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

April 8, 2013

7:00 p.m.

Willard City Hall

224 W. Jackson Street

Mayor
Tom Keltner

Board Members
David Hemphill
Doug Johnson
David Roggensees
Ed Simmons
Cyndi Trapp
Bryan Vincent

CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
April 8, 2013
7:00 P.M.

Notice posted on April 2, 2013
Amended and posted on April 5, 2013 @9:30 a.m.

Notice is hereby given that the City of Willard, Board of Aldermen will conduct a meeting at 7:00 p.m., April 8, 2013 at Willard City Hall, 224 W. Jackson, Willard, Missouri.

The tentative agenda of this meeting includes:

PLEDGE OF ALLEGIANCE

SWEAR/AFFIRM IN NEWLY ELECTED OFFICIALS

Call the meeting to order

Roll Call

1. **Agenda Amendments/Approval of Agenda**

2. **Approval of Meeting Minutes:**
   Approve the minutes of the regular meeting on March 11, 2013
   Approve the minutes of the special meeting on March 25, 2013

3. **Ceremonial Matters:**
   Elections:
   a. Elect Mayor Pro-tem
   b. Elect Board of Aldermen representative to serve on Planning and Zoning Commission
   c. Reappointment of Tricia Taylor to the Park Board

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

5. **Financial Reports**
   a. March Outstanding Invoices
   b. February Financial Summary
   c. Utility Vehicle Purchase
   d. Change Order Request for Waterline Project

6. **Questions for the Department Heads**

7. **Codification Ordinance (1st and 2nd Reading)**
   a. Discussion/Vote

8. **Ordinance accepting the Final Plat of Highway 160 West Subdivision Phase 1 (1st and 2nd Reading)**
   a. Discussion/Vote

9. **Copier Contract Ordinance (1st and 2nd Reading)**
   a. Discussion/Vote

10. **Discussion /Vote on proposed change of venue for Freedom Fest 2013**

11. **New Business**

12. **Old Business**

13. **Adjourn Open Meeting**

14. **Closed session pursuant to Section 610.021 # (1) Legal and # (3) Personnel**

15. **Adjourn meeting**

THE TENTATIVE AGENDA OF THIS MEETING INCLUDES A VOTE TO CLOSE PART OF THE MEETING PERSUANT TO SECTION 610.021# (1) LEGAL AND # (3) PERSONNEL

IF YOU HAVE SPECIAL NEEDS, WHICH REQUIRE ACCOMMODATION, PLEASE NOTIFY CITY PERSONNEL AT CITY HALL. ACCOMMODATIONS WILL BE MADE FOR YOUR NEEDS.

REPRESENTATIVES OF THE NEWS MEDIA MAY OBTAIN COPIES OF THIS NOTICE BY CONTACTING:

Dale Duvall
224 West Jackson
Willard, MO 65781

CITY OF WILLARD
BOARD OF ALDERMAN
REGULAR MEETING
March 11, 2013

DRAFT

Board present: Alderman Trapp-present, Alderman Roggensees--present, Alderman Hemphill-present, Mayor Keltner-present, Alderman Vincent-present, Alderman Simmons –present and Alderman Johnson - present.

Staff present: City Clerk; Dale Duvall, Director of Development; Randy Brown, Chief Financial Officer; Karen Robson, Operations and Aquatics Supervisor; Whitney Shoffner, Public Works Director; Justin Reaves, Community Services Director; J.C. Loveland, Police Chief Tom McClain, and Public Works employee; Dustin Long
City Attorney Ken Reynolds was present.

Citizens in attendance: Trevor Gaffrey, Wendall Forshee, Sam Baird, Terry Gaffrey, Brenda Keltner and Craig Baird.
April Crain of the *Cross Country Times* was also present.

Call to Order
Mayor Tom Keltner called the meeting to order at 7:00 pm.

Roll Call
The City Clerk called the roll call. Alderman Trapp-present, Alderman Roggensees-present, Alderman Hemphill-present, Mayor Keltner-present, Alderman Johnson-present, Alderman Vincent-present and Alderman Simmons-present.

Agenda Amendments/Approval of Agenda
Motion made by Alderman Simmons and seconded by Alderman Vincent to approve the agenda. Alderman Vincent-Aye, Alderman Johnson-Aye, Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye, and Alderman Hemphill-Aye. All votes aye. Motion carried.

Approve the minutes of the regular meeting on February 11, 2013
Motion made by Alderman Johnson and seconded by Alderman Simmons to approve the minutes. Alderman Vincent-Aye, Alderman Johnson-Aye, Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Abstained and Alderman Hemphill-Aye. Five votes aye. One Abstention due to absence. Motion carried.

Citizen Input
None

Financial Report
February outstanding invoices – Alderman Hemphill asked for clarification on one of the items labeled "Toshiba hard drive". **Motion** made by Alderman Simmons and seconded by Alderman Roggensees to approve the presented invoices with the exception of the above item. Alderman Vincent-Aye, Alderman Johnson-Aye, Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye and Alderman Hemphill-Aye. All votes aye. Motion carried.
The CFO left the room to get the information and when she returned, she explained that the cost was to destroy the hard drive on the copier that had been returned to Toshiba. **Motion** made by Alderman Hemphill and seconded by Alderman Simmons to approve the Toshiba line items. Alderman Vincent-Aye, Alderman Johnson-Aye, Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye and Alderman Hemphill-Aye. All votes aye. Motion carried.

January Financial Summary- This was presented by the Chief Financial Officer. No vote needed. Informational only.

Questions for the Department Heads

Alderman Hemphill asked the Public Works Director about the handheld units that were purchased for meter reading. The Public Works Director stated that the City is going back to using them. Alderman Roggensees asked if all of the meters were being read electronically and was informed that they are not yet.

DRAFT

Commerce Bank/Willard Sports Complex Lease renewal Ordinance (1st and 2nd Reading)

First Reading: 03-11-13 Second Reading: 03-11-13

Council Bill No.: 13-09 Ordinance No.:130311

AN ORDINANCE

AUTHORIZING the City of Willard to renew the Lease Agreement between Commerce Bank, as trustee, and the City of Willard, Missouri, originally dated April 1, 2001 and renewed thereafter, annually, and as now renewed for one (1) year period as specified in Section 3.3 of said Lease Agreement for the Willard Sports Complex, otherwise known as the Recreation Center.

First read was conducted by the City Clerk

Discussion/Vote: Motion made by Alderman Simmons and seconded by Alderman Johnson to approve the first reading. Alderman Vincent-Aye, Alderman Johnson-Aye, Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye and Alderman Hemphill-Aye. All votes aye. Motion carried.

Second read was conducted by the City Clerk

Discussion/Vote: Motion made by Alderman Johnson and seconded by Alderman Vincent to approve the second reading. Alderman Vincent-Aye, Alderman Johnson-Aye, Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye and Alderman Hemphill-Aye. All votes aye. Motion carried.

Addendum to Sullivan publications Contract Ordinance (1st and 2nd Reading)

First Reading: 03-11-13 Second Reading: 03-11-13

Council Bill No.: 13-10 Ordinance No.: 130311A

AN ORDINANCE

An ordinance approving the addendum between the City of Willard and Sullivan Publications Inc, for the updating of the Willard Municipal Code book and the payment provisions for the codification.

First read was conducted by the City Clerk

Discussion/Vote: Motion made by Alderman Hemphill and seconded by Alderman Vincent to approve the first reading. Alderman Vincent-Aye, Alderman Johnson-Aye, Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye and Alderman Hemphill-Aye. All votes aye. Motion carried.

Second read was conducted by the City Clerk

Discussion/Vote: Motion made by Alderman Simmons and seconded by Alderman Johnson to approve the second reading. Alderman Vincent-Aye, Alderman Johnson-Aye, Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye and Alderman Hemphill-Aye. All votes aye. Motion carried.

DRAFT

A.M. Pyrotechnics Ordinance (1st and 2nd Reading)

First Reading: 03-11-2013

Second Reading: 03-11-2013

Council Bill No.: 13-11

Ordinance No.: 130311B

AN ORDINANCE

ACCEPTING the proposal of A.M. Pyrotechnics to provide a pyrotechnics display for the City of Willard, 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

Discussion/Vote-Motion made by Alderman Vincent and seconded by Alderman Simmons to approve the first reading. Alderman Vincent-Aye, Alderman Johnson-Aye, Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye and Alderman Hemphill-Aye. All votes aye. Motion carried.

Second read was conducted by the City Clerk

Discussion/Vote-Motion made by Alderman Simmons and seconded by Alderman Vincent to approve the second reading. Alderman Vincent-Aye, Alderman Johnson-Aye, Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye and Alderman Hemphill-Aye. All votes aye. Motion carried.

2013 Salary/Wage Compensation Ordinance (1st and 2nd Reading)

First Reading: 03-11-2013

Second Reading: 03-11-2013

Council Bill No.: 13-12

Ordinance No.: 130311C

AN ORDINANCE

FIXING the compensation of all officers and employees of the City of Willard for the 2013 Fiscal Year.

First read was conducted by the City Clerk

Discussion/Vote- Motion made by Alderman Simmons and seconded by Alderman Hemphill to approve the first read. Alderman Vincent-Aye, Alderman Johnson-Aye, Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye and Alderman Hemphill-Nay. Four votes aye. One vote nay. Motion carried.

Second read was conducted by the City Clerk

Discussion/Vote- Motion made by Alderman Trapp and seconded by Alderman Simmons to approve the second read. Alderman Vincent-Aye, Alderman Johnson-Aye, Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees--- and Alderman Hemphill-Nay. Four votes aye. One vote nay. Motion carried.

DRAFT

Copier Lease Ordinance (1st and 2nd Reading)

AN ORDINANCE

AUTHORIZING the Mayor, or his designee, to enter into a municipal lease agreement with American Business Systems for the purpose of leasing copy systems and equipment for three municipal operations.

First read was conducted by the City Clerk
Discussion/Vote- The Mayor stated that there had been some issues with the copier bids and that he had asked the previous City Administrator to correct them. The Mayor was not positive that the corrections had been made and therefore the item was postponed until the next board meeting.

Aquatic Center Fees Ordinance (1st and 2nd Reading)

First Reading: 03-13-13 | Second Reading: 03-13-13

Council Bill No.: 13-14 | Ordinance No.: 130311F

AN ORDINANCE

An ordinance approving the 2013 Willard Parks and Recreation price update for the Willard Aquatic Center.

First read was conducted by the City Clerk
Discussion/Vote- The Director of Community Services spoke to the Board about the proposed changes in fees at the aquatic center. **Motion** made by Alderman Hemphill and seconded by Alderman Vincent to approve the first read. Alderman Vincent-Aye, Alderman Johnson-Aye, Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye and Alderman Hemphill-Aye. All votes aye. Motion carried.

Second read was conducted by the City Clerk
Discussion/Vote- Motion made by Alderman Simmons and seconded by Alderman Vincent to approve the second read. Alderman Vincent-Aye, Alderman Johnson-Aye, Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye and Alderman Hemphill-Aye. All votes aye. Motion carried.

Aqua-Tab Chlorine System Contract

Resolution No. 13-01

RESOLUTION
Agreement with Blue*Water*Pools

The Operations and Aquatics Supervisor and the Director of Community Services discussed the new chlorination system that the Parks Department is hoping to install at the Aquatic Center.
Motion made by Alderman Simmons and seconded by Alderman Johnson to approve the Mayor signing the resolution. Alderman Vincent-Aye, Alderman Johnson-Aye, Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye and Alderman Hemphill-Aye. All votes aye. Motion carried.

