provide all electric, solid waste, pest control and water/sewer utilities. If any repairs are required to be made by Landlord that will impact the Tenant space, the Tenant shall, at Tenant's sole cost and expense, promptly remove Tenant's furnishings, fixtures, inventory, equipment and other property, to the extent required to enable Landlord to make repairs unless, however, the required repairs are the result of the negligence of Landlord. Landlord's liability under this Paragraph shall be limited to the cost of the required repairs or corrections.
- b. Tenant's Obligation. Subject to Paragraph 10.a. above, as well as the provisions of the Paragraph titled "Fire or Other Casualty", Tenant shall, at all times, keep and maintain any and all portions of the Premises in good order, condition and repair, ordinary wear and tear excepted. Should Tenant fail to make such repairs or replacements within fifteen (15) days of receipt of Landlord's written notice demanding same, Landlord may, at its option and among other remedies, enter the Premises without such entering causing or constituting an interference with the possession of the Premises by Tenant, make such repairs or replacements and Tenant shall pay the cost thereof to Landlord on demand. Tenant shall maintain the Premises in full compliance with all federal, state and/ or local laws, codes and regulations applicable to the Premises. Tenant shall be responsible for the costs of maintaining and cleaning the area leased by Tenant known as the leased Premise and Tenant shall, at all times, provide

its own housekeeping services for the leased Premises and maintain the interior of the leased Premises in good condition. Tenant shall inform Landlord on a quarterly basis as to the total membership utilizing the Fitness Center. Tenant shall inform Landlord on a quarterly basis as to the total membership utilizing the Fitness Center. Additionally, a risk sharing model shall be established in Years Two (2) and Three (3) of this Agreement whereby if the net revenues exceed the Tenant's projections (as identified by Lawson budget software), a fifty-fifty (50/50) split of the additional revenues, shall be shared between both parties, the Tenant and the Landlord.

11. ALTERATIONS: Tenant may, at its own cost and expense, but only after receiving Landlord's written consent (which shall not be unreasonably withheld), make from time to time such alterations, replacements, additions, changes and improvements, in and to the interior or exterior of the Premises as Tenant may find necessary or convenient for its purposes. Tenant agrees to provide copies of all architectural plans and specifications and related governmental permits to Landlord for aid in its determination for approval of such alterations. Tenant shall pay the costs of any alterations, replacements, additions, changes and improvements done on the Premises, and shall Keep the Premises free and clear of liens of any kind. No such alteration or improvement shall impair the structural integrity of any building comprising a part of the Premises. All such alterations and improvements shall be made promptly and in a good workmanlike manner and in compliance with all applicable permits and authorizations.

All alterations and improvements made on the Premises by Tenant shall become the property of Landlord at the expiration or termination of the Lease Term and shall be surrendered with the Premises.

All equipment, furniture and trade fixtures installed or placed in the Premises by Tenant shall remain the property of Tenant and may be removed by Tenant, at its own cost and expense, at any time before the expiration of ten (10) days after the termination of this Lease; provided, however, that (i) such removal shall not impair the structural integrity of the improvements then located on the Premises or leave the heating, ventilation, cooling, electrical or plumbing systems thereon incomplete, and (ii) if any such damage to improvements results from such removal, Tenant shall repair such damage immediately at its own cost and expense.

12. SUBORDINATION AND NONDISTURBANCE. Upon request of Landlord, Tenant agrees to execute and deliver a written agreement subordinating this Lease and Tenant's rights under this Lease to the lien of any real estate mortgage or bond issue on the Premises granted by Landlord to a mortgagee, lender or other; provided, however, that any such written agreement shall provide that so long as there is not outstanding a continuing event of default by Tenant in any term, condition, covenant or agreement of this Lease, the leasehold estate of the Tenant, its successors and assigns, created under this Lease and Tenant's peaceful and quiet possession, use and enjoyment of the Premises shall be undisturbed by any foreclosure of said mortgage or bond issue.

13. INSURANCE. Without limiting any of the other obligations or liabilities of the Tenant, the Tenant shall secure and maintain at its own cost and expense, through a self-insurance program or commercial insurer, throughout the term of this Agreement and until the services are provided and accepted by the Landlord, insurance of such types and in such amounts as may be necessary to protect it and the interests of the

Landlord against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Lease Agreement. The limits of such insurance, together with the underwriter thereof in each case (unless Tenant opts to obtain the requisite insurance limits through a self-insurance program), are subject to approval by the Landlord. Regardless of such approval, it shall be the responsibility of the Tenant to maintain adequate insurance coverage at all times during the term of the Lease Agreement. Failure of the Tenant to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Agreement.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the Landlord within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Tenant and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance and shall list the Landlord as additional insured. Such notices shall be mailed via certified mail, return receipt requested, to:

City of Willard – City Clerk – P.O. Box 187, Willard, MO 65781

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below:

A. Workers' Compensation: Statutory coverage per R.S.Mo. 287.010 et seq
Employer's Liability: \$1,000,000.00.

B. Commercial General Liability Insurance: Including coverage for Premises, Operations Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with limits of **Two Million Dollars (\$2,000,000.00)** for all claims arising out of a single accident or occurrence and **Three Hundred Fifty Thousand Dollars (\$350,000.00)** for any one (1) person in a single accident or occurrence.

C. Automobile Liability Insurance: Covering Bodily Injury and Property Damage for owned, non-owned and hired vehicles with limits of **Two Million Dollars (\$2,000,000.00)** for all claims arising out of a single accident or occurrence and **Three Hundred Fifty Thousand Dollars (\$350,000.00)** for any one (1) person in a single accident or occurrence.

D. Tenant shall also pay for and keep in force with a Qualified Carrier, fire insurance (with extended coverage and vandalism and malicious mischief coverage), water damage and sprinkler leakage insurance, on the standard forms, insuring all of Tenant's property in the Premises and all betterments, additions, repairs, improvements and alterations made to the Premises by Tenant, in an amount equal to one hundred percent (100%) of the replacement cost thereof excluding Tenant's personal inventory, during the Lease Term. The proceeds of the policies of such insurance shall be held in trust by Tenant for use in repairing and restoring the items covered thereby. Tenant shall continually provide Landlord with a certificate or other evidence of such insurance (the first of which shall be provided prior to the Commencement Date), which shall provide that the insurer will give Landlord at least ten (10) days' written notice prior to any lapse, cancellation of or material change in such insurance.

14. INDEMNIFICATION. Except with respect to Landlord's willful misconduct or negligence, Tenant shall defend all actions against Landlord with respect to and shall pay, protect, indemnify and save harmless the Landlord from and against any and all liabilities, lawsuits, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, claims, demands or judgments of any nature (i) to which the Landlord is subject to because of the Landlord's interest in the Premises, or (ii) arising from (1) injury to or death of any person or damage to or loss of property on the Premises or on adjoining sidewalks, streets or ways or connected with the use, condition or occupancy of the Premises by Tenant, or (2) Tenant's violation or breach of this Lease, or (3) any act or omission of Tenant or its agents, contractors, licensees, sub-licensees, invitees or employees.

15. FIRE OR OTHER CASUALTY. In the event the Premises are partially or totally destroyed or damaged by fire or other casualty, Landlord may, at its option, terminate this Agreement, and in such event, the Base Rent hereunder shall be prorated for such month during which Landlord's termination occurs and shall not be due thereafter. In the event the Landlord does not so terminate this Lease, then, subject to the following provisions of this Section, Landlord may proceed as soon as is reasonably practicable, at its sole cost and expense to the extent of insurance proceeds available, if any, to repair and restore the Premises to substantially the same condition as that before the damage occurred; provided, further, the Base Rent due from Tenant hereunder shall be abated during the period of restoration to the extent of the unusable portion of the Premise. In the event Landlord does not complete such repair and restoration within six (6) months from the date of damage or destruction, Tenant may terminate this Agreement. In the event the damage or destruction to the Premises through fire or other casualty is directly or indirectly attributable to any act of fault or negligence on the part of Tenant, and/or its agents, employee, licensees or invitees, then (i) such damage or destruction to the Premises shall be promptly repaired by Tenant, at its sole cost and expense; (ii) the Base Rent shall not abate during such period of restoration and refurbishment; (iii) Tenant shall not be entitled to terminate this Agreement; and (iv) Tenant shall fully reimburse Landlord for all costs and expenses, including responsible attorneys' fees, incurred by Landlord on behalf of Tenant in connection with undertaking the obligations of Tenant hereunder.

16. DEFAULT.

- (a) By Tenant. If Tenant shall be declared bankrupt, be placed in receivership or take advantage of any law for the relief of debtors or in the event of any failure of Tenant to pay any charges, rents or fees due hereunder for more than five (5) days after they are due, or any failure by Tenant to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than twenty (20) days after written notice of such failure shall have been given to Tenant (unless such failure is of such a nature that it commenced the cure thereof within such twenty (20) day period and thereafter proceeded with reasonable diligence and in good faith to remedy such failure), Tenant shall be in default hereunder and Landlord shall have the right and option to pursue all of its legal remedies including, without limitation, the right to terminate this Lease, to re-enter the Premises as agent of Tenant and to evict Tenant and to remove Tenant's possessions, all without being deemed guilty of any trespass and without prejudice to any claim by Landlord for damages for breach of this Lease or for arrears of rent or any other amounts due hereunder.

- (b) By Landlord. In the event of any failure by Landlord to perform any of the terms, conditions and covenants of this Lease to be observed or performed by Landlord for more than twenty (20) days after written notice of such failure shall have been given to Landlord (unless such failure is of such nature that it cannot be cured within such twenty (20) day period and thereafter proceeded with reasonable diligence and in good faith to remedy such failure), Landlord shall be in default hereunder, and Tenant may (i) terminate this Lease by giving thirty (30) days written notice to Landlord, or (ii) pursue any remedy at law or in equity that Tenant may have as a result of Landlord's default, including, but not limited to, seeking specific performance of this agreement.
- (c) Mitigation of Damages. Each party agrees that it has a duty to mitigate damages and covenants and that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other party's performance or non-performance of this Agreement.
- (d) Limitation of Landlord's Liability. As used in this Lease, the term "Landlord" means only the current owner or owners of the fee title to the Premises at the time of question. Each Landlord is obligated to perform the obligations of Landlord under this Lease only during the time such Landlord owns such interest or title. Any Landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this Lease accruing on or after the date of transfer, and Tenant agrees to recognize the transferee as Landlord under this Lease.

17. Enforcement. In the event either party to this Lease obtains legal counsel and/or commences legal proceedings to enforce any right under this Lease or to obtain relieve for the breach of any term, condition, or covenant herein, the party ultimately prevailing (or substantially prevailing) in such proceedings shall be entitled to recover from the other party the reasonable costs and expenses of such proceedings, including reasonable attorney fees.

18. Notices. Any notice given hereunder shall be in writing and may be delivered in person or be sent by certified or registered mail, postage prepaid, addressed to the party to receive same at the address of such party shown on the signature page hereof or such other address as such party may hereafter furnish to the other in writing. Any notice mailed in accordance with the preceding sentence shall be deemed to have been served at the time it is received.