Discussion of Personnel Needs
The Mayor discussed hiring someone to become the assistant to the Chief Financial Officer. This person would learn all of the CFO's duties and the duties would then be divided between the Chief Financial Officer and the Financial Officer. The Mayor asked for approval from the Board to begin this process.
Motion made by Alderman Simmons and seconded by Alderman Hemphill to begin the process of hiring a financial officer. Alderman Vincent-Aye, Alderman Johnson-Aye, Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye and Alderman Hemphill-Aye. All votes aye. Motion carried.

New Business
The Mayor stated that he would like to appoint Brooke Kauffman and Beth Jones to the Park Board.
Motion made by Alderman Hemphill and seconded by Alderman Vincent to approve the appointments. Alderman Vincent-Aye, Alderman Johnson-Aye, Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye and Alderman Hemphill-Aye. All votes aye. Motion carried.

Old Business
The Operations and Aquatics Supervisor gave a presentation on the dangers of having metal advertising signs at the Aquatic Center. This idea had been brought to the Park Board per the request of Alderman Vincent and the Park Board was against the idea.

Alderman Vincent thanked the Operation Supervisor for her work on the request.

Alderman Roggensees spoke about the door for the restrooms at the Jackson St. Park. The doors need to have new locks installed so that small children cannot get locked inside. This will be taken care of per the Director of Community Services.

Adjourn meeting
Motion made by Alderman Simmons and seconded by Alderman Vincent to adjourn the meeting. Alderman Vincent-Aye, Alderman Johnson-Aye, Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye and Alderman Hemphill- Aye. All votes aye. Motion carried.

Closed Session
Motion made by Alderman Simmons and seconded by Alderman Roggensees to go into closed session pursuant to section 610.021 (#1)legal and that the Board will stand adjourned at the vote to end the closed session. Alderman Vincent-Aye, Alderman Johnson-Aye, Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye and Alderman Hemphill- Aye. All votes aye. Motion carried.

Meeting adjourned at 8:30 p.m.

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Tom Keltner, Mayor of Willard

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Dale Duvall, City Clerk

DRAFT

CITY OF WILLARD
BOARD OF ALDERMAN
SPECIAL MEETING
March 25, 2013
7:30 p.m.

Board present: Alderman Trapp-present, Alderman Roggensees-present, Alderman Hemphill-present, Mayor Keltner-present, Alderman Vincent-present, Alderman Simmons –present and Alderman Johnson –present.

Staff present: City Clerk, Dale Duvall and Chief Financial Officer, Karen Robson.

City Attorney Ken Reynolds was also present.

Citizens in attendance: None

Call to Order
Mayor Tom Keltner called the meeting to order at 7:00 pm.

Roll Call
The City Clerk called the roll call. Alderman Trapp-present, Alderman Roggensees-present, Alderman Hemphill-present, Mayor Keltner-present, Alderman Johnson-present, Alderman Vincent—present and Alderman Simmons-present.

Citizen Input
None

Adjourn open session
Motion made by Alderman Hemphill with a second by Alderman Simmons to adjourn the open session and to go into closed session pursuant to section 610.021 # (3) personnel and that the Board of Aldermen shall stand adjourned at the end of the closed session. Alderman Trapp-Aye, Alderman Roggensees-Aye, Alderman Hemphill-Aye, Alderman Johnson-Aye, Alderman Simmons-Aye and Alderman Vincent---. All votes aye. Motion carried.

Adjourn closed session
Motion made by Alderman Simmons with a second by Alderman Vincent to adjourn the closed session. Alderman Trapp-Aye, Alderman Roggensees-Aye, Alderman Hemphill-Aye, Alderman Johnson-Aye, Alderman Simmons-Aye and Alderman Vincent---. All votes aye. Motion carried.

Meeting adjourned at 8:40 p.m.

Tom Keltner, Mayor of Willard

Dale Duvall, City Clerk

CITY OF WILLARD
BOARD OF ALDERMEN

AGENDA ITEM
FINANCE DEPARTMENT

ACTION REQUIRED: APPROVAL REQUESTED

1. March outstanding invoices
2. February Financial Summary
3. Utility Vehicle Purchase
4. Change Order Request for Waterline Project

CITY OF WILLARD
Unpaid Invoice Listing
April 01, 2013

Payee #	Payee Name	Invoice Numb	Invoice Date	Due Date	Description	G/L Number		Total Due
COMMWA	COMMERCE CREDIT CARD SERVICES	03122013WA	3/12/13	4/15/13	TRAVEL & TRAINING	2	945	62.00
COMMWA	COMMERCE CREDIT CARD SERVICES	03142013WA	3/14/13	4/15/13	TRAVEL & TRAINING	2	945	58.94
COMMWA	COMMERCE CREDIT CARD SERVICES	03142013WA	3/15/13	4/15/13	TRAVEL & TRAINING	2	945	245.46
COMMWA	COMMERCE CREDIT CARD SERVICES	03142013WA	3/14/13	4/15/13	TRAVEL EXPENSE	2	945	16.00
					Vendor Total			1124.53
CON165	CONCO QUARRIES, INC.	363840PK	3/07/13	4/15/13	AGG STONE SOCCER	3	936	61.38
DAY425	DAYSTAR DISTRIBUTING INC.	107769PK	3/14/13	4/15/13	BULBS	3	935	45.12
DIR520	DIRECTV	8509348PK	3/29/13	4/15/13	FITNESS CENTER	3	959	94.99
DLM100	Davis, Lynn & Moots, PC	41920GN	4/01/13	4/15/13	2012 AUDIT	1	876	10000.00
FED100	FEDERAL PROTECTION INC	501739PK	3/26/13	4/15/13	QRTLY SECURITY MON	3	876	108.00
FOU325	FOURAKER PRINTING CO.	10041SE	3/18/13	4/15/13	BILLING ENVELOPES	2	1935	122.50
FOU325	FOURAKER PRINTING CO.	10041WA	3/18/13	4/15/13	BILLING ENVELOPES	2	885	122.50
					Vendor Total			245.00
GRE100	GREENE COUNTY HIGHWAY DEPT.	02H013ST	3/21/13	4/15/13	ROCK SALT	1	2935	1366.00
GSG100	Graystone Graphics, Inc	177284PK	3/19/13	4/15/13	VB & SOCCER SHIRTS	3	936	1700.00
GSG100	Graystone Graphics, Inc	177300PK	3/14/13	4/15/13	SPORTS SHIRTS	3	936	370.00
GSG100	Graystone Graphics, Inc	177491PK	3/21/13	4/15/13	SHIRTS	3	936	15.00
					Vendor Total			2085.00
HIL100	HILLYARD JANITORIAL SUPPLY	600620453PK	3/18/13	4/15/13	PAPER TOWELS	3	935	36.71
HIL100	HILLYARD JANITORIAL SUPPLY	600628146GN	3/27/13	4/15/13	SUPPLIES	1	885	78.14
					Vendor Total			114.85
JAY580	JAY KEY SERVICE, INC.	2187PK	3/20/13	4/15/13	KEYS	3	935	5.55
LAK110	LAKELAND LABORATORIES	20570SE	3/26/13	4/15/13	AMMONIA/NITRATE	2	1935	135.00
LEG250	LegalShield	37302LW	3/25/13	4/15/13	LEGAL INS	1	1865	53.85
LOW505	LOWES CREDIT SERVICES	0900001PK	3/19/13	4/15/13	CREDIT ON ACCOUNT	3	808	-48.77
LOW505	LOWES CREDIT SERVICES	03042013PK	3/04/13	4/15/13	TILE & MISC	3	808	97.27
LOW505	LOWES CREDIT SERVICES	03142013PK	3/14/13	4/15/13	CHEMICAL GLOVE	3	937	22.74
					Vendor Total			71.24
MAR150	MARMIC FIRE & SAFETY	67699PK	2/12/13	4/15/13	SERVICE CALL	3	876	39.00
MAR150	MARMIC FIRE & SAFETY	68463GN	3/18/13	4/15/13	SERVICE CALL	1	876	30.00
					Vendor Total			69.00
MED230	MEDIACOM	3252013GN	3/25/13	4/15/13	ON LINE SERVICE	1	885	10.00
MIS320	MISSOURI DEPT OF NATL RESOURCE	1307969PK	3/07/13	4/15/13	POOL FEE MODNR	3	876	150.00
MLF100	MAILFINANCE	3857576SE	3/13/13	4/15/13	FOLDING MACHINE	2	1885	105.01
MLF100	MAILFINANCE	3857576WA	3/13/12	4/15/13	FOLDING MACHINE	2	885	105.01
					Vendor Total			210.02
MOC100	MISSOURI ONE CALL	3030346SE	3/27/13	4/15/13	LOCATES	2	1876	35.75
MOC100	MISSOURI ONE CALL	3030346WA	3/27/13	4/15/13	LOCATES	2	876	35.75
					Vendor Total			71.50
MPI150	MELTON PROPANE, INC.	11091LW	3/28/13	4/15/13	PROPANE	1	1959	391.72
OLS140	OLSSON ASSC	187882GN	3/29/13	4/15/13	CONSULTING FEES	1	876	570.77
OLS140	OLSSON ASSC	188380WA	3/29/13	4/15/13	WATERLINE 2012	2	876	5068.41
					Vendor Total			5639.18
ORE145	O'REILLY'S AUTO PARTS	226612SE	3/01/13	4/15/13	TAILGATE CABLE	2	1965	17.98
ORE145	O'REILLY'S AUTO PARTS	228251WA	3/11/13	4/15/13	OIL FILTER	2	965	7.46
ORE145	O'REILLY'S AUTO PARTS	228443LW	3/12/13	4/15/13	SPRAY	1	1935	5.19
ORE145	O'REILLY'S AUTO PARTS	229858SE	3/20/13	4/15/13	BATTERY	2	1935	51.49
ORE145	O'REILLY'S AUTO PARTS	229858WA	3/20/13	4/15/13	BATTERY	2	935	51.50
ORE145	O'REILLY'S AUTO PARTS	229967SE	3/21/13	4/15/13	STEERING WHEEL CVR	2	1935	10.99
ORE145	O'REILLY'S AUTO PARTS	229967WA	3/21/13	4/18/13	STEERING WHEEL CVR	2	935	10.99
ORE145	O'REILLY'S AUTO PARTS	230540SE	3/25/13	4/15/13	OIL FILTER	2	1935	9.96
ORE145	O'REILLY'S AUTO PARTS	230553WA	3/25/13	4/15/13	OIL FILTER	2	935	29.70
ORE145	O'REILLY'S AUTO PARTS	227736 PK	3/08/13	4/15/13	SPARK PLUG	3	965	2.49
					Vendor Total			197.75
OZA255	OZARKS COCA COLA	481132PK	3/15/13	4/15/13	CONCESSION	3	820	143.72
OZA255	OZARKS COCA COLA	483252PK	3/21/13	4/15/13	CONCESSIONS	3	820	216.75
					Vendor Total			360.47

CITY OF WILLARD
Unpaid Invoice Listing
April 01, 2013

Payee #	Payee Name	Invoice Numb	Invoice Date	Due Date	Description	G/L Number		Total Due
OZA270	OZARK POWER CENTER INC.	939PK	3/22/13	4/15/13	BLADE & BELT	3	939	181.42
OZA270	OZARK POWER CENTER INC.	286150WA	3/25/13	4/15/13	OIL FILTERS KUBOTA	2	935	88.56
					Vendor Total			269.98
OZA280	Ozark Greenways, Inc	03202013SE	3/20/13	4/15/13	RENT	2	1885	250.00
OZA280	Ozark Greenways, Inc	03202013WA	3/20/13	4/15/13	RENT	2	885	250.00
					Vendor Total			500.00
PAW100	Pearl Auto Works	875667LW	3/20/13	4/15/13	VEHICLE BUFFED	1	1965	100.00
PBF100	Peter Bradford	03112013LW	3/11/13	4/15/13	TRANSITION NEW CAR	1	1810	657.86
RAC450	RACE BROS. FARM SUPPLY, INC.	651448PK	3/18/13	4/15/13	WELDING APRON	3	937	44.96
RAC450	RACE BROS. FARM SUPPLY, INC.	651691SE	3/22/13	4/15/13	SAFETY RAIL	2	1808	42.15
RAC450	RACE BROS. FARM SUPPLY, INC.	651707PK	3/22/13	4/15/13	SPOOL 25/2	3	939	19.98
RAC450	RACE BROS. FARM SUPPLY, INC.	3222013WA	3/22/13	4/15/13	CLAMP HOOK & EYE	2	935	42.15
					Vendor Total			149.24
REX380	REX SMITH OIL CO.	74849SE	3/20/13	4/15/13	CLEAR DEISEL	2	1935	530.70
REX380	REX SMITH OIL CO.	74849WA	3/20/13	4/15/13	CLEAR DIESEL	2	935	530.69
REX380	REX SMITH OIL CO.	533921PK	3/22/13	4/15/13	DIESEL	3	960	301.16
					Vendor Total			1362.55
SBP100	SPRINGFIELD BLUE PRINT & PHOTO	305944PD	3/26/13	4/15/13	DIGITAL PRINTS	1	4885	22.50
SCO150	SCOTT GROSS CO.INC.	2746763ST	3/13/13	4/15/13	ACETYLENE	1	2935	18.33
SPI150	SULLIVAN PUBLICATIONS INC.	03212013GN	3/25/13	4/15/13	WEB UPDATE-CODES	1	876	180.00
SPS150	SCHENDEL PEST SERVICES	550192257GN	3/27/13	4/15/13	PEST CONTROL	1	885	30.00
SPS150	SCHENDEL PEST SERVICES	550192257LW	3/27/13	4/15/13	PEST CONTROL	1	1885	30.00
SPS150	SCHENDEL PEST SERVICES	550192257PK	3/27/13	4/15/13	PEST CONTROL	3	885	60.00
SPS150	SCHENDEL PEST SERVICES	550192257SE	3/27/13	4/15/13	PEST CONTROL	2	1885	30.00
SPS150	SCHENDEL PEST SERVICES	550192257WA	3/27/13	4/15/13	PEST CONTROL	2	885	30.00
					Vendor Total			180.00
STI150	SAWYER TIRE INC.	605842WA	2/28/13	4/15/13	SKID STEER TUBE	2	965	25.35
STI150	SAWYER TIRE INC.	606064LW	3/15/13	4/15/13	OIL CHANGE	1	1965	34.95
STI150	SAWYER TIRE INC.	606086LW	3/15/13	4/15/13	OIL CHANGE	1	1965	34.95
STI150	SAWYER TIRE INC.	606265LW	3/27/13	4/15/13	TIRES	1	1965	260.88
					Vendor Total			356.13
UNI110	UNIFIRST CORP	03282013GN	3/28/13	4/15/13	MATS	1	885	43.70
UNI110	UNIFIRST CORP	03282013LW	3/28/13	4/15/13	MATS	3	885	42.50
UNI110	UNIFIRST CORP	03282013PK	3/28/13	4/15/13	MATS	3	885	80.50
UNI110	UNIFIRST CORP	03282013SE	3/28/13	4/15/13	MATS & UNIFORMS	2	1885	182.56
UNI110	UNIFIRST CORP	03282013WA	3/28/13	4/15/13	MATS & UNIFORMS	2	885	182.56
					Vendor Total			531.82
UTI115	UTILITY SERVICE CO, INC	314013WA	4/01/13	4/15/13	MEADOWS TOWER QTR	2	876	10932.00
VSP130	VISION SERVICE PLAN - (IC)	32013GN	3/19/13	4/15/13	VISION INS	1	865	44.10
VSP130	VISION SERVICE PLAN - (IC)	32013LW	3/19/13	4/15/13	VISION INS	1	1865	76.44
VSP130	VISION SERVICE PLAN - (IC)	32013PK	3/19/13	4/15/13	VISION INS	3	865	23.52
VSP130	VISION SERVICE PLAN - (IC)	32013SE	3/19/13	4/15/13	VISION INS	2	1865	67.87
VSP130	VISION SERVICE PLAN - (IC)	32013WA	3/19/13	4/15/13	VISION INS	2	865	67.86
					Vendor Total			279.79
WAL110	Walmart Community/GEMB	02132013PK	2/13/13	4/15/13	CONCESSION	3	820	47.46
WAL110	Walmart Community/GEMB	02132013PK	2/13/13	4/15/13	CLEAN SUPPLIES	3	935	7.98
WAL110	Walmart Community/GEMB	03102013PK	3/10/13	4/15/13	SUPPLIES	3	935	13.40
WAL110	Walmart Community/GEMB	03102013PK	3/10/13	4/15/13	SUPPLIES	3	935	26.73
					Vendor Total			95.57
WAT250	WATERWORK SPECIALITIES, INC.	21303565WA	3/12/13	4/15/13	REPAIR CLAMPS	2	935	273.89
WAT250	WATERWORK SPECIALITIES, INC.	21303627WA	3/28/13	4/15/13	MASTER METER	2	935	167.60
					Vendor Total			441.49
WCA150	WCA WASTE CORPORATION	32013WA	3/25/13	4/15/13	CITIZEN TRASH	2	943	3250.73
WHE100	WHEELER METALS	58705SE	3/28/13	4/15/13	METAL SUPPLIES	2	1935	115.25
WHE100	WHEELER METALS	58705WA	3/28/13	4/15/13	METAL SUPPLIES	2	935	115.25
WHE100	WHEELER METALS	58707WA	3/28/13	4/15/13	WELDING GLOVES	2	935	49.00
					Vendor Total			279.50
WIL295	WILLARD CHAMBER OF COMMERCE	1836PK	3/13/13	4/15/13	LUNCH MARCH	3	885	21.00
WIN100	WINDSTREAM COMMUNICATIONS	12609551GN	3/27/13	4/15/13	PHONE	1	940	517.35
WIN100	WINDSTREAM COMMUNICATIONS	12609551LW	3/27/13	4/15/13	PHONE	1	1940	384.67

CITY OF WILLARD
Unpaid Invoice Listing
April 01, 2013

Payee #	Payee Name	Invoice Numb	Invoice Date	Due Date	Description	G/L Number		Total Due
WIN100	WINDSTREAM COMMUNICATIONS	12609551PK	3/27/13	4/15/13	PHONE	3	940	164.23
WIN100	WINDSTREAM COMMUNICATIONS	12609551WA	3/27/13	4/15/13	PHONE	2	940	7.78
					Vendor Total			1074.03
WLA100	Willard Automotive Services	1322LW	3/29/13	4/15/13	BATTERY	1	1965	96.69
WPM100	POSTMASTER	3262013SE	3/26/13	4/15/13	PRESORT FEE	2	1885	200.00
WPM100	POSTMASTER	3262013WA	3/26/13	4/15/13	PRESORT FEE	2	885	200.00
					Vendor Total			400.00
					Final Total			93540.88

1	800	0	ADVERTISING (GCG)	419.00
1	865	0	INSURANCE (GCG)	44.10
1	876	0	PROFESSIONAL (GCG)	11455.12
1	885	0	OFFICE SUPPLIES (GCG)	354.58
1	940	0	TELEPHONE (GCG)	517.35
1	945	0	TRAVEL AND TRAINING (GCG)	653.04
1	959	0	UTILITIES-OTHER (GCG)	46.22
1	1810	0	CAPITAL ASSET EXP (LAW)	657.86
1	1865	0	INSURANCE (LAW)	130.29
1	1885	0	OFFICE EXPENSE (LAW)	390.51
1	1935	0	SUPPLIES (LAW)	55.18
1	1940	0	TELEPHONE (LAW)	384.67
1	1945	0	TRAVEL & TRAINING (LAW)	537.00
1	1959	0	UTILITIES-OTHER (LAW)	404.76
1	1965	0	VEHICLE EXPENSE-OTHER	527.47
1	2935	0	SUPPLIES (STREETS)	1384.33
1	4885	0	OFFICE SUPPLIES (P&D)	22.50
			Total for Fund #: 1	17983.98
2	865	0	INSURANCE (WATER)	67.86
2	876	0	PROFESSIONAL (WATER)	16036.16
2	885	0	OFFICE SUPPLIES (WATER)	1078.43
2	900	0	REPAIRS AND MAINTENANCE (WATER)	210.00
2	935	0	SUPPLIES (WATER)	5972.83
2	940	0	SUPPLIES - PROJECT	7.78
2	943	0	TRASH EXPENSE	4072.98
2	945	0	TRAVEL AND TRAINING (WATER)	427.40
2	959	0	UTILITIES-OTHER (WATER)	258.59
2	965	0	VEHICLE EXPENSE-OTHER	218.81
2	1808	0	BUILDING MAINTENANCE (SEWER)	42.15
2	1865	0	INSURANCE (SEWER)	67.87
2	1876	0	PROFESSIONAL (SEWER)	35.75
2	1885	0	OFFICE SUPPLIES (SEWER)	887.63
2	1930	0	SPRINGFIELD SEWER CHARGES (SEWER)	33107.24
2	1935	0	SUPPLIES (SEWER)	1062.98
2	1945	0	TRAVEL AND TRAINING (SEWER)	365.76
2	1959	0	UTILITIES-OTHER (SEWER)	42.76
2	1965	0	VEHICLE EXPENSE-OTHER	17.98
			Total for Fund #: 2	63980.96
3	808	0	BUILDING MAINTENANCE (PARK)	48.50
3	820	0	CONCESSIONS	407.93
3	865	0	INSURANCE	23.52
3	871	0	LANDSCAPING	56.73
3	876	0	PROFESSIONAL	297.00
3	885	0	OFFICE SUPPLIES	591.88
3	935	0	SUPPLIES-GENERAL (PARK)	212.29
3	936	0	SUPPLIES-SPORTS	2306.80
3	937	0	SUPPLIES-AQUATIC	67.70
3	938	0	SUPPLIES-SPECIAL ACTIVITY (PARK)	5759.76
3	939	0	SUPPLIES - GROUNDS	201.40
3	940	0	TELEPHONE	164.23
3	945	0	TRAVEL AND TRAINING	510.17
3	958	0	UTILITIES-GAS (PARK)	529.39
3	959	0	UTILITIES-OTHER (PARK)	94.99
3	960	0	VEHICLE EXPENSES-GAS	301.16
3	965	0	VEHICLE EXPENSE-OTHER	2.49
			Total for Fund #: 3	11575.94