19. Memorandum of Lease. At the request of either party, the parties shall also execute and deliver a short form memorandum of this Lease in the real estate records of Greene County, Missouri.

20. Environmental Matters.

- (a) Prohibition Against Hazardous Substances. During the Lease Term, Tenant shall not allow at any time the storage, disposal, discharge, burial, incineration or use of any Hazardous Substances on the Premises unless otherwise in compliance with any and all applicable laws, statutes, ordinances or regulations, in addition to Environmental Laws. Tenant shall indemnify and hold the Landlord harmless from and against all claims for or on account of or

arising out of any violation of any Environmental Law by Tenant with respect to the Premises, or disposal of or release of any Hazardous Substance on the Premises by Tenant, for any period during the Lease Term. Further, in the event of a violation by Tenant of the terms of this Lease Agreement, the Landlord may elect to terminate this Lease by written notification to Tenant.

(b) Definitions. For purposes of this Paragraph, the following terms shall have the following meanings:

(i) The term "Environmental Law" shall mean and be defined as any federal, state or local law, statute, ordinance or regulation pertaining to the health, industrial hygiene or the environmental conditions on, under or about the Premises, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, the Resource Conservation and Recovery Act of 1976 ("RCRA"), also known as the Super Fund Amendments and Authorization of 1986 ("SARA").

(ii) The term "Hazardous Substance" shall mean and be defined herein as those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in CERCLA, RCRA, SARA and the Hazardous Materials Transportation Act, as amended and in the regulations promulgated pursuant to such laws, together with such substances listed in the United States Department of Transportation Table or by the Environmental Protection Agency (or any successor agency) as hazardous substances, together with any other substances, materials and wastes which are or become regulated under applicable local, state or federal law or which are classified as hazardous or toxic under federal, state or local law.

21. Assignment and Subletting. Tenant shall not assign this Lease in whole or in part, or sublet all or any part of the Premises, without obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld.

22. Signs. Tenant shall have the right to erect and/or replace a suitable, professional sign on the Premises, subject to compliance with all applicable laws, ordinances, orders, rules, regulations or requirements of any applicable governmental entity and also subject to Landlord's prior written approval, which shall not be unreasonably withheld or delayed.

23. Utilities. Landlords covenants and agrees to pay for all gas, electric, water, sewer and trash services that serves or is utilized upon the Premises during the Lease Term.

24. Execution. This Agreement is executed in multiple originals as of the date first (1st) above written and shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns. The Paragraph captions used herein are for convenience only and shall not be deemed to have been included for any other purpose.

25. Severability. A determination by a court of competent jurisdiction that any provision of the Lease is invalid or unenforceable shall not cancel or invalidate the

remainder of that provision of this Lease, which shall remain in full force and effect. The terms of this contract are severable upon one (1) year notice by either party.

26. Amendments or Modifications. This Lease is the only agreement between the parties pertaining to the lease of the Premises and no other agreements are effective unless made a part of this Lease. All amendments to the Lease must be in writing and signed by all parties. Any other attempted amendment shall be void.

27. Survival. All obligations of any party to this Lease which are not fulfilled at the expiration or the termination of this Lease shall survive such expiration or termination as continuing obligations of the party.

28. Binding Effect. This Lease shall inure to the benefit of, and be binding upon, each of the parties to this Lease and their respective heirs, representatives, successors and assigns. However, Landlord shall not have any obligation to Tenant's successors and assigns unless the rights or interests of the successors or assigns are acquired in accordance with the terms of this Lease.

29. Time of the Essence. Time is of the essence of this Lease and each and every covenant, term, condition and provision hereof.

30. Governing Law. The laws of the jurisdiction in which the Premises are located shall govern the validity, performance and enforcement of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

LANDLORD:

City of Willard, a Municipal Corporation

Corey Hendrickson, Mayor

Notice to:

City of Willard
P.O. Box 187
Willard, Missouri 65781
Attn: City Clerk

With Copy to:

Mr. Ken Reynolds
Reynolds, Gold & Grosser, P.C.

1240 E. Independence, Suite 200
Springfield, Missouri 65804
Attn: Mr. Ken Reynolds

TENANT:

**Lester E. Cox Medical Centers, A
Missouri non-profit Corporation,
d/b/a CoxHealth**

By: , VP Clinical Services

Notice to:

CoxHealth
Attn: Genny Maroc
VP Clinical Services
100 East Walnut Lawn
Springfield, MO 65807

CoxHealth
Attn: Larry Grover, Property Manager
3801 South National Avenue
Springfield, MO 65807



AGENDA ITEM #12

Ordinance accepting the contract with Commerce Bank for Depository and Banking services. (1st and 2nd Read). Discussion/Vote.

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

DEPOSITORY AGREEMENT

This Depository Agreement is made and entered into this 1st day of JUNE, 2015 by and between CITY OF WILLARD a political subdivision of the State of MISSOURI, hereinafter called "Depositor," and Commerce Bank, hereinafter called "Depository Institution."

WHEREAS, the Depositor has deposited and will in the future deposit public funds with the Depository Institution in amounts exceeding the applicable insurance provided by the Federal Deposit Insurance Corporation ("FDIC"), and

WHEREAS, the Depositor has requested that its deposits in excess of the FDIC insurance limit, now or hereafter in effect, be secured, and

WHEREAS, the Depository Institution is authorized by 12 USC 90 to give security for the safekeeping and prompt payment of funds deposited by any State or political subdivision thereof, or any agency or other governmental instrumentality of one or more States or political subdivisions thereof, and Depository Institution is willing to provide collateral to the Depositor securing all deposits in excess of the applicable FDIC insurance limit, such collateral (hereinafter the "Collateral") to consist of,

- a) Securities as prescribed by the appropriate state statute in the state where the Depositor is located;
- b) Irrevocable Letter of Credit through the applicable Federal Home Loan Bank as prescribed by the appropriate state statute in the state where the Depositor is located; and

WHEREAS, the Depository Institution is willing to provide sufficient Collateral such that the market value of the Collateral pledged will at all times equal not less than one hundred percent (100%) of the actual amount of the funds on deposit, including accrued interest, less the amount insured by the FDIC, and

WHEREAS, the Depository Institution will deliver the Collateral for safekeeping in a book-entry collateral account (hereinafter the "Collateral Account") established at the Federal Reserve Bank in Kansas City, Missouri (hereinafter referred to as the "Custodial Institution").

NOW, THEREFORE, the parties hereto agree as follows:

1. **Security.** All funds standing in the name of the Depositor now or hereafter on deposit with the Depository Institution in excess of applicable FDIC insurance shall be secured by the Depository Institution's pledge of Collateral and Depository Institution hereby pledges to Depositor all Collateral now or hereafter delivered to Custodial Institution and deposited in Custodial Institution's Collateral Account and held under joint custody receipt in the name of Depositor and Depository Institution, and agrees that such Collateral shall at all times be maintained in an amount equal to at least one hundred percent (100%) of the amount of the deposit, including accrued interest, in excess of FDIC insurance, provided that Depository Institution has been given advance notice of and/or a

reasonable opportunity to act on deposits made from time to time by Depositor. Depositor must give Depository Institution advance notice and a reasonable opportunity to act on deposits which represent a large increase over deposits made from time to time by Depositor, or which will result in the under-collateralization of the Collateral Account.

2. **Safekeeping Provisions.** The Depository Institution shall cause Custodial Institution to maintain the Collateral in a Collateral Account. Except as provided in paragraphs 5 and 6 below, the Collateral shall be released only upon the joint written authorization of the Depositor and the Depository Institution. The Depository Institution may substitute or exchange securities held in the Collateral Account as hereinafter provided.

3. **Timing for Authorization.** Depositor must provide written authorization for the release of any Collateral which matures within twenty-four (24) hours of a request for such authorization. Depositor will pay Depository Institution a fee, to be determined by Depository Institution, if this authorization is not provided within that time period.

4. **Representations.** The Depository Institution represents to the Depositor: (a) that the Depository Institution is the sole legal and actual owner of the Collateral; (b) that no other security interest has been, nor will be, granted in the Collateral; and (c) that the deposits of Depositor are insured by the FDIC up to the current deposit insurance coverage limits.

5. **Default.** The Depository Institution shall be in default if it fails to pay, on demand, all or any part of a matured deposit including earned interest. It shall also be an event of default in the event a receiver is appointed for substantially all of Depository Institution's assets pursuant to applicable banking law or regulation.

6. **Proceeds.** In the event of a default, the Depositor is authorized to demand the transfer of the Collateral or to order the liquidation of same with all proceeds payable to the Depositor up to the amount of Depositor's uninsured deposits.

7. **Statements.** The Depository Institution agrees to furnish to the Depositor a statement listing a description of the Collateral pledged and held in safekeeping in the Custodial Institution upon written request. The statement will include par value, interest rate, and maturity date of the Collateral.

8. **Substitution.** The substitution or exchange of similar securities comprising the Collateral may be made by the Depository Institution only with the prior written consent of Depositor, which consent shall not unreasonably be withheld.

9. **Financial Condition.** The Depository Institution agrees to provide to Depositor on written request a copy of its most recently published Call Report and agrees to provide an annual audited financial statement of Depository Institution's parent bank holding company upon written request.

10. **Fees.** Depositor agrees to pay to Depository Institution all fees and charges associated with the Collateral Account, including, but not limited to, Depository Institution and Custodial Institution fees and charges.

11. **Authorization.** Depositor and Depository Institution each represents and warrants to the other that this Agreement is made pursuant to and is duly authorized by resolution of its respective Board of Directors or other governing body.

12. **Non-Assignability.** This Agreement is not assignable in whole or in part, but is binding on the parties hereto and its successors and permitted assigns.

13. **Governing Law.** This Agreement shall be governed by the law of the state in which the main banking house of the Depository Institution is located.

CITY OF WILLARD
Depositor

COMMERCE BANK.
Depository Institution

By: _____

By: _____

Title: _____

Title: _____

CERTIFICATE OF SECRETARY OF DEPOSITORY INSTITUTION

The undersigned, Secretary of Depository Institution, hereby certifies that the execution of the foregoing Depository Agreement has been authorized by Enabling Resolutions adopted by unanimous consent of stockholders on May 22, 2009, as the same may be amended or restated from time to time, and

Further certifies that a duplicate original of the foregoing Depository Agreement is maintained in the official records of the Depository Institution.

IN WITNESS WHEREOF, the Secretary has executed this certification and affixed the corporate seal of the Depository Institution as of this _____ day of _____, 2015.

(SEAL)

Secretary of Depository Institution

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

YES

NO

ABSTAINED

MEREDITH REAVES

DAVID LARIMORE

MICHAEL BARR

DON LEE

JAMIE BUCKLEY

LARRY WHITMAN

APPROVED AS TO FORM : _____, City Attorney

ATTEST: _____, City Clerk

_____, Mayor

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 #13

Discussion/Vote on revisions to Ordinance #140609G Additional Duties of the City Administrator.