	2013 Budgeted Expenses	Expended As of Feb 28, 2013	% Used	2013 Projected Revenues	Received As of Feb 28, 2013	% Rec'd	Cumulative Gains or (Losses) Per Fund
General Fund							
General City Administration	$221,400.00	$31,619.03	14.3%				
Law and Public Safety Division	$691,350.00	$113,635.80	16.4%				
Street Division	$459,800.00	$42,592.63	9.3%				
Planning & Development Division	$83,600.00	$9,478.30	11.3%				
Emergency Management Division	$20,500.00	$7,942.00	38.7%				
Sub-Total	$1,476,650.00	$205,267.76	13.9%	$1,569,750.00	$355,743.74	22.7%	$150,475.98
Park Fund	$1,033,090.00	$60,742.48	5.9%	$1,054,675.00	$145,368.23	13.8%	$84,625.75
Water Fund	$951,659.00	$189,035.22	19.9%	$946,250.00	$239,283.35	25.3%	$50,248.13
Sewer Fund	$1,140,626.00	$97,712.43	8.6%	$1,158,000.00	$203,543.56	17.6%	$105,831.13
Totals	$4,602,025.00	$552,757.89	12.0%	$4,728,675.00	$943,938.88	20.0%	$391,180.99

	Total Reserves Available As of January 1, 2013	Total Operating Cash As of Feb 28, 2013	Total Reserves Available As of Feb 28, 2013
General Fund	$173,905.36	$98,544.52	$428,618.60
Water & Sewer Fund	$648,540.31	$182,407.55	$579,738.66
Park Fund	$229,679.04	$78,596.89	$229,744.23

Revenues by Month

	2013 Budget	JAN	11.8%	FEB		MAR		APR		MAY	
General Fund	$1,569,750.00	$186,649.97		$169,093.74							
Cumm. Total		$186,649.97	11.9%	$355,743.71	22.7%		0.0%		0.0%		0.0%
Water	$946,250.00	$162,822.58		$76,460.77							
Cumm. Total		$162,822.58	17.2%	$239,283.35	25.3%		0.0%		0.0%		0.0%
Sewer	$1,158,000.00	$107,021.58		$96,521.98							
Cumm. Total		$107,021.58	9.2%	$203,543.56	17.6%		0.0%		0.0%		0.0%
Parks	$1,054,675.00	$103,183.66		$42,184.57							
Cumm. Total		$103,183.66	9.8%	$145,368.23	13.8%		0.0%		0.0%		0.0%
Totals	$4,728,675.00	$559,677.79		$384,261.06		$0.00		$0.00		$0.00	
Cumm. Total		$559,677.79	11.8%		0.0%	$0.00	0.0%	$0.00	0.0%	$0.00	0.0%

REVENUE SOURCES	2013 Projected Revenues	Received As of Feb 28, 2013	% of Projected Revenues Collected to Date	
General Fund				
Asset Sales	$0			
Building Permits	$10,000	$3,785	37.9%	
Cable TV Franchise Fees	$18,000	$3,897	21.7%	
County Road & Bridge Tax	$29,250	$27,921	95.5%	Dedicated to Streets and Roads
Electric Franchise Fees	$235,000	$34,712	14.8%	
Gas Franchise Fees	$50,000	$9,252	18.5%	
Grant Revenues	$9,000	$0	N/A	
Interest Income	$1,500	$15	1.0%	
Law Enforcement Sales Tax	$24,000	$1,979	8.2%	Dedicated to Public Safety
Merchant Licenses	$5,100	$1,600	31.4%	
Miscellaneous Revenues	$1,000	$662	66.2%	
Mobile Phone Lease Fees	$52,000	$21,207	40.8%	
Motor Vehicle Fuel Taxes	$185,000	$30,367	16.4%	Dedicated to Streets and Roads
Planning And Zoning	$5,000	$0	0.0%	
Real Estate Taxes	$178,400	$146,322	82.0%	
Recyling Center	$1,000	$0	0.0%	
Sales & Use Taxes	$420,000	$59,671	14.2%	
Sales Tax - Capital Improvement	$85,000	$2,625	0.0%	
State LET Account	$500	$0	0.0%	Dedicated to Public Safety
Traffic Court Fines	$80,000	$11,753	14.7%	
Trash Income	$180,000	$0	0.0%	Dedicated to Streets and Roads
Veterans' Memorial	$0	$0		
Totals	$1,569,750	$355,768	22.7%	
	$1,322,000			Available Funds for General Fund

REVENUE SOURCES	2013 Projected Revenues	Received As of Feb 28, 2013	% of Projected Revenues Collected to Date
Water Fund			
Asset Sales	$0		N/A
Certificates of Particiation	$0	$59,499	N/A
Grant Receipts	$0	$0	N/A
Interest Income	$1,000	$313	31.3%
Meter Installations	$29,250	$0	0.0%
Miscellaneous Revenues	$1,000	$12,506	1250.6%
Penalty Income	$20,000	$3,609	18.0%
Trash Income	$0	$32,060	
Water Sales - Commercial	$50,000	$6,035	12.1%
Water Sales - Residential	$845,000	$125,262	14.8%
	$811,000	$239,284	29.5%
Sewer Fund			
Development Lift Station Fees	$0	$0	N/A
Asset Sales	$0	$0	N/A
Certificate of Participation	$0	$0	N/A
Hook-up Fees Received	$27,000	$0	0.0%
Interest Income	$1,000	$99	9.9%
Miscellaneous Revenues	$0	$0	N/A
Penalty Income	$30,000	$5,296	17.7%
Sewer Sales	$1,100,000	$198,149	18.0%
	$1,158,000	$203,543	17.6%

REVENUE SOURCES	Projected Revenue	Received As of Feb 28, 2013	% of Projected Revenues Collected to Date
Park Fund			
Adult Program Fees	$17,000	$2,508	14.8%
Advertising Income	$27,500	$3,180	11.6%
Asset Sales	$0	$0	N/A
Certificates of Participation	$0	$0	N/A
Concession Income	$47,500	$1,986	4.2%
Fourth of July	$3,500	$0	0.0%
Grant Receipts	$0	$0	0.0%
Interest Income	$1,000	$65	6.5%
Miscellaneous Revenues	$1,000	$50	5.0%
Mobile Phone Tower Fees	$11,600	$2,050	17.7%
Park Fees	$7,500	$0	N/A
Real Estate Taxes	$54,575	$38,777	71.1%
Facility Rental Income	$47,500	$4,834	10.2%
Sales Tax	$475,000	$49,747	10.5%
Sales Tax - Capital Improvement	$100,000	$22,524	22.5%
Special Event Income	$11,000	$118	1.1%
Swimming Pool Income	$100,000	$40	0.0%
Youth Programs	$150,000	$19,490	13.0%
Transfers In or Out	$0	$0	0.0%
	$1,054,675	$145,368	13.8%

	2013 Budget	JAN		FEB		MAR		APR		MAY	
General City Governme	$221,400.00	$15,788.23		$15,830.80							
Cumm. Total		$15,788.23	7.1%	$31,619.03	14.3%		0.0%		0.0%		0.0%
Law & Public Safety	$691,350.00	$44,799.43		$68,836.37							
Cumm. Total		$44,799.43	6.5%	$113,635.80	16.4%		0.0%		0.0%		0.0%
Water	$951,659.00	$122,689.83		$66,345.39							
Cumm. Total		$122,689.83	12.9%	$189,035.22	19.9%		0.0%		0.0%		0.0%
Sewer	$1,140,626.00	$57,728.08		$39,984.35							
Cumm. Total		$57,728.08	5.1%	$97,712.43	8.6%		0.0%		0.0%		0.0%
Streets	$459,800.00	$26,499.78		$16,092.85							
Cumm. Total		$26,499.78	5.8%	$42,592.63	9.3%		0.0%		0.0%		0.0%
Planning & Developme	$83,600.00	$4,681.55		$4,796.75							
Cumm. Total		$4,681.55	5.6%	$9,478.30	11.3%		0.0%		0.0%		0.0%
Parks	$1,033,090.00	$30,678.63		$30,063.85							
Cumm. Total		$30,678.63	3.0%	$60,742.48	5.9%		0.0%		0.0%		0.0%
Emergency Manageme	$20,500.00	$10.00		$7,932.00							
Cumm. Total		$10.00	0.0%	$7,942.00	38.7%		0.0%		0.0%		0.0%
Totals	$4,602,025.00	$302,875.53		$249,882.36		$0.00		$0.00		$0.00	
Cumm. Total		$302,875.53	6.6%	$552,757.89	12.0%						

Park Utility Vehicle Bids

Clear Creek Vehicles

- Club Car XRT950 (Electric Lift) $ 8,087.00
- Polaris Ranger 400 (Gas Assist Lift) 7,886.00

Larson Farm & Lawn

- John Deere XUV 550 (Power Lift) $ 7,720.00

Quarles Supply Co.

- Kubota RTV 400 CI-A (Bed Lift) $ 7,750.00

J.J.'s Cycles

- Kawasaki KAF400ACF (Hydraulic Bed Lift) $10,325.00

Recommendation:

- Quarles Supply Co.
  - Public Works owns a Kubota UTV. They have knowledge of the machine and how to work on them.
  - City of Willard has purchased from Quarles Supply in the past and has always received great service.

CONTRACT CHANGE ORDER #3

Project No. 012-1550

Date February 15, 2013
State Missouri
County Greene

Contract for:	2012 Water Line Improvements
Owner:	City of Willard, Missouri
Contractor:	Turner Excavating, Inc. 363 S Westwind Drive, Springfield, Missouri 65802 (Name and Address)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes	DECREASE in Contract Price	INCREASE in Contract Price
1) Additional cost to assemble/disassembel piping for flushing as a result of breaking an unmarked/unknown 2" waterline at $2,590.00.		$2,590.00
2) Additional cost to provide pipe casing at waterline crossing of existing shallow sewer line at a lump sum cost of $500.00.		$500.00
3) Additional cost to provide an optional connection to the existing waterline along with an additional fire hydrant at a cost of $5,790.00.		$5,790.00
4) Additional cost to connect to an existing 6" waterline instead of a 10" valve at a cost of $700.00.		$700.00
5) Additional cost to perform an 8" wet tap instead of a 6" wet tap at a cost of $4,500.00.		$4,500.00
TOTALS		$ 14,080.00
NET CHANGE IN CONTRACT PRICE		**$ 14,080.00**

JUSTIFICATION:
See attached letter from Turner Excavation

Original contract amount:	$	346,728.00
<u>Increase</u> / Decrease resulting from previous change orders:		$2,120.00
<u>Increase</u> / Decrease resulting from this change order:	$	14,080.00
Total contract amount including this change order:	**$**	**362,928.00**

The Contract completion date will not be changed.

This document will become a supplement to the contract and all provisions will apply hereto.

Recommended John K Forester 3-7-13
(Owner's Engineer) *(Date)*

Accepted Brian Turner 3-7-13
(Contractor) *(Date)*

Approved
(Owner) *(Date)*

Turner Excavation, LLC.
363 S. West Wind Drive
Springfield, MO 65802
(660)221-4344

Olsson Associates
550 St. Louis Street
Springfield, MO 65806
(417)890-8802
Attention: John Forrester

January 29, 2013

RE: City of Willard Change Orders

1. Intersection of Hughes St. and Barwick St. – unmarked 2" water line broken, new 8" and 10" main infiltrated. City Administrator viewed site and instructed to flush the new water main with mechanical joints and pipe needed. Notified Engineer.