This discussion is sponsored by Alderman Buckley, the City Clerk and the City Administrator.

Page one (1) is the current ordinance for the additional duties of the City Administrator that was approved June 2014. This ordinance does need corrections to state "hire" instead of "appoint" if the Board chooses to continue with this policy.

By state statute: the Mayor with the approval of a quorum of the elected Board are the only people that can appoint a city appointed official.

Page two (2) and the employee manual are the proposals that I received from Alderman Buckley.

These are on the agenda for discussion/vote so that any changes voted on may be made are brought back to the Board in ordinance form in the Employee Manual.

AN ORDINANCE

AN ORDINANCE ESTABLISHING ADDITIONAL DUTIES FOR THE CITY ADMINISTRATOR.

WHEREAS the Board of Alderman have determined the need for uniformity in the appointment, discharge, and discipline of city employees; and

WHEREAS, the City of Willard has previously established the position of a City Administrator; and

WHEREAS, the Board of Aldermen wishes to delegate the authority to the City Administrator to appoint, discharge, and discipline city employees, subject to review by the Board of Aldermen.

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

1. That the City Administrator shall have the authority to ~~appoint~~, hire, discharge, and discipline city employees.
2. That the authority of the City Administrator to ~~appoint~~, hire discharge, and discipline city employees is subject to review by the Board of Aldermen as set forth in the City of Willard's employee policy manual.
3. That in the event that there is no City Administrator, the Mayor will have the authority to ~~appoint~~, hire, discharge, and discipline city employees subject to the approval of the Board of Aldermen.
4. The Ordinance shall be effective from and after its passage.

AN ORDINANCE ESTABLISHING ADDITIONAL DUTIES FOR THE MAYOR

WHEREAS the Board of Aldermen have determined the need for uniformity in the appointment, discharge, and discipline of city employees; and

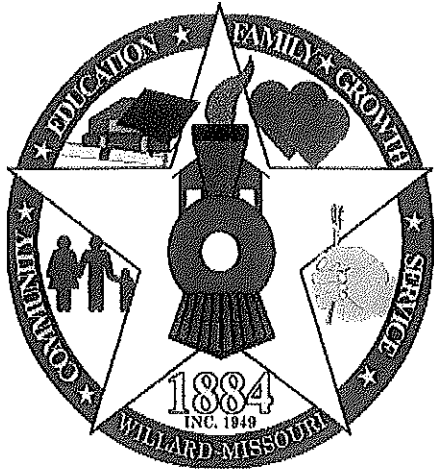
WHEREAS, the City of Willard has previously established the position of a City Administrator; and

WHEREAS, the Board of Alderman wishes to delegate additional authority to the ~~City Administrator~~ Mayor in matters of the appointment, discharge, and disciplining of city employees, subject to review by the Board of Aldermen.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, GREENE COUNTY, MISSOURI THOSE CHANGES AS SET FORTH IN THE ATTACHED EMPLOYEE POLICY MANUAL DOCUMENT LABELED EXHIBIT "A" TO REFLECT THE ~~CITY ADMINISTRATOR'S~~ MAYOR'S AUTHORITY TO APPOINT, DISCIPLINE, AND DISCHARGE CITY EMPLOYEES.

1. That the Mayor shall have the authority to appoint, discharge, and discipline city employees.
2. That the authority of the Mayor to appoint, discharge, and discipline city employees is subject to review by the Board of Aldermen as set forth in the City of Willard's employee policy manual.
3. Any appointment, discharge, or discipline of city employees may be overridden by a 2/3 majority vote of the Board of Aldermen.

Alderman Buckley's proposals



City of Willard

EMPLOYEE POLICY MANUAL

Adopted March 9, 2015

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I. INTRODUCTION

Thank you for choosing to work with the City of Willard. We hope you will find your employment with the City of Willard a rewarding experience. The City of Willard staff is dedicated to provide outstanding public service to the citizens of our City. As an employee of the city, you will be expected to contribute your talents and energies to further improve the environment and quality of our city. We consider the employees of the City of Willard to be one of our most valuable resources.

This manual has been written to serve as the guide for the employer/employee relationship. There are several things to keep in mind about this manual. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific questions to the Human Resource Department or your Supervisor. The procedures, practices, policies and benefits described here may be modified or discontinued from time to time. We will try to inform you of any changes as they occur, but it is the employee's responsibility to remain current concerning any updates to the City's policies and procedures. Some subjects described in this manual are covered in detail in official policy documents. Refer to these documents for specific information because this manual only briefly summarizes those guidelines and benefits.

II. OVERVIEW

This informational handbook contains policies and procedures for the City of Willard employees as they exist on the date of its printing and shall be followed in the administration of City Policies in personnel matters. It is the duty of all City employees, including Supervisors, Department Heads, City Officials, the City Administrator and the Mayor to fairly administer and enforce these policies and all employees are expected to abide by and follow them. The provisions of the Employee Policy Manual apply to all employees of the City of Willard, regardless of the time of the creation of a position or the time of the appointment of the employee. In addition, the City of Willard has a separate Police Department Personnel Policy Manual. All employees and officers of the Police Department are required to familiarize themselves with the Police Department Personnel Policy which contains additional information, policies and procedures which apply to their employment. In the event there is any conflict between the guidelines in this Employee Manual and any Departmental Policies or Procedures, the Employee Manual will prevail and take precedence.

This booklet has been prepared to inform current and future employees about the City of Willard and its current policies, procedures, rules and regulations. The guidelines may be changed by the City of Willard at any time. Changes will apply to all current and future employees. No statement or promise by a Supervisor or Department Head, past or present, may be interpreted as a change in policy or practice, nor will such statements constitute an agreement of any kind with any employee regarding the City of Willard's policies, procedures or any other matter.

Should any provision in this Employee Manual be found to be unenforceable and invalid, such finding does not invalidate the entire Employee Manual, but only that particular provision.

This Employee Manual replaces and supersedes any and all other previous City of Willard employee informational manuals and handbooks.

III. VOLUNTARY AT-WILL EMPLOYMENT

Unless an employee has a written employment agreement with the City of Willard, which provides differently, all employment at the City of Willard is "at-will" and is governed by Missouri statutes. That means that employees may be terminated from employment with the City of Willard with or without cause and employees are free to leave the employment of the City of Willard with or without cause. Any representation by any City of Willard officer or employee contrary to this policy is not binding upon the City of Willard unless it is in writing and is signed by the Mayor with the approval of the Board of Aldermen.

IV. EQUAL EMPLOYMENT OPPORTUNITY

The City of Willard provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran in accordance with applicable federal, state and local laws. The City of Willard complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

The City of Willard expressly prohibits any form of unlawful employee discrimination based on race, color, religion, gender, sexual orientation, national origin, age, genetic information, disability or veteran status. Improper interference with the ability of the City of Willard employees to perform their expected job duties is absolutely not tolerated. All employees should report any discrimination to the City Administrator. However, if the report involves the City Administrator, the employee may take their concerns to an Aldermen or Mayor. The employee may also request a closed meeting with the Board of Aldermen.

If the City of Willard determines that a violation of this policy has occurred, it will take appropriate disciplinary action against the offending party, which may include counseling, warnings, suspensions and/or termination. Employees who report, in good faith, violations of this policy and employees who cooperate with investigations into alleged violations of this policy will not be subject to retaliation. Upon completion of the investigation, the City of Willard will inform the employee who made the complaint of the results of the investigation.

V. POLICY AGAINST WORKPLACE HARASSMENT

The City of Willard has adopted a policy of "zero-tolerance" regarding unlawful employee harassment and the City of Willard is committed to providing a work environment free of harassment. The City of Willard's policy prohibits discrimination or harassment on the basis of sex, race, religion, color, national origin or ancestry, disability, age, military status or status in any group protected by federal, state or local law or any other basis protected by law.

It is the City of Willard's position that all employees have the right to work in an environment free from all forms of conduct, which may be considered discriminatory or harassing and that any harassment is a form of misconduct that undermines the integrity of the employment relationship. Improper interference with the ability of the City of Willard's employees to perform their expected job duties will not be tolerated. No employee, either male or female, should be subject to unsolicited and unwelcome inappropriate verbal, non-verbal, visual or physical conduct. All such prohibited harassment in violation of City policy is unlawful and will not be tolerated.

No manager, Supervisor, lead person, employee or other third party shall threaten or insinuate that another employee's or applicant's refusal to submit to sexual advances will adversely affect any aspect of that person's employment. Similarly, no employee shall promise, imply or grant any preferential treatment to another employee, applicant or other third party in exchange for engaging in sexual conduct. Harassment may also include, among other things, unwelcome propositions, flirtations and requests – whether expressed or implied – for sexual favors. The same holds true for any contractors, temporary agency employees, customers, guests and visitors on City premises or anyone with whom the City is conducting business.

Prohibited harassment includes unwelcome conduct of a verbal, non-verbal, visual or physical nature. Prohibited harassment includes, but is not limited to the following:

- Verbal statements such as graphic comments about an individual's body, skin color or ethnicity; degrading verbal abuse, threats, epithets, offensive jokes, derogatory comments or racial or sexual slurs;
- Nonverbal conduct such as suggestive or insulting noises, leering, whistling or obscene gestures;
- Visual conduct such as making sexual gestures or displaying sexually suggestive material such as derogatory posters, photographs, cartoons, drawings, pictures, objects, letters,

- notes, invitations, pictures or cartoons;
- Physical conduct such as assault, rape, unnecessary touching, unwanted touching or blocking another person's movement;
- Retaliation for reporting harassment or threatening to report harassment;
- Unwanted sexual advances or propositions;
- Offering employment benefits in exchange for sexual favors; and,
- Making or threatening reprisals after a negative response to sexual advances.

Examples of the types of conduct expressly prohibited by this policy include, but are not limited to, the following:

1. Unwelcome sexual advances, requests for sexual favors and all other verbal or physical conduct of a sexual or otherwise offensive nature, specifically where:
 - Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
 - Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
 - Such conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment.
2. Offensive comments, jokes, innuendos and other sexually oriented statements. Also included are the following:
 - Touching, such as rubbing or massaging someone's neck or shoulders, stroking someone's hair or brushing against another's body.
 - Sexually suggestive touching.
 - Grabbing, groping, kissing, fondling.
 - Violating someone's "personal space".
 - Lewd or suggestive whistling. Wolf whistles.
 - Lewd, off-color, sexually oriented comments or jokes.
 - Foul or obscene language.
 - Leering, staring, stalking.
 - Suggestive or sexually explicit posters, calendars, photographs, graffiti, cartoons on company property, clothing.
 - Unwanted or offensive letters or poems.
 - Sitting or gesturing sexually.
 - Offensive e-mail.
 - Sexually oriented or explicit remarks, including written or oral references to sexual conduct, gossip regarding one's sex life, body, sexual activities, deficiencies or prowess.
 - Questions about one's sex life or experiences.
 - Repeated requests for dates.
 - Sexual favors in return for employment rewards or threats if sexual favors are not provided.