2 MJ 90	$190.00
4 hours labor $300.00/hr	$1200.00
2 hours flushing $300.00/hr	$600.00
Extra curb and asphalt repair	$600.00
Note: returned both 90's to City Inspector	* 2,590.00

2. Unexpected sewer line crossing. Notified Engineer-unavailable. City Inspector instructed to encase new 8" water main with 20 ft. of 10" PVC pipe-splitting 10 ft. on each side of existing sewer line. $500.00

3. Tie in on Barwick St. – City Administrator instructed to install. Notified Engineer.

1 fire hydrant	$3,400.00
1 8 x 6 tee	$525.00
1 8" plug	$325.00
1 6" valve	$790.00
2 6" 90	$800.00
1 6" cap	$300.00
Deduct 1 8 x 6 reducer	$350.00

$5,790.00

4. Miller St. to the North of Covington St. – Unable to make new main water line connection to existing 10" water line(per plans)due to an existing 6" valve. Notified Engineer.

1 10" plug	$350.00	
1 10 x 6 reducer	$350.00	$700.00

5 8" wet tap at Mark St. and Hughes St. – City Administrator instructed to wet tap. Connection was incorrect on plans. 6" valve not present, 8" tee was present. $4500.00

Note: If 6" valve is removed from the revised plan, will that decrease the quantity of line item #5? Or would you leave the change order at $4500.00 and adjust the quantity at the job completion?

Total: $14,080.00

Delete Item #12 from contract: 2" service connection on Covington St. $1,100.00

April 8, 2013 **City Clerk Report**:

1. Have finished phase 1 of address updating and I have a new map that reflects those changes.
2. Have been working closely with Randy on incoming permit applications, nuisance violations and existing projects such as the Hwy 160 W. Subdivision.
3. Am still in the process of updating the code books of personnel and board members.
4. I have been working on the alcohol ordinance and will be bringing it to the Board in May.
5. I attended the clerks Spring Institute in Columbia in March. These classes will be applied towards my continuing municipal city clerk certification hours.
6. I have been working on getting the needed information on the Mill St Sidewalk project to get it back on track. This information will be discussed in old business at the April meeting.
7. Randy and I have been collecting leasing amounts from other cities for cell antenna leases to compare with our current contracts.
8. I will soon be finished with the permit applications for all "building project" permits
9. I have attended meetings and created the agendas, packets and minutes for the boards.
10. I am attending the Greene County WEBEOC Basic Training on April 9, 2013.
11. I have been discussing current contracts that are coming up for renewal with Karen and with the city attorney.
12. I have begun my list of items that are to brought to the Board for approval of destruction per the retention requirements. I hope to bring this to the Board in May.
13. I will be participating in the EOC Functional exercise on April 11, 2013.

Dale Duvall, City Clerk

April 9, 2013 **Finance Department Update**

1. Audit Update --- The remaining field work has been completed by Davis, Lynn and Moots. The draft of the audit report should be delivered to the finance office by May 15 with presentation to the Board of Aldermen on June 10, 2013.

2. Utility Billing --- The process of testing the Itron meter readers was done the week of March 25. Any problems that were found were corrected and we hope to go forward with the electronic meter reading in April.

3. Human Resources -- Interviews with three candidates for the City Administrator's position were conducted on March 25. An additional phone interview was done on April 1 by the Mayor and Aldermen Hemphill and Vincent. Possible candidates for Board interviews will be recommended by the committee in the future.

The job description for the Finance Officer will be mailed out to the Mayor and Aldermen about mid-April for discussion at the May meeting.

We have an opening at City Hall for a utility clerk. The opening will be posted by April 5 with interviews to start approximately April 22. I hope to have someone hired and ready to begin by May 10.

We were able to temporarily find a map tech by utilitizing the person who filled that position in the past. I believe that it will be a temporary fix but it will enable us to get our maps up to date.

4. Emergency Management -- There has been no word yet on the acceptance of our EMPG grant. I believe that we should hear something by the end of April.

I have requested that Randy Brown and Dale Duvall attend a 4-hour session on the WebEOC system. Those sessions will be held in April.

The Functional Exercise is to be conducted on April 11, 2013 at the Greene County EOM from 10:00 a.m. – 3:00 p.m. All of the municipalities in Greene County will be involved in this exercise.

5. Training --- Training is ongoing in all departments as normal.

6. Accounting/Budgeting -- I am in the process of working with the department heads to prepare a budget amendment that will be presented to the Board at the May Board meeting.

7. Purchasing -- The change has been made from Unifirst to Clean, The Uniform Company and Ameripride for the rental of Public Works uniforms, shop towels, and mats for the facility doors. We are piggy-backing on the agreements with these companies put in place by the City of Springfield. By utilizing these agreements, we are able to make some significant savings in the rental of the uniforms.

The contract for pest control services remains to be bid. The paperwork has been started and I hope to have the responding bids to present to the board by the June meeting.

Karen Robson, CFO

Willard Parks and Recreation
Director's Report
April 1, 2013

Programs

- **Zumba Class**
  - Classes meet Mondays and Thursdays @ 7:00pm – 8:00pm.
  - Average of 30 participants per class.
  - Held at the Community Building.
- **Yoga**
  - Classes meet Tuesdays @ 6:00pm – 7:00pm and Saturdays @ 9:00am – 10:00am.
  - Average 10-20 participants per class.
  - Held at the Community Building.
- **Pre-Season**
  - Classes meet Mondays and Wednesdays @ 7:15pm – 8:15pm.
  - Average 7-10 participants per class.
  - Held at the Recreation Center in the Murray Room.
- **Out of School Camps**
  - Spring Break Camp was held March 11th – 15th.
    - Average 37 participants per day.
  - Next Out of School day – March 39th and April 1st.
  - Summer Camp will begin May 24th – Aug. 14th.
    - We have begun hiring summer camp counselors and registration will begin soon.
- **Children's Dance Classes**
  - Classes meet Tuesdays and Thursdays @ 4:00pm – 7:30pm.
  - Fall: Oct. 9 – Dec. 6, Winter: Jan.15 – March 7, Spring: March 19 – May 7
  - Held at the Recreation Center in the Murray Room.
- **Willard Playgroup**
  - Group meets at the Recreation Center on Wednesdays @ 10:00am – 12:00pm.
  - Group will occasionally meet at other places.
- **Tumbling Toddlers**
  - Group meets at the Recreation Center on Tuesdays @ 9:30am – 10:30am.
  - Average 5 participants per class.

Special Events

- **Easter Egg Hunt**
  - This event was held at the Rec. Center - Saturday, March 23rd @ 9:00am
  - Attendance for the event was better than expected. (Over 300)
  - We have had a huge outpouring of businesses step up and give merchandise and money.
  - See Attachment of event flyer.
- **Care to Compete**

  - The race will be held Saturday, April 13th @ 9:00am.
  - This is an extreme adventure race. We are partnering with Willard Care to Learn.
  - Planning is in progress.

- **Splash N Bash**
  - The tentative dates are May 24th (Willard is going till the 24th now due to snow).
  - This was a very successful new event at the WAC in 2012. The hope is to expand in 2013.
  - Planning is in progress.
- **Triathlon / Youth Triathlon:**
  - Tentative date is set for June 15th / 22nd.
  - Planning is in progress.
- **Freedom Fest**
  - The date for this event is set for Saturday, June 29th.
  - We are eagerly working with Freedom Bank to coordinate events for a more active daytime event schedule.
  - The Band "Members only" will be doing a show the day of the Event at the Park.
  - The firework bid has been awarded to A.M. Pyrotechnics.
  - Planning is in progress.
- **Party in the Park**
  - This event will be held on Saturday, August 10th.
  - The event is coordinated with Willard Area Chamber of Commerce.
  - Planning is in progress.
- **Halloween Events**
  - Costume Party Dance will be held on October 18th.
  - Haunted House will be open October 25th and 26th.
  - Safe Halloween will be held on Saturday, October 26th.
  - Planning is in progress.
- **Christmas on the Frisco**
  - This event is set for November 16th.
  - The event is sponsored by the Willard Area Chamber of Commerce and the Parks Department is a partner.
  - Planning is in progress.
- **Turkey Trot**
  - Date for the event is November 28th.
  - This will be the second year for the event. Hoping for growth.
  - Planning is in progress.
- **Christmas @ the REC – New Event**
  - Dance on December 6th.
  - Santa meet and greet with movie. Event will be held on December 20th.
  - Planning is in progress.
- **Valentines Dance**

- Tentative date is set for Friday, February 7th.
- Planning in Progress.

Aquatics

- **Facility**
    - Early preparation of the Aquatics Center has begun.
    - New pool pads have been ordered.
    - New Chlorine System was installed.
- **Staffing**
    - Interviews for all pool staff have begun.
    - Lifeguard training is underway.
- **Programs**
    - New program guides will be out early May.

Sports Section

- **Spring Soccer**
    - We ended up with the largest soccer program we have had since 2009. We have 40 teams in 5 different divisions.
- **Spring Volleyball**
    - We ended registration with 12 teams in 3 different divisions.
- **Youth Baseball**
    - Registrations have started for Summer Baseball!
- **Champions League**
    - For the first time at the Parks Department the 2013 10U Baseball League will be hosted here. We will be hosting 12 games at the Recreation Center, the Mavericks will be paying a fee of $100 per game, we will be getting all of the concessions money and a portion of the gate.

Sponsorships

- **GYM Signs**
    - As of March 22nd we have 19 paid signs. We are waiting on 2 businesses to confirm if they will be paying or not.
- **Pool Days of Fame**
    - We are in the process of finalizing the sponsorship packages to send out to businesses.

Willard Parks and Recreation
Director's Report
April 1, 2013

Facilities

- **Rentals**
  - Community Building
    - Ongoing – Zumba, Yoga, Senior Lunch, A.A. Group
    - Private Rentals - 4
  - Recreation Center
    - Ongoing – Pre-Season, Dance, Basketball Practice, Senior Exercise
    - Private Rentals - 3
  - Willard Parks continues to promote the facility rentals at the Recreation Center, Pavilion, and Community Building.
- **2012 April Election**
  - Willard Parks will have the community building reserved and ready for voting on April 2^{nd}.
- **Maintenance**
  - Recreation Center
    - Deep cleaning
    - Roof leaking in the Murray Room
      - After investigation the roof is under warranty and will be checked out.
  - Making a running list of all facilities and maintenance issues that need to be addressed.
  - Soccer fields were de-winterized.
  - Pre-pairing grounds for spring.
- **Coke Machine**
  - The new coke machine was delivered and looks great.
    - We have made $60.00 since delivery.
- **Activities Room**
  - Room was cleaned out and used for Spring Break Camp.
    - Room turned out to be very helpful.

Submitted by J.C. Loveland
Director of Community Services

April 8,2013 **Planning and Development Report**

DEVELOPMENT PROJECTS

HIGHWAY 160 West Subdivision Phase 1 – See Staff Report in the packet for more information, Staff has reviewed the revised Final Plat and sidewalk drawings and submitted revised storm water drawings and calculations to Olsson Associates for review. See attached comment letter from Olsson Associates in the packet. This project was taken to the Planning and Zoning Commission meeting on 3-26-13 and was approved as submitted.

Alejandra's Place Subdivision – Staff has received revised construction drawings submitted by the developers engineer and is in the review process.

Staff has received a request for information concerning a lot split at 409 Beam Street.

CONTRACTS

Sprint Cell Tower Upgrades- Staff is coordinating with G-2 Consulting group concerning ground stability (SOIL TEST) and foundation design. We are working with the City Engineer to verify excavation requirements.

BUILDING PERMITS

Infill work has been completed on the Jackson St. Church of Christ.
Staff has issued a temporary certificate of occupancy to the Apple Drive Apartment owner.
Staff is working with an Architect for an infill project at the Romanian Immanuel Church located on Miller Rd.
Staff has approved plans for a fire separation wall to be constructed in the Prairie View Shopping Center that will separate two tenant spaces.
Staff has issued 4, R-1 Building Permits

CODE ENFORCEMENT

Performed routine building inspections for R-1 and Commercial building projects as needed.
Monitoring nuisance complaints along Willey St.
Picked up several portable signs – some real estate and some "we buy houses" or mobile homes that were on the ROW.

Meetings

Attended the Ozark Transportation Organization T.P.C. and B.O.D. meetings.

Submitted by Randy Brown
Director of Development

03-08-13 BOA

Police Department Report
April 08/2013

ACTION REQUIRED: Discussion of Police Vehicle Lease/Purchase option

- Willard Police Department Officer Steve Purdy won the Joe L. Cosby Fighter of the Night Award at the recent Springfield Guns 'N Hoses boxing fundraiser.

	Officer Statistics			**Reserves**		Hours
1601	Tom McClain, Chief	4	**1640**	Doug Thomas, Reserve	0	
1603	Shannon Shipley, Sgt./Det.	23	**1641**	Brian Gordon,Reserve	0	
1604	Robert Bell, Corporal	29	**1642**	JD Landon, Reserve	0	24
1605	Mike Payne, Senior Officer	13	**1643**	,Reserve		
1606	Clint Heimback, Officer	28	**1644**	Bill Lingenfelser, Reserve	0	6.5
1607	Mike Muhlenbruch, Officer	115	**1645**	Michele Lappin, Reserve	5	4
1608	Jeremiah Tayman, Officer	93		**TOTAL HRS**		**34.5**
1609	Steve Purdy, Officer	36				
1610	Jason Hobbs, Officer	38				
1630	Glenn Cozzens, SRO	0				
1631	Wyatt Sharp, SRO	1				
	TOTAL INCIDENTS	**385**				

INCIDENT STATISTICS

Felony		7
Misdemeanor		13
Infraction		239
Other (Services)		136
HBO (Handled By Officers)		304

VEHICLE	ODOMETER READING	MONTHLY MILEAGE	SHIFTS USED	MILES PER SHIFT	MAINTENANCE COST MONTH	YTD
WPD-01 2009 Dodge	107378	643	20	32	$527.55	$527.55
WPD-02 2006 Crown Vic	Odometer doesn't work	?	25		$89.99	$89.99
WPD-03 2008 Dodge Charger	117205	1794	34	53	$167.67	$202.62
WPD-04 2013 Dodge Charger	2649	2349	32	73	$324.53	$324.53
WPD-05 2008 Dodge Charger	148545	2379	32	74	$34.95	$363.66
WPD-08M 2008 Harley-Davidson Motorcycle	4550	0	0	0		

Submitted by Chief Tom McClain

Public Works Report   April 2013

Water & Sewer

- Check wells daily
- Check lift stations daily
- Locates daily or as needed
- Take chlorine residual samples daily
- In's & Out's/Work orders daily
- Lagoon samples daily
- Run lagoon irrigation daily or as needed, weather permitting
- Manually read all meters 3/11/2013 thru 3/15/2013
- Meter re-reads 3/19/2013
- Monthly water samples to Greene County Health Dept 3/27/2013
- Monthly lagoon samples taken to CASI lab in Springfield
- Lagoon DMR paperwork taken to Springfield DNR Office
- Well drawdowns performed on all 4 wells
- Water leak repaired @ 204 E Knight on Saturday-3/2/2013-after hours
- Shut off's for the month of Feb done on 3/5/2013 – Shut off's for the month of March done on 3/28/2013
- Repair water leak on Barwick Street 3/15/2013
- Clean up yards after previous water line repairs @ Main & Pershing, 6820 FR 94
- Sweep out and clean up all well houses and chlorine houses
- Regional lift station lost power and basin began to fill. Had to juggle Regional lift station and D lift station to avoid a bypass and get water levels back down to normal automatic operating levels on Sunday 3/24/2013-after hours
- Test run on handhelds for radio read meters for possible use of them in the month of April
- Sewer bypass @ King & Kime. Problem corrected, cleanup and sanitation performed, contacted DNR, completed and turned in paperwork to DNR.
- Sewer bypass @ 212 Farmer. Problem corrected, cleanup and sanitation performed, contacted DNR, completed and turned in paperwork to DNR. 3/7/2013-after hours
- Disassemble, inspect, and unclog backflow valve @ Regional lift station
- Unclog valute on #2 pump @ Regional lift station
- Measure irrigation runs @ lagoon for possible replacement
- Clean all probes and floats @ all lift stations
- Add dawn soap to all lift stations to cut down on grease buildup
- Check manholes for I&I
- Repair #4 lateral/uprights @ lagoons

Streets, Vehicle Maintenance, & Misc.

- Repair taillight on Dodge Public Works truck #104
- Take dump truck to Bus Andrews to have pump/cylinder on plow repaired
- Mount plow control in cab of dump truck
- Weld/repair deflector on plow on dump truck
- Change oil and filters in Kubota UTV
- Plastic to Bolivar 5X
- Metal to Bolivar 2X
- Replaced stop sign @ Miller & Beam
- Replaced Grand Prairie sign
- Clean curb and guttering in Whispering Oaks & Oak Ridge Estates subdivisions
- Plow snow and spread salt on streets
- Remove all plows, spreaders, and clean trucks after winter storm
- Check all storm sirens for proper operation
- Deliver gravel to soccer park driveway and smooth out
- Fill up dumpster @ lagoons with limbs, old asphalt, debris, lumber and trash to be hauled off
- Pick up 2 dogs and 1 cat and take to Greene County
- Justin, Jimmy, Dave, & Stacy to Branson for MRWA Water & Wastewater Technical Conference 3/12/2013 thru 3/14/2013
- Dustin, Justin, & Stacy to Microsoft Excel class 3/6/2013
- Install safety glass case on wall @ Public Works shop per insurance inspection and recommendation
- Construct and install railing upstairs @ Public Works shop per insurance inspection and recommendation
- Secure all furniture, book cases, lockers, and desks to floors/walls @ Police Station, Public Works Shop, Recreation Center, and City Hall per insurance inspection and recommendation
- Deliver old computer towers, monitors, and electronics to recycle center for disposal
- Build stand and screen to sift excess dirt to reuse @ a later date as black dirt for cleanup on yards after water leaks

Submitted by Justin Reaves

Director of Public Works

CITY OF WILLARD
BOARD OF ALDERMEN
04/08/2013

AN ORDINANCE

An ordinance adopting and enacting a new Code of Ordinances of the City of Willard; establishing the same; providing for the repeal of certain ordinances not included therein, except as herein expressly provided; providing for the manner of amending such Code of Ordinances; providing penalty for the violation thereof; and providing when this ordinance shall become effective.

1st and 2nd Reading

BILL NO.________________________________ ordinance No. ____________

An ordinance adopting and enacting a new Code of Ordinances of the City of Willard; establishing the same; providing for the repeal of certain ordinances not included therein, except as herein expressly provided; providing for the manner of amending such Code of Ordinances; providing penalty for the violation thereof; and providing when this ordinance shall become effective.

Be it ordained by the Board of Aldermen of the City of Willard as follows:

Section 1. That pursuant to Section 71.943 of the Revised Statutes of Missouri, the codification of ordinances, as set out in Titles I through VII, each inclusive, of the "Code of Ordinances of the City of Willard" is hereby adopted and enacted as the "Code of Ordinances of the City of Willard"; which shall supersede all other general and permanent ordinances of the City passed on or before December 10, 2012, to the extent provided in Section 3 hereof.

Section 2. That all provisions of such Code shall be in full force and effect from and after the effective date of this ordinance as set forth herein.

Section 3. That all ordinances of a general and permanent nature of the City adopted on final passage on or before December 10, 2012, and not included in such Code or recognized and continued in force by reference therein, are hereby repealed from and after the effective date of this ordinance, except those which may be specifically excepted by separate ordinance, and except the following which are hereby continued in full force and effect, unless specifically repealed by separate ordinance:

a. Ordinances promising or guaranteeing the payment of money for the City, or authorizing the issuance of any bonds or notes of the City or any other evidence of the City's indebtedness, or authorizing any contract or obligation assumed by the City;

b. Ordinances levying taxes or making special assessments;

c. Ordinances appropriating funds or establishing salaries and compensation, and providing for expenses;

d. Ordinances granting franchises or rights to any person, firm or corporation;

e. Ordinances relating to the dedication, opening, closing, naming, establishment of grades, improvement, altering, paving, widening or vacating of streets, alleys, sidewalks or public places;

f. Ordinances authorizing or relating to particular public improvements;

g. Ordinances respecting the conveyances or acceptance of real property or easements in real property;

h. Ordinances dedicating, accepting or vacating any plat or subdivision in the City or any part thereof, or providing regulations for the same;

i. Ordinances annexing property to the City;

j. All zoning and subdivision ordinances not specifically repealed and not included herein;

k. Ordinances establishing TIF districts or redevelopment districts;

l. Ordinances relating to traffic schedules (i.e. stop signs, parking limits, etc.);

m. All ordinances relating to personnel regulations (i.e. pensions, retirement, job descriptions and insurance, etc.);

n. Ordinances authorizing the establishment of industrial development corporations;

o. Ordinances establishing tax rates for the City.

That the repeal provided for in this Section shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance which is repealed by this ordinance.

That the repeal provided for in this Section shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any contract or right established or accruing before the effective date of this ordinance, nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to such date.

Section 4. That any and all additions and amendments to such Code when passed in such form as to indicate the intention of the Board of Aldermen to make the same a part thereof shall be deemed to be incorporated in such Code so that reference to the "Code of Ordinances of the City of Willard" shall be understood and intended to include such additions and amendments.

Section 5.

a. Except as hereinafter provided, whenever in any rule, regulation or order promulgated pursuant to such ordinances of the City, any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in such City ordinance, rule, regulation or order doing of any act is required or the failure to do any act is declared to be unlawful, where no specific penalty is provided therefor, the violation of any such ordinance of the City, or of any rule, regulation or order promulgated pursuant to such City ordinance, shall be punished by a fine of not less than five dollars ($5.00) and not more than five hundred dollars ($500.00) or by imprisonment for a period not to exceed ninety (90) days, or by both such fine and imprisonment.

b. Whenever any provision of the Revised Statutes of Missouri or other Statute of the State limits the authority of the City to punish the violation of any particular provision of these ordinances or rules, regulations or orders promulgated pursuant thereto to a fine of less amount than that provided in this Section or imprisonment for a shorter term than that provided in this Section, the violation of such particular provision of these ordinances or rules, regulations or orders shall be punished by the imposition of not more than the maximum fine or imprisonment so authorized, or by both such fine and imprisonment.

c. Whenever any provision of the Revised Statutes of Missouri or other Statute of the State establishes a penalty differing from that provided by this Section for an offense similar to any offense established by these ordinances, rules, regulations or other orders of the City, the violation of such City law, ordinance, rule, regulation or order shall be punished by the fine or imprisonment established for such similar offense by such State law.

d. Each day any violation of these ordinances, rules, regulations or orders promulgated pursuant thereto shall continue shall constitute a separate offense, unless otherwise provided.

e. Whenever any act is prohibited by this Code, by an amendment thereof, or by any rule or regulation adopted thereunder, such prohibition shall extend to and include the causing, securing, aiding or abetting of another person to do said act. Whenever any act is prohibited by this Code, an attempt to do the act is likewise prohibited.