- Any other conduct or behavior which is inappropriate.

Every City employee is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Further, employees are responsible for respecting the rights of their coworkers.

If any employee believes they have been subjected to or have observed other employees being subjected to conduct which may constitute harassment, that individual should immediately report the offensive conduct directly to the City Administrator. In the case of a complaint against the City Administrator, the employee should immediately report the conduct to the ^{Mayor or the} Board of Aldermen.

All allegations of discrimination, harassment or retaliation will be taken seriously and will be thoroughly investigated as promptly and confidentially as reasonably possible. It is imperative that all parties involved in a complaint are aware of the need to maintain strict confidentiality while the complaint is being investigated and evaluated. After an investigation of the individual's complaint, the individual who complained of the harassment and the harasser will be advised of the results of the investigation.

If there is reasonable evidence substantiating that harassment has occurred, the City of Willard will take the necessary and appropriate remedial actions to prevent further harassment from occurring. An employee who, after an investigation, is determined to have engaged in any form of discrimination, harassment or retaliation is in violation of this guideline and will be subject to appropriate disciplinary action, up to and including immediate termination of employment.

Individuals shall be assured that there will be no retaliation against those who make a complaint with the reasonable belief that harassment has occurred. If an employee makes a report of what they, in good faith, believes to be harassment or retaliation, the employee will not be subject to disciplinary actions even if the employee turns out to have been mistaken.

Questions and concerns about the guideline on harassment, discrimination or the procedure for filing complaints should be addressed by contacting the City Administrator.

VI. SOLICITATION

The City of Willard prohibits the solicitation, distribution and posting of materials on or at City property by any employee, except as may be permitted by this policy. The sole exceptions to this policy are charitable and community activities supported by the City of Willard and City sponsored programs related to the City of Willard events and services.

Provisions:

- Employees may not solicit other employees during work times, except in connection with a city-approved or sponsored event.
- Employees may not distribute literature of any kind during work times or in any work area at any time, except in connection with a city-sponsored event.

The posting of materials or electronic announcements are permitted with approval from the City Administrator and/or the City Clerk. Violations of this policy should be reported to the City Administrator.

VII. HOURS OF WORK, ATTENDANCE AND PUNCTUALITY

A. Hours of Work

A work hour is any hour of the day that is worked and should be recorded to the nearest quarter of an hour. The workday is defined as the twenty-four (24) hour period starting at 12:00 a.m. and ending at 11:59 p.m. The workweek covers seven (7) consecutive days beginning on Sunday and ending on Saturday. The usual workweek period is forty (40) hours.

The normal work week for the City of Willard City Hall shall consist of five (5), eight (8) hour days. Ordinarily, work hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday, including one (1) hour (unpaid) for lunch. Employees may request the opportunity to vary their work schedules (within employer defined limits) to better accommodate personal responsibilities. Subject to the City of Willard work assignments and the City Administrator's approval, the employee's Supervisor or Department Head shall determine the hours of employment that best suits the needs of the work to be done by the individual employee. Each Department may require different work schedules, but all Departments' normal work hours will be forty (40) hours per week.

B. Attendance and Punctuality

Attendance is a key factor in job performance. Punctuality and regular attendance are expected of all employees. Excessive absences (whether excused or unexcused), tardiness or leaving early is unacceptable. Absence for any reason or planning to arrive late or leave early, requires notification to your Supervisor, the Department Head or the City Administrator as far in advance as possible and no later than one (1) hour before the start of the scheduled work day. In the event of an emergency, notify your Supervisor, the Department Head or the City Administrator as soon as possible. For all absences extending longer than one (1) day, telephone your immediate Supervisor and inform them that the request for absence will be for more than one (1) day. When reporting an absence, indicate the nature of the problem causing the requested absence and the expected return to work date. A physician's statement may be required as proof of the need for any illness - related absence regardless of the length of the absence. Except as provided in other policies, an employee who is absent from work for three (3) consecutive days without notification to their Supervisor, the Department Head or the City Administrator will be

considered to have voluntarily terminated their employment. The employee's final paycheck will be mailed to the last mailing address on file with the City of Willard. Excessive absences, tardiness or leaving early will be grounds for discipline up to and including termination. Depending on the circumstances, including the employee's length of employment, the City of Willard may counsel employees prior to termination for excessive absences, tardiness or leaving early.

C. Overtime

Overtime pay, which is applicable only to non-exempt employees, is for any actual hours worked in excess of forty (40) hours in a work week. A Department Head may authorize overtime with the approval of the City Administrator. Overtime rate is one and one-half (1½) times the employee's straight time rate, except in instances involving a holiday, sick day, vacation day or other non working paid day, then the time will be the regular rate until actual worked hours have exceeded forty (40) hours. Payment of overtime will be provided in the pay period following the period in which it is earned.

D. Flextime

The purpose of flextime is to provide reasonable work hours for exempt City employees. Attached is the Flextime policy in the Appendix section.

VIII. EMPLOYMENT POLICIES, PRACTICES, AND DISCIPLINE

A. Pre-Employment Requirements

All full-time employees will be required to undergo a pre-employment drug screen before beginning work. Part-time or seasonal employees will undergo the drug screen only at the request of the Supervisor, Department Head or City Administrator.

B. Nepotism

If employees employed in the same department become related to each other after employment begins, it will be necessary for one (1) of those related employees to either terminate their employment or change to another department within the City organization if a position is available and the necessary qualifications are met. This policy is not to be made retroactive and will not affect employment relationships in existence prior to the passage of this policy.

C. Employment of Relatives

Applicants for any full-time positions or vacancy may not be employed if the applicant is related to any full-time employee on the payroll within the same department and under the jurisdiction of the same Department Head. In this context, related shall mean or include: parent,

child, spouse, common-law spouse, brother, sister, grandparents, grandchildren, uncle, aunt, nephew or niece, cousins including step, half, foster or in-laws.

D. Dress Code

The dress code for each department shall be established by the City Administrator. The code shall be developed with all consideration for employee safety, citizen recognition, etc. This code shall be strictly enforced.

E. Oath

Every police officer of the city shall, before entering upon their duties, take the oath prescribed by law.

F. Political Activities

City employees shall not be coerced or choose to take part in political campaigns, to solicit votes, to contribute or to solicit funds or support, for the purpose of supporting or opposing the appointment or election of candidates for any office.

G. Residence

Employees of the City of Willard shall not be required to live within the city limits, unless required to do so by law, but they are encouraged to do so. This suggestion is intended to foster a greater interest in and concern for the welfare of the community on the part of the city employees.

H. Policies and Discipline

It shall be the duty of all City employees to comply with the personnel rules and regulations of the City. Employees who are found violating the City of Willard's rules and regulations will be subject to discipline, up to and including immediate termination of employment. All employees of the City of Willard are at-will and may be subject to immediate termination of employment with or without cause and with or without notice.

A Supervisor, the Department Head, ^{or Mayor} ~~or the City Administrator~~ may issue verbal warnings to employees for violations of City personnel rules, regulations or other misconduct. A Supervisor shall inform their Department Head of said warning and/or the Department Head shall inform the City Administrator ^{and Mayor} of any warnings given to employees. In the event an employee's violation of City personnel rules, regulations or other misconduct requires a written warning, reprimand or discipline, the Department Head shall take the issue to the City Administrator for approval. Written documentation of employee counseling, warnings, reprimands or discipline may be placed in an employee's personnel file with the consent and approval of the City Administrator ^{or Mayor}. Disciplinary actions, other than verbal warnings, including

all written warnings, reprimands, counseling, suspensions or demotions, shall be approved by the City Administrator. *or Mayor.*

The following are examples of violations which may result in discipline up to and including immediate termination of employment. This list is not intended to be a complete list of all types of conduct that may result in disciplinary action. The City of Willard may in its discretion determine other behaviors that are unacceptable.

1. Conviction of a felony or other crime involving moral turpitude;
2. Acts of incompetence, inadequate performance, inefficiency or negligence in the performance of duties;
3. Unauthorized absence, habitual absences or tardiness;
4. Acts of insubordination, intentional failure or refusal to carry out instructions or assignments;
5. Misappropriation, destruction, theft or conversion of City property;
6. Inappropriate behavior toward a citizen of the City.
7. Acts of misconduct while on duty;
8. Dishonesty;
9. Falsification of any information required by the City;
10. Failure to properly report accidents or personal injuries;
11. Neglect or carelessness resulting in damage to city property or equipment;
12. Repeated convictions during employment on misdemeanor and/or traffic charges;
and,
13. Introduction, possession or use on city property or in city equipment of intoxicating liquors or illegal controlled substances (drugs) or proceeding to or from work under the influence of liquor or an illegal controlled substance, including any violation of the City's Substance Abuse Policy.

Nothing in this section alters the employment at-will status.

I. Substance Abuse Policy

It is the policy of the City of Willard to provide safe, dependable and quality services to its citizens, to provide safe and healthy working conditions for its employees and to comply with

the requirements of federal law and regulations related to the Drug Free Work Place Act of 1988 and the Omnibus Transportation Employee Testing Act of 1991.

It is the policy of the City of Willard to ensure that its employees are not impaired in their ability to perform assigned duties in a safe, productive and healthy manner. The City desires to create a work environment free from the adverse effect of alcohol and controlled substances abuse or misuse. Employees are strictly prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of controlled substances or alcohol while conducting any work on behalf of the City or on any City premises. Employees are also prohibited from the unauthorized possession of alcohol while on duty and are prohibited from the unauthorized possession or use of unauthorized controlled substances at any time, whether on or off duty. No employee shall use alcohol or non-prescribed drugs in the workplace or in operation of the City's motor vehicles or equipment.

This policy applies to all employees and/or applicants who apply for employment with the City of Willard. All employees, regardless of their date of hire, will be required by the City of Willard to comply with all sections of this policy including: pre-employment, post-accident, reasonable suspicion, return to work and follow-up testing for both alcohol and controlled substances. Further, as set forth herein, the City encourages employees to seek professional assistance when personal problems, including alcohol and controlled substance dependency, adversely affect their ability to perform assigned duties.

Any employee charged for illegal conduct related to alcohol or controlled substances, including a conviction of any crime occurring in the workplace or not in the work place, must notify the City Administrator within five (5) calendar days of any such conviction or charges. Failure to timely report any such conviction or charges will result in disciplinary action, up to and including termination of employment. Further, any employee whose job performance requires the possession of a valid driver's license and who subsequently loses their drivers license as a consequence of drug or alcohol related convictions, pleas or other legal means, shall be subject to disciplinary action, up to and including termination from employment. The employee shall notify the City Administrator of the loss of their driver's license immediately after revocation or temporary suspension of their license. Failure to notify the City Administrator of the loss of the driver's license shall result in disciplinary action, up to and including termination of employment.

Any employee who is using a prescribed or authorized controlled substance which may inhibit or impair the employee's performance shall provide written notice to the City Administrator of such use upon returning to work and prior to engaging in any work related activity.