Section 6. That in case of the amendment by the Board of Aldermen of any Section of such Code for which a penalty is not provided, the general penalty as provided in Section 5 of this ordinance shall apply to the Section as amended; or in case such amendment contains provisions for which a penalty other than the aforementioned general penalty is provided in another Section in the same Chapter, the penalty so provided in such other Section shall be held to relate to the Section so amended, unless such penalty is specifically repealed therein.

Section 7. That a copy of such Code shall be kept on file in the office of the City Clerk, preserved in looseleaf form or in such other form as the City Clerk may consider most expedient. It shall be the express duty of the City Clerk, or someone authorized by said officer, to insert in their designated places all amendments and all ordinances or resolutions which indicate the intention of the Board of Aldermen to make the same part of such Code when the same have been printed or reprinted in page form and to extract from such Code all provisions which from time to time may be repealed by the Board of Aldermen. This copy of such Code shall be available for all persons desiring to examine the same.

Section 8. That it shall be unlawful for any person to change or alter by additions or deletions any part or portion of such Code, or to insert or delete pages or portions thereof, or to alter or tamper with such Code in any manner whatsoever which will cause the law of the City of Willard to be misrepresented thereby. Any person violating this Section shall be punished as provided in Section 5 of this ordinance.

Section 9. It is hereby declared to be the intention of the Board of Aldermen that the Sections, paragraphs, sentences, clauses and phrases of this ordinance and the Code hereby adopted are severable, and if any phrase, clause, sentence, paragraph or Section of this ordinance or the Code hereby adopted shall be declared unconstitutional or otherwise invalid by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and Sections of this ordinance or the Code hereby adopted.

Section 10. This ordinance and the Code adopted hereby shall become effective ___________, 2013.

PASSED by the Board of Aldermen of the City of Willard this ____ day of _______________, 2013.

APPROVED by the Mayor of the City of Willard this _________ day of _________, 2013.

____
Mayor of the City of Willard

ATTEST:

____
City Clerk

Journal of "ayes" and "nays"
First reading
Board Member **Votes**

	Aye	Nay
______________	______	______
______________	______	______
______________	______	______
______________	______	______
______________	______	______
______________	______	______

Journal of "ayes" and "nays"
Second reading
Board Member **Votes**

	Aye	Nay
______________	______	______
______________	______	______
______________	______	______
______________	______	______
______________	______	______
______________	______	______

CITY OF WILLARD
BOARD OF ALDERMEN
04/08/2013

AN ORDINANCE

AN ORDINANCE TO ACCEPT THE FINAL PLAT OF HIGHWAY 160 WEST SUBDIVISON PHASE 1 AS AN ADDITION TO THE CITY OF WILLARD GREENE COUNTY, MO.

1st and 2nd Reading

Staff Report
Final Plat Review
For
Highway 160 West Subdivision Phase 1

Date: April 8, 2013

Background Information:

1. The purpose of this final plat is to split a two (2) acre tract of land south of the McDonalds from a thirty two (32) acre parcel creating Phase 1 of the subdivision. The lot will be developed with a hardware store and will be accessed from Hunt Rd. This project has been ongoing for several months and has received prior approval from P/Z and BOA for the sketch plan, rezoning from R-1 to C-2 and the preliminary plat. Staff has received an application and the required information, along with a request for consideration to accept the Final Plat. The Final Plat was presented to the Planning and Zoning Commission on April 1st and was approved as submitted.

2. The proposed project is in compliance with the Zoning requirements of the City of Willard Land Development Regulations and in general compliance with the subdivision requirements of the City of Willard Design Standards for Public Improvements. (Reference - Title IV. Land Use Chapter 400 Land Development Regulations).

3. All parties involved with this development are in agreement that the sidewalk will be constructed prior to the issuance of a certificate of occupancy for the hardware store. Please see the enclosed letter from the owner of the property and reference the note that has been added to the plat. At the P/Z meeting the City Attorney advised the Commission that he was in contact with Conco's attorney and that they were working on a contract agreement.

4. A storm water report including the calculations and the drawings has been submitted by the owners engineer and it was sent to the City Engineer for review , please see the enclosed comment letter from Olsson Engineering. At the P/Z meeting the developer commented that the detention was designed to accommodate the complete build out of both lots and that they would be constructing it as part of Phase 1.

5. In accordance with Section 400.1110: Approval of Final Plat
The Final Plat is in substantial conformance with the approved Preliminary Plat and meets the requirements in Section 400.1190 and 400.1200 of the Willard Land Development Regulations.

6. In accordance with Section 400.1120: Final Plat in Stages Permitted
The owners are aware that they will have one (1) year to submit the final plat for the next section or phase. All other requirements have been met.

7. Staff requests consideration from the Board of Aldermen and Mayor for approval of the final plat as submitted.

Randy Brown
Director of Development

First Reading: 04-08-2013 Second Reading: 04-08-2013

Council Bill No.: Ordinance No.:

AN ORDINANCE

AN ORDINANCE TO ACCEPT THE FINAL PLAT OF HIGHWAY 160 WEST SUBDIVISON PHASE 1 AS AN ADDITION TO THE CITY OF WILLARD GREENE COUNTY, MO.

WHEREAS, on January 22, 2013, the Planning and Zoning Commission of the City of Willard, Missouri, approved the Preliminary Plat of the Highway 160 West Subdivision, as a subdivision of the City of Willard; and

WHEREAS, on February 11, 2013, the Board of Aldermen of the City of Willard, approved the Preliminary Plat of the Highway 160 West Subdivision; and

WHEREAS, on April 1, 2013, the Planning and Zoning Commission of the City of Willard, Missouri, reviewed the Final Plat of the Highway 160 West Subdivision Phase 1 and found it to be in substantial conformance with the preliminary plat and voted to recommend approval to the Board of Aldermen of the City of Willard.

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

Section 1: That the final plat of Highway 160 West Subdivision Phase 1 in Willard, Greene County Missouri, as shown by the final plat filed with the City Clerk of the City of Willard, Missouri, is hereby accepted and approved and declared as a subdivision of the City; that the final plat of said property comprises the following real estate to-wit:

PART OF TRACT TWO OF THE MD MINOR SUBDIVISION AS LYING IN THE NE ¼ OF THE NE ¼ OF SECTION 36, T30N, R23W

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

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

READ TWO TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE ____ DAY OF __________________, 2013.

APPROVED BY:

____

MAYOR

ATTEST: ______________________________, City Clerk

Approved as to form: ______________________________, City Attorney

First Reading: 04-08-2013

Second Reading: 04-08-2013

Council Bill No.:

Ordinance No.:

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO
______________________________	__________	__________
______________________________	__________	__________
______________________________	__________	__________
______________________________	__________	__________
______________________________	__________	__________
______________________________	__________	__________

CITY OF WILLARD
BOARD OF ALDERMEN
04/08/2013

AN ORDINANCE

AUTHORIZING the Mayor, or his designee, to enter into a municipal lease agreement with American Business Systems. for the purpose of leasing copy systems and equipment for three municipal operations.

1st and 2nd Reading

First Reading: Second Reading:

Council Bill No. Ordinance No.:

AN ORDINANCE

AUTHORIZING the Mayor, or his designee, to enter into a municipal lease agreement with American Business Systems. for the purpose of leasing copy systems and equipment for three municipal operations.

WHEREAS, in accordance with Chapter 70, Section 70.210 and Section 70.220 of RSMo; and

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

Section 1 – The Board of Aldermen of the City of Willard hereby authorize the Mayor to execute the lease agreement between the City of Willard and American Business Systems for the lease of three printer/copier/scanners; and

Section 2 – Said lease agreement will be in the form attached hereto as Exhibit A; and

Section 3 – Said lease agreement will be for a period of 60-months whereupon the equipment will be returned to American Business Systems.

Section 4 - This Ordinance will be in full force and effect from and after passage.

Passed at meeting: ____________________________

____

Mayor,

Attest: ____, City Clerk

Approved as to form: _______________________________________, City Attorney

Council Bill No. Ordinance No.:

READ TWO TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE ___ DAY OF _ _, 2013.

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO
______________________________	________	________
______________________________	________	________
______________________________	________	________
______________________________	________	________
______________________________	________	________
______________________________	________	________

Exhibit "A"

AMERICAN BUSINESS SYSTEMS

EQUIPMENT LEASE CONTRACT FOR LEASES UNDER $50,000

Leasing Company ("Lessor," "We" or "Us"): American Business Systems

American Business Systems ■ 416 S. Jefferson ■ Springfield, MO 65806 ■ phone: 417.866.6083 ■ fax: 417.866.4275

LEASING CUSTOMER ("YOU")

Company Name (Exact business name): City of Willard

Address: P O Box 187 (Street) Willard (City) Greene (County) Mo (State) 65781 (Zip)

Phone: ( ) 742-5301 Fax: ( ) 742-3080 ☐ Corp. ☐ Limited Liability Corp. ☐ Partnership ☐ Proprietorship

Equipment Location: Parks Department State of Incorporation/Organization: ______

Vendor: American Business Systems Address: ______

DESCRIPTION OF LEASED EQUIPMENT (Include make, model and serial number. Attach schedule if necessary) MUST BE COMPLETED

Lanier MP2852 s/n W422LC00573

PAYMENT SCHEDULE:				Payment Frequency
60	60	$51.00	$na	☑ Monthly
Lease Term (Mos.)	Total No. of Payments	Amount of Each Payment (plus applicable taxes)	Security Deposit	☐ Quarterly ☐ Other:

TERMS OF LEASE

1. You (the customer) want to acquire the above equipment from the above vendor. You want us (the leasing company) to buy it and then lease it to you. The Lease will not begin until we sign it, and once it starts it will continue for the entire Lease Term stated above. You will unconditionally pay us all amounts due, without any right to reduction or set-off. If we do not receive your payment by its due date, there will be a late fee equal to the greater of $20.00 or 15% of the late amount (or, if less, the maximum amount allowable under applicable law). We may charge you a partial payment to cover the time between delivery and the due date for the first regular payment. No more than 180 days and no less than 90 days prior to the end of the Lease Term, you shall give us written notice of your intention to either return the equipment to us or purchase the equipment by exercising the purchase option we may have given you. Provided you have given such timely notice, you shall, at your cost, return the equipment to us in good working condition in a manner and to a location designated by us, or remit the purchase option. If you fail to so notify us or, having notified us, you fail to return the equipment within 15 days after the end of the Lease Term, or you fail to remit the purchase option, the Lease shall automatically renew for another 12-month period under the same terms and conditions described herein. You agree to reimburse us for any cost we incur to refurbish returned equipment. You agree the security deposit will not bear interest and that we may apply it to any amount owed to us, and should we do so, you agree to restore the security deposit to its original amount. You may request the return of the security deposit only after all of your obligations under this Lease have been met in full. To expedite the Lease, you asked us to accept your faxed signature and have agreed it will be considered as good as your original signature and admissible in court as conclusive evidence of this Lease. You agree to allow us to adjust the payment amount above if the final equipment cost varies from the amount the payment was based upon.