As a condition of employment, both present and future employees shall be subject to alcohol and controlled substances testing including the following types of tests: pre-employment

testing, random testing, reasonable suspicion testing, post-accident testing, return-to-work testing and follow-up testing. Tests shall be conducted by a facility certified and approved by the City of Willard.

An employee who fails a test or who fails to submit to a test under this policy may be discharged by the City for misconduct connected to work.

1) Pre-Employment Testing

Pre-employment urine drug testing shall be required of all applicants for all positions as a condition of employment, regardless of the status of the position. Receipt of satisfactory test results is required prior to commencement of employment. A positive alcohol or controlled substance test result disqualifies an applicant from eligibility for employment for a period of at least two (2) years. Applicants must submit to a pre-employment urine drug test within twenty-four (24) hours of being ordered to test. Failure to submit to testing or failure to submit in a timely manner will result in the withdrawal of the City's conditional offer of employment. The applicant will be disqualified from further consideration for a period of two (2) years. Applicants who fail to test or who fail to submit in a timely manner for a second (2nd) time will be permanently disqualified for consideration for employment with the City of Willard. Any deviation from this practice must be documented and approved in writing by the City Administrator.

2) Reasonable Suspicion Testing

Reasonable suspicion testing applies to all City of Willard employees regardless of their status or position. Reasonable suspicion testing shall be used to determine fitness for duty evaluations, including appropriate urine and/or breath testing when there are objective observable reasons to believe that alcohol or a controlled substance use is adversely affecting an employee's job performance or that the employee has violated this policy. Reasonable suspicion referrals for testing shall be made on the basis of documented objective facts and circumstances consistent with the effects of substance use. Reasonable suspicion observations and reports may be made by the Supervisor or Department Head. The observing Supervisor or Department Head, regardless of the direct reporting relationship with the affected employee, is required to complete the appropriate required documentation concurrently with the observation and consideration to impose reasonable suspicion testing.

All employees may be subject to testing following any type of accident during work hours if reasonable suspicion is determined, regardless of whether the accident meets the guidelines as noted under the post-accident provisions of this policy. A Supervisor or Department Head, who fails to report an observation of reasonable

suspicion of an employee, may be subject to disciplinary action up to and including termination.

Reasonable suspicion testing shall be required and completed whenever possible within two (2) hours of the observation, but in any case, no later than eight (8) hours after the observation for breath alcohol testing and thirty-two (32) hours for controlled substance testing. An employee who is ordered to submit to a reasonable suspicion drug test should be transported to the testing site by City personnel.

3) Random Testing. Random testing is applicable to all employees. Random testing shall be conducted at the direction of the City Administrator. An employee who is notified to submit to a random drug test must report immediately to the collection site. No delay in reporting is acceptable. An employee who is ordered to submit and does not report to the collection site, without delay, must document circumstances causing the delay to be tested.

4) Post Accident Testing. Post accident testing is applicable to any employee involved in an accident or in which the employee injures the person or property of another during work hours.

5) Return to Work or Follow up Testing. Return to work or follow up testing may be required at the direction of the City Administrator.

J. Rehabilitation Effort

Employees are encouraged to seek help with alcohol or chemical dependency problems voluntarily through a provider of their choice. Employees will not be disciplined for seeking assistance, if assistance is sought voluntarily.

Rehabilitation assistance, due to a positive alcohol or controlled substance test, may only be granted to an employee one (1) time while employed by the City of Willard. Failure to complete the rehabilitation evaluation and any subsequent treatment plan and/or comply with the provisions of this policy will result in termination of employment.

The following items must be completed for a rehabilitation process to be successful and complete:

1. The employee shall agree to be evaluated by a rehabilitation professional acceptable to the City of Willard and shall successfully complete the rehabilitation treatment plan established for the employee by such; and
2. The employee shall agree to refrain from any violation of this policy and the use of alcohol and/or controlled substances as is consistent with the treatment plan for rehabilitation and this policy; and

3. The employee shall provide a release of all medical records for use and review by the City of Willard, specifically relating to the rehabilitation treatment plan for assistance and compliance; and

4. The employee shall agree to submit to testing when returning to work, which will demonstrate that the employee has tested negative for alcohol and/or controlled substance test standards; and

5. The employee shall agree to unannounced follow-up testing for a period of time as determined by the City Administrator or their designee subsequent to the employee's return to work and consistent with this policy; and

6. The employee will continue to be a participant of the random drug testing pool and ordered to submit to a random drug test as outlined in this policy; and

7. The employee shall agree that any future alcohol or controlled substance violations will result in the termination of employment.

Violation of this policy will be considered misconduct connected to work and will result in disciplinary action, up to and including termination of employment.

IX. POSITION DESCRIPTION AND SALARY ADMINISTRATION

A. Employment Classification.

1. Employer. The City of Willard is the employer of all full-time, part-time and temporary employees. An employee is hired, provided compensation and applicable benefits, and has their work directed and evaluated by their Supervisor, the Department Head or the City Administrator.

2. Full-Time Employee. A Full Time Employee regularly works at least thirty (30) hours per week

3. Part-Time Employee. A Part Time Employee regularly works less than thirty (30) hours per week.

4. Exempt Employee. An Exempt Employee is an employee who is paid on a salary basis and meets the qualifications for exemption from the overtime requirements of the Fair Labor Standards Act ("FLSA").

5. Non-Exempt Employee. A Non-Exempt Employee is an employee who is paid an hourly rate and does not meet the qualifications for exemption from the overtime requirements of the Fair Labor Standards Act ("FLSA"). For Non- Exempt Employees, an accurate record of hours worked must be maintained. The City of Willard will compensate non-exempt employees in accordance with applicable Federal and State statutes and regulations.

6. Temporary Employee. An individual employed, either on a full-time or part-time basis, for a specific period of time less than six (6) months. Temporary employees are entitled only to those benefits required by statute or as otherwise stated in the City of Willard Employee Manual.

7. Employee Probationary Period. Each new employee must serve a probationary period of one hundred eighty (180) days before they will be considered a regular employee. During the employee's probationary period, the employee's work habits, abilities, attitude, promptness and other pertinent characteristics will be observed and evaluated by their Supervisor, Department Head and other appropriate city officials. If the probationary employee fails to meet required standards of performance, they may be dismissed and will not be entitled to any hearing, grievance or other procedures set forth in this manual. During the probationary period, the new employee is not eligible for sick leave or vacation. Wages for designated holidays falling within the probationary period will be paid to probationary full time employees.

All employees are classified as Exempt or Non-Exempt in accordance with federal and state law and regulations. Each employee is notified at the time of hire of their specific compensation category and exempt or non-exempt status.

B. Payment of Wages

The City pays all employees bi-weekly on every other Friday following the end of the pay period. Payroll checks will be distributed by the Finance Department. If you think an error has been made in your paycheck, please bring the check immediately to the Chief Financial Officer/Financial Officer.

If the normal payday falls on a company recognized holiday, paychecks will be distributed one (1) workday before the aforementioned schedule.

It is the City policy that an employee's paycheck will only be given personally to that employee or mailed to their home address unless a written request is submitted by the employee providing instructions on how the check will be submitted.

X. JOB PERFORMANCE EVALUATION

The work of each employee is reviewed on an on-going basis with the Supervisor to provide a systematic means of evaluating performance. The annual performance review is a formal opportunity for the Supervisor, Department Head or City Administrator, ^{or Mayor} and employee to exchange ideas that will strengthen their working relationship, review the past year and anticipate the City of Willard's needs in the coming year. The purpose of the review is to encourage the exchange of ideas in order to create positive change within the City of Willard. To that end, it is incumbent upon both parties to have an open and honest discussion concerning the employee's performance. It is further incumbent upon the Supervisor, Department Head or City Administrator, ^{or Mayor} to clearly communicate the needs of the City and what is expected of the

employee in contributing to the success of the City of Willard for the coming year. Both Supervisor and employee shall attempt to arrive at an understanding regarding the objectives for the coming year. This having been done, both parties shall sign the performance review form, which will be kept as part of the employee's personnel record and used as a guide during the course of the year to monitor employee progress relative to the agreed upon objectives. The City Administrator reviews the work of all Department Heads. Work reviews for other staff are the responsibility of the appropriate Supervisor or Department Head, subject to confirmation by the City Administrator.

Work performance evaluations shall be annual during the month of August or September and approved by the City Administrator. Employees may from time to time be furnished with a performance rating and evaluation slip to help them improve in their job and continued service with the City. A copy of all evaluations will be retained in the employee's personnel file.

XI. ECONOMIC BENEFITS AND INSURANCE

The City of Willard shall provide a competitive package of benefits to all eligible full-time employees. The following outline of available benefits is provided with the understanding that benefit plans may change from time to time. For eligibility requirements, refer to the Plan document for each benefit program. Continuation of any benefits after termination of employment will be solely at the employee's expense and only if permitted by policies and statutes. To be eligible for city paid benefits an employee must be classified as a "Full-Time" employee.

A. Health/Life Insurance

The City of Willard currently provides individual health and life insurance benefits to all eligible full-time employees. The City of Willard presently pays the individual insurance premium for all eligible employees. Eligible employees may elect to purchase additional health insurance for the employee's dependents or to participate in the Vision and Dental health plans offered by the City at the employee's expense through payroll deduction. The City of Willard may require employees to pay a portion of insurance premium in the future. Information about the City's health plans will be provided to the employee at the time of employment.

The insurance provided is effective thirty (30) days after the first day of the following month from the date of employment. Details and forms may be obtained from the Human Resources Department at the time of employment.

B. Social Security/Medicare/Medicaid

The City of Willard participates in the provisions of the Social Security, Medicare and Medicaid programs. Employees' contributions are deducted from each paycheck and the City contributes at the applicable wage base as established by federal law.

C. Workers' Compensation and Unemployment Insurance

The City of Willard carries workers compensation insurance coverage as required by law to protect employees who are injured on the job. This insurance provides medical, surgical and hospital treatment in addition to loss of earnings from work-related injuries. If an employee should suffer an on-the-job injury or illness, regardless of how minor or severe, the following steps must be followed:

1. Notify their Department Head immediately. The Department Head shall then notify the City Administrator or in the absence of a City Administrator, the Mayor. If the Department Head is unavailable and/or City Hall is closed, any such injury must be reported directly to the City Administrator or in the absence of a City Administrator, the Mayor. If the injury is of a severity that the employee is unable to immediately report the same, such employee should, at the earliest opportunity, request a family member or friend to report the injury.

2. Employees in need of medical attention should go to a physician or medical facility which has been approved by the City's insurance carrier. Such approval should be obtained before any employee receives treatment unless the injury sustained is of such severity that immediate medical attention is required. Any employee receiving medical attention for any on-the-job injury may be subject to testing to determine the presence of illegal or unauthorized controlled substances.

Unreported on-the-job injuries may place an employee in the position of losing any workers compensation benefits for which they might have been eligible. If any employee has any questions regarding the workers compensation program, please contact the Human Resources Department.

D. Retirement Plan

After an employee has been employed six (6) months with the City of Willard, the City shall enroll each full-time employee in the Missouri Local Government Employees Retirement System (LAGERS). At this time the employee shall pay four (4) percent of their gross wages into the account with the City paying the amount stipulated under the terms of the agreement with LAGERS. This is not an optional program. Enrollment in the program is a condition of employment for every full-time employee. If any employee has any questions regarding the retirement plan, please contact the Human Resources or Finance Department.

E. Uniforms

1. Police Department

Each officer of the Willard Police Department will receive a \$1,000.00 uniform allowance for the first year of employment. Each additional year they shall receive a \$650.00 uniform allowance issued once each year in January after showing proof of purchase. This

allowance is to be used for dress uniforms and equipment required by the Department policy. A receipt will be required for all uniform purchases in order for the employee to be reimbursed.

Uniforms may be purchased at approved vendors under the City's name to be repaid by payroll deduction after the maximum allowance has been reached. Any deduction will be by the following schedule:

- \$100.00 or less will be deducted in one (1) pay period.
- \$101.00 to \$200.00 will be deducted a minimum of \$50.00 per pay period at a maximum of four (4) pay period deductions.
- \$201.00 or more will be deducted at a minimum of \$50.00 per pay period at a maximum of eight (8) pay periods.
- Maximum purchase through the City of Willard over and above the uniform allowance is \$500.00.

2. Public Works Department

Each employee of the City of Willard Public Works Department will receive a \$450.00 clothing and boot allowance to be used for pants, boots and winter wear. The clothing and boot allowance will be added once per year to the first payroll in January to each employee's paycheck. The uniform allowance paid to the Public Works will be taxed according to payroll tax deductions. No proof of purchase will be required.

The City will provide five (5) t-shirts per employee every summer plus uniform shirts (long sleeved and short sleeved) with one (1) jacket and vest. The uniform shirts, jacket and vest will be provided through a uniform company who will also launder these items weekly as returned by the employee. The employee is expected to report to work in clean, well mended attire that is appropriate for the work to be accomplished. If, in the opinion of the Supervisor, Department Head or City Administrator, the employee fails to comply with this expectation, appropriate disciplinary action shall be taken.

XII. LEAVE BENEFITS AND OTHER WORK POLICIES

A. Holidays

All full-time employees and appointed officers shall receive normal compensation for legal holidays and any other day or any part of a day during which the public offices of the city shall be closed by special proclamation by the Mayor with the approval of the Board of Aldermen. Designated holidays presently observed include:

1. New Year's Day - January 1
2. Martin Luther King Day

3. President's Day
4. Memorial Day - Last Monday in May
5. Independence Day - July 4
6. Labor Day - First Monday in September
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day + Friday following
10. Christmas Eve -- Close at noon
11. Christmas Day - December 25
12. New Year's Eve -- close at noon

An employee, who shall be required to work during a scheduled holiday, shall be entitled to receive and must take during each calendar year, a selected and scheduled day off to compensate the employee for the lost holiday. Any compensating day off not taken prior to the end of each calendar year shall be lost and shall not carry forward to the next year.

After an employee has successfully completed their probationary period, they will receive three (3) additional paid days off. The employee shall receive two (2) personal days and one (1) day for their birthday per calendar year. Prior to being used the days must be approved by their Department Head. These additional paid days off not taken prior to the end of the calendar year will be lost and will not carry forward to the next year.

B. Vacation

Employees and appointed officials who work full-time for the City of Willard shall receive vacation leave with accrued hours on the following basis:

<u>Length of Employment</u>	<u>Hours Accrued Per Pay Period</u>	<u>Maximum Accrued Vacation Per Year</u>
Zero (0) to One (1) Year	1.54 hours per pay period	One (1) week (40 hrs)
One (1) Year to Four (4) Years	3.08 hours per pay period	Two (2) weeks (80 hrs)
Five (5) Years to Eleven (11) Years	4.62 hours per pay period	Three (3) weeks (120 hrs)
Twelve (12) Years to Fourteen (14) Years	6.16 hours per pay period	Four (4) weeks (160 hrs)
Fifteen (15) Years or more	7.70 hours per pay period	Five (5) weeks (200 hrs)

All employees will be required to work no less than six (6) months and no longer be in the probation period prior to using vacation accrued. Vacation is accrued according to the schedule in this policy. Vacation can be used only after it is earned. Vacation leave will not be earned during an unpaid leave of absence.

Employees wishing to use earned vacation time should submit their request to their Department Head or Supervisor for approval. Department Heads or appointed officials must have their vacation approved by the City Administrator. The "Hire Date" of each year is the anniversary date for accrued hours, except those employees that were employed prior to January 1, 2012 and then the anniversary date will be January 1st of each year.

Employees are expected to use vacation benefits in the fiscal year in which vacation is earned. Employees may carry over a maximum of two (2) weeks (80 hours) of unused vacation from one (1) year to the next. Vacation days are accrued per pay period and January 1st is the anniversary date for carry over hours to the next year. Holidays recognized by the City are not considered vacation time. If a designated holiday should fall within the time an employee is on vacation, it will not be deducted from vacation days earned.

Employees who have served their one (1) year continuous service and have taken part or none of their vacation days earned, upon termination of employment, will be paid for the vacation which will be pro-rated up to the time of termination.

C. Sick Leave

Employees and appointed officials of the municipality who work full-time for the City of Willard shall receive pay during unavoidable absences from work due to sickness or accident during any one (1) year on the following basis:

<u>Length of Employment</u>	<u>Hours Accrued Per Pay Period</u>	<u>Maximum Accrued Sick Leave Per Year</u>
Zero (0) to One (1) Year	1.54 hours per pay period	One (1) week (40 hrs)
One (1) Year to Five (5) Years	3.08 hours per pay period	Two (2) weeks (80 hrs)
Six (6) Years to Nine (9) Years	4.62 hours per pay period	Three (3) weeks (120 hrs)
Ten (10) Years to Fourteen (14) Years	6.16 hours per pay period	Four (4) weeks (160 hrs)
Fifteen (15) Years or more	7.70 hours per pay period	Five (5) weeks (200 hrs)

All employees will be required to work no less than six (6) months and no longer be in the probation period prior to using sick leave accrued. Sick leave is accrued according to the schedule in this policy. Sick leave can be used only after it is earned. The "Hire Date" of each year is the anniversary date for accrued hours, except employees that were employed prior to

January 1, 2012 and then the anniversary date will be January 1st of each year. Sick leave will not be earned during an unpaid leave of absence.

Sick leave is earned by the hour and used by the hour. Where payment is due to such employees or officer under worker's compensation, the amount received by reason of worker's compensation shall be deducted from the allowance above provided for.

Employees shall be allowed to accumulate thirty five (35) working days or two hundred eighty (280) hours in sick leave, which may be carried over from one (1) year to the next. If a holiday should fall within the time the employee is absent on sick leave, it will not be deducted from their available number of sick leave days. Employees do not get paid for sick leave upon termination of employment.

An employee who is sick must call their immediate Supervisor as soon as possible if they are unable to work. If an employee fails to do so within four (4) hours after the beginning of the work day, they may be denied pay for the period of absence. If sick leave is more than three (3) days, the Department Head or City Administrator may require a doctor's certification; however, a certificate of verification may be required by a Supervisor, Department Head or City Administrator in any case.

D. Shared Care Leave

The Shared Care Leave Program is additional paid leave made available due to either a personal or immediate family member illness or injury which is considered life threatening or catastrophic. See attached for more information in the Appendix section.

E. Family and Medical Leave (FMLA)

Eligibility Requirements: Employees may be entitled to job-protected family or medical leaves of absence if the following conditions are met:

- Employee has worked for the City of Willard for the last twelve (12) months.
- Employee is currently employed by the City of Willard.
- During the last twelve (12) months of employment with the City of Willard the employee has worked at least twelve hundred and fifty hours (1,250) hours.

Types of Leave: Employee leaves of absence under the FMLA may include:

- The birth of a child, or the placement of a child with the employee for adoption or foster care;
- A serious health condition that makes the employee unable to perform the essential functions of their job; or

- A serious health condition affecting the employee's spouse, child or parent for which the employee is needed to provide care.

How and When to Request Leave: Except as explained below, an eligible employee has a right under the FMLA for up to twelve (12) weeks of unpaid leave in a twelve (12) month period for any of the reasons listed above. An eligible employee must provide timely and adequate notice of their need for FMLA-qualifying leave. To request leave, the employee must contact the City Administrator and then request the appropriate forms from the Human Resources Department. When the need for FMLA leave is foreseeable, such as with planned medical treatment or expected birth, the employee must provide at least thirty (30) days advance notice before FMLA leave is to begin. When an employee's need for FMLA is unforeseeable, the requisite notice must be provided as soon as practicable under the facts and circumstances. Said notice, when possible, should be in writing and should provide the City of Willard with enough information to determine whether the leave qualifies as family or medical leave. Failure to provide proper notice may result in delay or denial of leave.

Continuation of Benefits: An employee's health benefits, if any, will be maintained during any period of unpaid leave under the same conditions as if they continued to work. The employee will be reinstated to the same or equivalent job with the same pay, benefits and terms and conditions of employment upon return from FMLA leave.

Further, if the employee normally pays a portion of the premiums for their health insurance, these payments will continue during the period of FMLA leave. Arrangements for payment will be discussed with the employee. The employee will have a minimum thirty (30) day grace period in which to make premium payments. If payment is not made in a timely manner, the employee's group health insurance may be cancelled.

If an employee does not return to work following FMLA leave for a reason other than the continuation, recurrence or onset of a serious health condition which would entitle the employee to FMLA leave or other circumstances beyond the employee's control, the employee may be required to reimburse the City for its share of health insurance premiums paid on the employee's behalf during the FMLA leave.

Medical Certification Requirement: An employee's requested leave may be counted against the employee's annual FMLA leave entitlement. Further, the employee will be required to furnish medical certification if the leave is due to a serious health condition. Certifications of Health Care Provider forms are available from the Chief Financial Officer or Human Resource Department. Failure to provide the required certification may result in delay, denial or cancellation of leave. If the certification shows that the employee's absence does not qualify under the FMLA, the FMLA designation will be revoked retroactive to the first (1st) day of the leave. The City of Willard may require recertification during said leave.

Application of Accrued Paid Leave: Family and medical leave is generally unpaid leave. However, any accrued paid leave, including sick leave, vacation time or other leave, shall be applied to time off available under this section. Time off under worker's compensation or short-term disability will also be applied to a leave under this section.

Fitness-for-Duty and Status Reports: The employee may be required to present a fitness-for-duty certificate prior to being restored to employment. If such certification is required but not received, the employee's return to work may be delayed until the certification is provided. Further, while on leave, the employee may be required to furnish the City of Willard with periodic reports of the employee's status and intent to return to work. If the circumstances of the employee's leave change, and they are able to return to work earlier than the date indicated above, the employee may be required to notify the City Administrator at least two (2) weeks prior to the date the employee intends to report to work. The employee may be required to furnish recertification after a serious health condition.

F. Military Leave

The City of Willard is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is the City policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised their rights under applicable law or city policy. If any employee believes that they have been subjected to discrimination in violation of city policy, the employee should immediately contact the Human Resources Department.

Employees taking part in a variety of military duties are eligible for benefits under this policy. Such military duties include leaves of absence taken by members of the uniformed services, including Reservists and National Guard members, for training, periods of active military service and funeral honors duty, as well as time spent being examined to determine fitness to perform such service. Subject to certain exceptions under the applicable laws, these benefits are generally limited to five (5) years leave of absence.

Employees requesting leave for military duty should contact the City Administrator to request leave as soon as they are aware of the need for leave. For request forms and detailed information on eligibility, employee rights while on leave and job restoration upon completion of leave contact the Human Resources Department.

For military leaves extending thirty (30) days or less, the City of Willard will continue to pay the portion of the premium on health insurance, if any, that it was paying before such

military leave began. In order to continue such health insurance, the employee must continue to pay their portion of premiums during this period. For military leaves extending beyond thirty (30) days, the employee will have the option to continue their insurance coverage at the employee's cost. Upon return from military leave, employees will be reinstated as required by law and benefits will be reinstated with no waiting periods.

G. Jury Duty

An employee may be granted leave with pay when required to be absent from work for jury duty or as a trial witness. Compensation for such leave shall be limited to the difference between pay received for this service and normal pay.

H. Leave of Absence

Due to special and extraordinary circumstances, an employee may wish to request, in writing, to take unpaid leave. The City Administrator, or in their absence, the Mayor shall have the authority to grant such unpaid leave for up to forty (40) hours per calendar year, in no less than eight (8) hour increments. All vacation and sick leave due the employee must be exhausted prior to any such unpaid leave request being granted.

I. Bereavement Leave

An employee may be granted up to three (3) working days of leave with full pay as needed in the event of the death of a spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, grandfather, grandmother or any relative residing permanently with and dependent upon the employee.

J. Extended Personal Leave

Leaves of absence without pay may be granted for a period not to exceed sixty (60) days when the granting of such leave is in the mutual interest of the city and the employee, or otherwise required by law. The employee shall make a written request to the City Administrator for any authorized leave of absence stating the time required and the reason for such a request. Only the City Administrator may approve such a leave. Vacation, sick leave and holiday rights will not be accrued, or paid for, during an extended leave of absence, unless otherwise required by law.

The employee will not, however, lose any vacation, sick leave or holiday benefits which were earned prior to the commencement of said leave of absence. If such sick leave, vacation or holiday benefits should carry past an anniversary date due to a leave of absence, authorization from the City Administrator is required to carry it over.

K. Severe Weather Conditions

The City Administrator shall have the option to close City Hall or the Parks Department when it is determined unsafe to travel because of severe weather conditions. If an employee is unable to reach the office due to severe weather conditions the employee may make a request for approval to use a personal day from their Department Head or the City Administrator.

L. Meetings and Conferences

Staff may be given limited time off by the City Administrator with pay to participate in educational opportunities related to the staff member's current or anticipated work with the City of Willard. An employee serving as an official representative of the City of Willard at a conference or meeting is considered on official business and not on leave.

XIII. REIMBURSEMENT

Reimbursement is authorized for reasonable and necessary expenses incurred in carrying out job responsibilities. Mileage or transportation, parking fees, business telephone calls and meal costs when required to attend a luncheon or banquet, are all illustrative of reasonable and necessary expenses. Employees serving in an official capacity for the City of Willard at conferences and meetings are reimbursed for actual and necessary expenses incurred, such as travel expenses, meal costs, lodging, tips and registration fees. When attending meetings that have been approved by the City Administrator, employees are reimbursed for travel expenses, course fees and costs of meals and lodging at the current rates. Employees may also request a travel advance to cover anticipated expenses for approved travel. Employees also may be granted leave to attend a conference or professional meeting related to their professional development, and/or the City of Willard's current and anticipated work. Expenses for these purposes can be paid by City, if funds are available, and the employee obtains prior written approval of such expenses. Employees are responsible for transportation costs between the office and home during normal work hours. Transportation costs are paid by the City of Willard for work outside normal work hours if the employee is on official business for the City. Employees authorized to use their personal cars for City business are reimbursed at the U.S. Internal Revenue Service approved rate. Forms are provided to request reimbursement for actual expenses and advance payment for travel. Receipts must be provided for all expenditures made in order to claim reimbursement.

XIV. SEPARATION AND RETURN OF PROPERTY

Every officer and employee of the city, upon the termination of their term or employment for any cause whatsoever, shall deliver to the City all City property. Employees are responsible

for the City of Willard equipment, property and work products that may be issued to them and/or are in their possession or control, including but not limited to:

- Credit cards,
- Identification badges,
- Office/building keys,
- Office/building security passes,
- Computers, computerized diskettes, electronic/voice mail codes, and
- Intellectual property (e.g., written materials, work products).

In the event of separation from employment, or immediately upon request by the City Administrator or Department Director, employees must return all City property that is in their possession or control. Where permitted by applicable laws, the City of Willard may withhold from the employee's final paycheck the cost of any property, including intellectual property, which is not returned when required. The City of Willard also may take any action deemed appropriate to recover or protect its property.

XV. CODE OF ETHICS

The City maintains policy and standards regarding employee behavior and conduct which are necessary for all employees. See the attached Code of Ethics Policy for further information.

XVI. GRIEVANCE POLICY

If any employee wishes to file a grievance regarding their employment, including but not limited to, discipline, job evaluations, job assignments, work hours, Supervisors or Department Heads, an employee must submit the grievance in writing and provide it to the City Administrator. The City will make its best effort to address the grievance within two (2) weeks.

Employees who have received written reprimand, been suspended, demoted or terminated have the right to appeal the action to the Board of Aldermen. Any such appeal must be submitted to the City Administrator in writing within two (2) weeks of the suspension, demotion or termination.

If an employee requests a hearing, the Board of Aldermen will attempt to schedule a hearing within two (2) weeks of receiving the notice of the appeal. An employee has a right to an attorney or support person to assist them in the hearing. The Board of Aldermen will attempt to issue a decision regarding the appeal within two (2) weeks of any hearing or in the case where no hearing is requested, within two (2) weeks of the appeal. The City Administrator makes any

decisions regarding the above types of discipline; therefore, there is a need to have an appeal presented to the Board of Aldermen.

Nothing in this policy alters the employment at-will status. Further, nothing in this policy applies to any appointed officials of the City whose employment or termination is governed by Missouri statutes.

XVII. PERSONNEL RECORDS

Personnel records are the property of the City of Willard and access to the information they contain is restricted and confidential. A personnel file shall be kept for each employee and should include the employee's job application, copy of the letter of employment and position description, performance reviews, disciplinary records, records of salary increases and any other relevant personnel information. It is the responsibility of each employee to promptly notify their Supervisor or Department Head in writing of any changes in personnel data, including personal mailing addresses, telephone numbers, names of dependents and individuals to be contacted in the event of an emergency.

XVIII. OUTSIDE EMPLOYMENT

No municipal employee shall engage in any outside employment without the prior written consent of the City Administrator. Further, consent will not be given unless such outside employment does not conflict, impair or interfere with the employee's performance of duties for the City of Willard.

The employee may not receive any income or material gain from individuals or organizations for materials produced or services rendered while performing their jobs with the City of Willard.

XIX. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

Personnel and employment records are the property of the City and except for records and information that the City is required to provide by law will not be released. Access to personnel records within the City is limited to the Mayor and City Administrator and those designated by the Mayor and City Administrator.

XX. COMPUTER AND INFORMATION SECURITY

This section sets forth some important rules relating to the use of the City computer and communications systems. These systems include individual PC's provided to employees, centralized computer equipment, all associated software, telephone, voice mail and electronic mail. Each user is personally responsible to ensure that the following guidelines are followed:

- The City of Willard's systems must not be used to solicit or proselytize others for commercial purposes, causes, outside organizations, chain messages or other non job related purposes.
- Security procedures in the form of unique user sign-on identification and passwords have been provided to control access to the City's host computer system, networks and voice mail system. In addition, security facilities have been provided to restrict access to certain documents and files for the purpose of safeguarding information.
- Passwords should not be shared between users. If written down, passwords should be kept in locked drawers or other places not easily accessible.
- Document libraries of other users should not be browsed unless there is a legitimate business reason to do so.
- Individual users should never make changes or modifications to the hardware configuration of computer equipment.
- Programs should never be downloaded from bulletin board systems or copied from other computers outside the city onto city computers. Downloading or copying such programs also risks the introduction of a computer virus. If there is a need for such programs, a request for assistance should be directed to the immediate Supervisor or Department Head prior to downloading or copying documents from outside the city.
- Unlicensed software should not be loaded or executed on the City of Willard's PCs.

XXI. INTERNET AND SOCIAL MEDIA ACCEPTABLE USE POLICY

The following guidelines have been established for using the Internet, company-provided cell phones, email and social media in an appropriate, ethical and professional manner.

Guidelines for internet, cell phones and email:

- Internet, city-provided equipment (e.g., cell phone, laptops, computers) and services may not be used for transmitting, retrieving or storing any communications of a defamatory, discriminatory, harassing or pornographic nature.
- The following actions are forbidden: using disparaging, abusive, profane or offensive language; creating, viewing or displaying materials that might adversely or negatively reflect upon the City of Willard or be contrary to the City of Willard's best interests; and engaging in any illegal activities, including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access of any computers and company-provided equipment such as cell phones and laptops.
- Employees may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy to reference only.
- Employees should not open suspicious e-mails, pop-ups or downloads. Contact the Department Head with any questions or concerns to reduce the release of viruses or to contain viruses immediately.

- Internal and external e-mails are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending e-mail within and outside the City when using City computers.

Guidelines for social media use:

- Employees may not post confidential, sensitive or proprietary information about the City of Willard, citizens, employees or applicants.
- Employees may not post obscenities, slurs or personal attacks that can damage the reputation of the City of Willard, citizens, employees or applicants.
- When posting on social media sites, employees must use the following disclaimer when discussing job-related matters, *"The opinions expressed on this site are my own and do not necessarily represent the views of the City of Willard."*

XXII. EMERGENCY DECLARATION

In the event the Mayor issues an emergency declaration, affected exempt employees shall receive payment for overtime worked in excess of forty (40) hours per week. Overtime pay for exempt employees will be based on the annual rate divided by 2080 and then multiplied times 1.5 for the overtime rate. In order to be considered for overtime pay, the affected exempt employee shall be responsible for completing the required time sheet and submitting same to the Chief Financial Officer/Finance Officer.

The purpose of this policy is to provide a mechanism to fairly compensate exempt employees for the extensive amount of time required to manage the resources within the community during and after a significant disaster or emergency and to provide a mechanism to recover those additional costs from state and federal agencies.

XXIII. ADMINISTRATION

The organization chart is a diagram showing graphically the relation of one (1) official to another, or others, within the City. It is also used to show the relation of one (1) department to another, or others, or of one (1) function of an organization to another, or others. The City of Willard's organizational chart illustrates relations between people within an organization. Such relations might include the City Administrator to Department Heads, Department Heads to Supervisors or employees within a department and so forth. Each employee should always go to their immediate Supervisor or Department Head when asking for direction concerning a task, addressing a problem or any type of immediate need. If an issue is with the immediate Supervisor or Department Head, then an employee should direct their concern with the City Administrator.

In the event that there is no City Administrator, the Mayor will have the authority to appoint, discharge and discipline city employees subject to the approval of the Board of Aldermen.

XXIV. APPENDIX

- A. CODE OF ETHICS
- B. FLEXTIME POLICY
- C. SHARED CARE LEAVE
- D. EMPLOYEE RECEIPT AND ACCEPTANCE
- E. ORGANIZATIONAL CHART

A. CODE OF ETHICS

CODE OF ETHICS

CODE OF ETHICS FOR CITY EMPLOYEES, ELECTED OFFICIALS AND APPOINTED BOARD/COMMISSION MEMBERS

This Code of Ethics Policy is intended to provide guidelines for City employees, all elected officials and all appointed Board, Committee and Commission members that are responsive to the public needs and precludes even the appearance of impropriety in the performance of their duties. The public judges its government by the way those most closely associated with said government conduct themselves in the positions to which they are elected, appointed or hired to do. The public have the right to expect that all employees/staff, elected officials and all appointed Board, Commission or Committee members will conduct themselves in a manner that will tend to preserve public confidence in and respect for the government they represent; in other words, to fully be stewards of the public trust best serving the public interest and upholding and protecting the City's resources. To this end all employees, elected officials and all appointed Board, Committee and Commission members have a responsibility to:

1. Perform their duties to the very best of their abilities, treating both the public and one another in a courteous manner that is fair and equitable, without regard to race, color, gender, age, religion, national origin, disability, political affiliation or any other factor unrelated to the impartial conduct of City business. The practice of fair and equal treatment to everyone with the concept of impartiality being paramount is to be considered as a primary goal for the City.

2. Fully demonstrate integrity, honesty and ethical behavior in the conduct of all City business.

3. Ensure that their personal interest, beliefs and perspectives do not come into conflict with their official duties, resulting in either a real conflict of interest or even the appearance of a conflict of interest. Further, their personal/private interests must not be represented during their conduct of official City business. This shall be extended to include dealings with vendors, customers, contractors and any and all other individuals either doing or seeking to do business with the City.

4. Ensure that they do not accept any gift, favor, money, material benefit or anything of value that may tend to influence the impartial discharge of their duties. This shall include the acceptance of a gift from any person who has interests that may be substantially affected by the performance of their said official duties under circumstances where timing and nature of the gift would cause a reasonable person to question the impartiality in the matter affecting the donor. Such a prohibition shall not apply to the acceptance of any gift, favor, money, material benefit or thing of value that benefits the City and/or the community as a whole.

5. Ensure that information concerning the property, government or affairs of the City obtained in the course of or by reason of either their employment or official capacity in any manner is held confidential, disclosed only with proper legal authorization and never to advance either the financial or other special interests of themselves or others. The disclosure of any confidential information concerning any other official or employee or any other person or any property or governmental affair of the City is not allowed.

6. Ensure that all City resources, including but not limited to City funds, equipment, vehicles and other property are used in strict compliance with City policy and solely for the benefit of the City. To ensure that City employees do not receive unauthorized, conflicting or contradictory directives, all elected and appointed members shall not give direction to City employees or departments except as directed by the City Administrator.

7. Avoid any behavior that does or could fall under the definitions of misconduct as contained in the City's Policy Manual.

Board and Commission members, Department Heads and supervisors must take a leadership role by example in both the promotion and execution of this Code of Ethics. All City officials and employees have a responsibility to place cooperation, trust and respect at the forefront of all they do.

FLEXTIME POLICY

PURPOSE

The purpose of this policy is to allow salaried (exempt) City employees a flexible work schedule to reduce the hours over and above forty (40) during a standard work week due to evening meetings, heavier than normal workloads, etc. The City will accommodate the reasonable requests of employees for alternative work schedules when consistent with the needs of each City department to accomplish their objectives.

This policy will apply to all full time salaried (exempt) employees of the City in all of the various departments.

DEFINITIONS

Flextime: a term used to define an alternate work schedule by which an employee may work within specific limits dictated by the needs of their position/job and is subject to managerial review and approval.

Standard Work Week: a forty (40) hour period which runs from 12:00 a.m. Sunday morning through midnight (12:00 p.m.) the following Saturday evening. Holidays, vacation, sick leave, personal days, etc. are not considered as making up a portion of a standard work week; only those hours actually worked on the job are to be counted as comprising said work week.

Pay Period: a two (2) week period of time comprised of two (2) forty (40) hour work weeks.

POLICY

It is the policy of the City to allow authorized employees the option of a flexible work schedule. Individual departments may use a flextime work schedule subject to the following conditions:

- The normal workweek shall continue as a five (5) day, forty (40) hour workweek for City employees.
- Each department head will ensure sufficient coverage during the department's business hours of operation. Said department head has the discretion to determine staffing coverage to meet the operating requirements of the department with approval from the City Administrator.
- Department Heads shall be responsible for resolving any intradepartmental scheduling conflicts and assuring that proper coverage is maintained.

B. FLEXTIME POLICY

- Computation of flextime will be based on the hours worked outside of the regular department schedule. Flextime may be accrued up to eighty (80) hours and must be used within the calendar year in which it was accrued. Any flextime remaining at the end of said calendar year will be lost.
- A flextime accrual tabulation sheet must be completed by each employee and signed by their appropriate Department Head or the City Administrator prior to turning in same to the Finance Department.
- All time accrued must be requested off and approved in the same manner as vacation time, personal days, etc.

GENERAL GUIDELINES AND ELIGIBILITY

In order to be eligible to participate in the flextime program, an employee must maintain at a minimum a satisfactory rating on all annual employee performance reviews. Additionally, to be eligible, employees must:

- Complete all assigned work in an acceptable and professional manner;
- Use work time effectively based on time quality;
- Maintain a dependable attendance record;
- Document all timekeeping accurately and in a timely fashion; and,
- Communicate work problems/issues as well as needs to their immediate Supervisor/Department Head.

Both the usage as well as the accrual of flextime may be reviewed at any time by either the applicable Department Head and/or the City Administrator. Flextime will be administered on a consistent and equitable basis within each City Department.

C. SHARED CARE LEAVE

SHARED CARE LEAVE

The City provides for the option of a Shared Care Leave Program. Such additional paid leave is made available due to either a personal or immediate family member illness or injury which is considered life threatening or catastrophic. This program is available, upon approval of the City Administrator, to those full time employees who have exhausted all of their accrued leave time (including vacation, sick, compensatory, personal, etc.) and who have applied for and been approved for FMLA. The Shared Care Leave Program is a privilege which may be terminated without cause at the discretion of the City Administrator at any time. Nothing contained herein shall be construed to give any employee a right to such a benefit. A denial of shared care leave benefits is not a denial of any right and therefore cannot be appealed.

If an employee or one (1) of their immediate family members suffers an illness or injury that has been certified by a medical professional to be either catastrophic or life threatening (a written physician's statement containing the medical diagnosis and prognosis must accompany any request for Shared Care Leave benefits) and the employee has already exhausted all of their eligible leave accrual they may be eligible for participation in the benefit program. Such life threatening or catastrophic illness or injury must not be job related, willfully self-inflicted nor due as a result of a criminal or illegal activity. In such an instance, other City employees may voluntarily donate a portion of their accrued sick leave to that employee eligible for the program. Such a donation by another employee must not result in a balance of less than fifty percent (50%) of that employee's accrued sick leave at the time of donation. The employee receiving such a benefit is limited to a maximum of twenty five (25) days of Shared Care Leave benefits which may be extended for an additional, one (1) time period of twenty (20) work days upon a finding of extraordinary circumstances.

D. EMPLOYEE RECEIPT AND ACCEPTANCE

EMPLOYEE RECEIPT AND ACCEPTANCE

I hereby acknowledge receipt of the City of Willard Employee Policy Manual. I understand that it is my continuing responsibility to read and know its contents. I also understand and agree that the Employee Policy Manual is not an employment contract for any specific period of employment or for continuing or long-term employment. Therefore, I acknowledge and understand that unless I have a written employment agreement with the City of Willard that provides otherwise, I have the right to resign from my employment with the City of Willard at any time with or without notice and with or without cause, and that the City of Willard has the right to terminate my employment at any time with or without notice and with or without cause.

I have read, understand and agree to all of the above. I have also read and understand the City of Willard Employee Manual. I agree to return the City of Willard Employee Manual upon termination of my employment.

Signature _____

Print Name _____

Date _____

CONFIDENTIALITY POLICY AND PLEDGE

Any information that an employee learns about the City of Willard or its staff as a result of working for the City of Willard that is not otherwise publicly available constitutes confidential information. Employees may not disclose confidential information to anyone who is not employed by the City of Willard or to other persons employed by the City of Willard who do not need to know such information to assist in rendering services. The disclosure, distribution, electronic transmission or copying of the City of Willard's confidential information is prohibited. Any employee who discloses confidential information will be subject to disciplinary action (including possible separation), even if they do not actually benefit from the disclosure of such information.

I understand the above policy and pledge not to disclose confidential information.

Signature _____

Print Name _____

Date _____

E. ORGANIZATIONAL CHART



AGENDA ITEM #14

Discussion/Vote on revisions to Ordinance #101213 Open Meetings and Records Policy.

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

Chapter 120. Open Meetings and Records Policy

Article I. In General

Section 120.040. Notice of Meetings.

D.

Setting agenda for open meetings and requesting closed sessions:

1.

The agenda for the open meetings and closed meetings shall be established by the City Administrator who shall provide such information to the City Clerk by ~~noon two (2)~~ **five o'clock (5:00) p.m. seven (7)** business days before any open or closed meeting. **The Mayor shall make the final approval on all Board of Aldermen agendas.** If the City does not have a City Administrator, the agenda for the open meetings and closed meetings shall be established by the City Clerk **with the final approval of the Mayor.**

2.

Any member of the Board of Aldermen and/or the Mayor may request an agenda item be added to an open or closed meeting and may request a closed session be held; however, such request must be made by noon ~~three (3)~~ **five (5)** business days prior to the meeting and must include sufficient information to fairly advise members of the Board of Aldermen and Mayor of the nature and substance of each agenda item. Any such requests shall be made to the City Administrator; however, if the City does not have a City Administrator, the requests shall be made to the City Clerk, either of which shall be charged with honoring the request if such member of the Board of Alderman and/or the Mayor making the request strictly abided by all of the provisions of this paragraph. **The Mayor shall make the final approval on all such agenda item requests.** The City Clerk shall provide members of the Board of Aldermen and/or the Mayor information concerning the substance and nature of each agenda item or matter in sufficient detail to allow them to make reasonable preparations to consider the matter.