2. You alone selected the vendor and the equipment. You asked us to buy it. We are not related to the vendor and we cannot get a refund, nor is the vendor allowed to waive or modify any term of this Lease. Therefore, the Lease cannot be canceled by you for any reason, even if the equipment fails or is damaged and it is not your fault. We are leasing it to you "as is" and we disclaim all express and implied warranties, including any warranty of merchantability or fitness for a particular purpose. You are responsible for all service. The vendor or manufacturer may have given you warranties. You may contact them to get a statement of those warranties, if any. We assign to you any warranties the vendor may have given us. You shall settle any dispute regarding the equipment's performance directly with the vendor. You promise that the equipment will be used only for business and not for personal, family or household purposes. You will keep and use the equipment only at the above location and shall not remove the equipment from such location or return it to us without our written consent.

3. If you do not pay us as agreed or fail to perform any other term of this Lease, you agree that we may (i) repossess the equipment and/or (ii) directly debit (charge) your bank account(s) and/or sue you for all past due rent and other charges and for all rent due in the future to the end of the Lease Term. You must also pay our legal, collection and other costs and interest on all monies due us. If we do not repossess, we may also directly debit and/or sue you for the "residual" (end of term) equipment value. This Lease will be governed by Missouri law or the law of the state in which our assignee is located. You agree to be subject to suit in the courts of such state and waive any right to a jury trial. We will have title to the equipment at all times. This is a "true lease" and not a loan or installment sale. If this is later determined not to be a "true lease," you grant us a security interest in the equipment. You give us power of attorney to file UCC financing statements, and we may charge you a fee to cover documentation and other costs. You also agree this is a "finance lease" under Article 2A of the Uniform Commercial Code ("UCC"). You waive all rights and remedies you may have under the UCC, including those in Sections 2A-508 through 2A-522.

4. You must pay us for all sales, use, property and other taxes and administrative charges relating to your use or our ownership of the equipment. Unless we have given you a written option to buy the equipment at the end of the Lease for $1.00, we will be entitled to all tax benefits (such as depreciation, tax credits, etc.). If you do anything to disallow our getting these benefits, you will promptly indemnify (pay) us an equivalent amount. You will also indemnify us for all claims, suits, liabilities, damages and losses relating to this Lease or the use or ownership of the equipment. This promise will continue even after the Lease has ended. You accept all risks of loss and damage to the equipment. You must keep it insured against all risks of loss in an amount equal to the replacement cost and will have us listed on the policy as the "loss payee." If you do not give us proof of this insurance, we may, at our option, charge you a risk fee or get it insured ourselves and charge you for the cost.

5. Because this Lease is based on your own credit rating, you may not assign (transfer) the Lease or your rights to anyone else. You may not sub-lease or rent the equipment to anyone. We may sell or transfer our interests to another person or company, who will then have all of our rights but none of our obligations. Those obligations will continue to be ours. The rights we pass on to the new person or company will not be subject to any defenses, claims or set-offs you may assert against us.

ACCEPTANCE OF LEASE AGREEMENT

THIS IS A BINDING CONTRACT. IT CANNOT BE CANCELED. READ IT CAREFULLY BEFORE SIGNING, AND CALL US IF YOU HAVE ANY QUESTIONS.

X ______ Signature of Leasing Customer ______ Print Name of Signer ______ Title ______ Date

X ______ Accepted and Signed by American Business Systems ______ Print Name of Signer ______ Title ______ Date

PERSONAL GUARANTY

I HEREBY PERSONALLY AND UNCONDITIONALLY GUARANTEE ALL AMOUNTS OWED BY THE LEASING CUSTOMER UNDER THIS LEASE. I AGREE THAT THE LEASING COMPANY MAY EXTEND, TRANSFER AND AMEND THE LEASE AND I AGREE TO BE BOUND BY ALL SUCH CHANGES. I WAIVE ALL NOTICES, INCLUDING NOTICES OF DEMAND AND DEFAULT. I AGREE THE LEASING COMPANY MAY PROCEED AGAINST ME SEPARATELY FROM THE LEASING CUSTOMER. I HAVE AUTHORIZED THE LEASING COMPANY OR ITS DESIGNEE TO USE MY CONSUMER CREDIT REPORTS FROM TIME TO TIME IN ITS CREDIT EVALUATION AND COLLECTION PROCESSES. I CONSENT TO SUIT IN NEW JERSEY COURTS (OR THE COURTS OF THE STATE IN WHICH THE LEASING COMPANY'S ASSIGNEE IS LOCATED) AND I WAIVE TRIAL BY JURY.

GUARANTOR #1 (Print Name) ______ GUARANTOR #2 (Print Name) ______

X ______ Signature (Individually; No Titles) ______ Date X ______ Signature (Individually; No Titles) ______ Date

ACCEPTANCE OF DELIVERY

I AM AUTHORIZED TO SIGN THIS CERTIFICATE ON BEHALF OF THE LEASING CUSTOMER. I CERTIFY TO THE LEASING COMPANY THAT THE EQUIPMENT HAS BEEN DELIVERED AND IS FULLY INSTALLED AND WORKING PERFECTLY. I AUTHORIZE THE LEASING COMPANY TO PAY THE VENDOR AND COMMENCE THE LEASE.

X ______ Authorized Signature ______ Name and Title (Please Print) ______ Equipment Delivery Date

AMERICAN
BUSINESS SYSTEMS

EQUIPMENT LEASE CONTRACT FOR LEASES UNDER $50,000

Leasing Company ("Lessor," "We" or "Us"): American Business Systems

American Business Systems ■ 416 S. Jefferson ■ Springfield, MO 65806 ■ phone: 417.866.6083 ■ fax: 417.866.4275

LEASING CUSTOMER ("YOU")

Company Name (Exact business name): City of Willard

Address: P O Box 187 (Street) Willard (City) Greene (County) Mo (State) 65781 (Zip)

Phone: ( )742-5301 Fax: ( )742-3080 ☐ Corp. ☐ Limited Liability Corp. ☐ Partnership ☐ Proprietorship

Equipment Location: Police Department State of Incorporation/Organization:

Vendor: American Business Systems Address:

DESCRIPTION OF LEASED EQUIPMENT (include make, model and serial number. Attach schedule if necessary.) MUST BE COMPLETED

Lanier MP2852 s/n W42LC00581

PAYMENT SCHEDULE:

Lease Term (Mos.)	Total No. of Payments	Amount of Each Payment (plus applicable taxes)	Security Deposit	Payment Frequency
60	60	$51.00	$na	☑ Monthly ☐ Quarterly ☐ Other:

TERMS OF LEASE

1. You (the customer) want to acquire the above equipment from the above vendor. You want us (the leasing company) to buy it and then lease it to you. The Lease will not begin until we sign it, and once it starts it will continue for the entire Lease Term stated above. You will unconditionally pay us all amounts due, without any right to reduction or set-off. If we do not receive your payment by its due date, there will be a late fee equal to the greater of $20.00 or 15% of the late amount (or, if less, the maximum amount allowable under applicable law). We may charge you a partial payment to cover the time between delivery and the due date for the first regular payment. No more than 180 days and no less than 90 days prior to the end of the Lease Term, you shall give us written notice of your intention to either return the equipment to us or purchase the equipment by exercising the purchase option we may have given you. Provided you have given such timely notice, you shall, at your cost, return the equipment to us in good working condition in a manner and to a location designated by us, or remit the purchase option. If you fail to so notify us or, having notified us, you fail to return the equipment within 15 days after the end of the Lease Term, or you fail to remit the purchase option, the Lease shall automatically renew for another 12-month period under the same terms and conditions described herein. You agree to reimburse us for any cost we incur to refurbish returned equipment. You agree the security deposit will not bear interest and that we may apply it to any amount owed to us, and should we do so, you agree to restore the security deposit to its original amount. You may request the return of the security deposit only after all of your obligations under this Lease have been met in full. To expedite the Lease, you asked us to accept your faxed signature and have agreed it will be considered as good as your original signature and admissible in court as conclusive evidence of this Lease. You agree to allow us to adjust the payment amount above if the final equipment cost varies from the amount the payment was based upon.

2. You alone selected the vendor and the equipment. You asked us to buy it. We are not related to the vendor and we cannot get a refund, nor is the vendor allowed to waive or modify any term of this Lease. Therefore, the Lease cannot be canceled by you for any reason, even if the equipment fails or is damaged and it is not your fault. We are leasing it to you "as is" and we disclaim all express and implied warranties, including any warranty of merchantability or fitness for a particular purpose. You are responsible for all service. The vendor or manufacturer may have given you warranties. You may contact them to get a statement of those warranties, if any. We assign to you any warranties the vendor may have given us. You shall settle any dispute regarding the equipment's performance directly with the vendor. You promise that the equipment will be used only for business and not for personal, family or household purposes. You will keep and use the equipment only at the above location and shall not remove the equipment from such location or return it to us without our written consent.

3. If you do not pay us as agreed or fail to perform any other term of this Lease, you agree that we may (i) repossess the equipment and/or (ii) directly debit (charge) your bank account(s) and/or sue you for all past due rent and other charges and for all rent due in the future to the end of the Lease Term. You must also pay our legal, collection and other costs and interest on all monies due us. If we do not repossess, we may also directly debit and/or sue you for the "residual" (end of term) equipment value. This Lease will be governed by Missouri law or the law of the state in which our assignee is located. You agree to be subject to suit in the courts of such state and waive any right to a jury trial. We will have title to the equipment at all times. This is a "true lease" and not a loan or installment sale. If this is later determined not to be a "true lease," you grant us a security interest in the equipment. You give us power of attorney to file UCC financing statements, and we may charge you a fee to cover documentation and other costs. You also agree this is a "finance lease" under Article 2A of the Uniform Commercial Code ("UCC"). You waive all rights and remedies you may have under the UCC, including those in Sections 2A-508 through 2A-522.

4. You must pay us for all sales, use, property and other taxes and administrative charges relating to your use or our ownership of the equipment. Unless we have given you a written option to buy the equipment at the end of the Lease for $1.00, we will be entitled to all tax benefits (such as depreciation, tax credits, etc.). If you do anything to disallow our getting these benefits, you will promptly indemnify (pay) us an equivalent amount. You will also indemnify us for all claims, suits, liabilities, damages and losses relating to this Lease or the use or ownership of the equipment. This promise will continue even after the Lease has ended. You accept all risks of loss and damage to the equipment. You must keep it insured against all risks of loss in an amount equal to the replacement cost and will have us listed on the policy as the "loss payee." If you do not give us proof of this insurance, we may, at our option, charge you a risk fee or get it insured ourselves and charge you for the cost.

5. Because this Lease is based on your own credit rating, you may not assign (transfer) the Lease or your rights to anyone else. You may not sub-lease or rent the equipment to anyone. We may sell or transfer our interests to another person or company, who will then have all of our rights but none of our obligations. Those obligations will continue to be ours. The rights we pass on to the new person or company will not be subject to any defenses, claims or set-offs you may assert against us.

ACCEPTANCE OF LEASE AGREEMENT

THIS IS A BINDING CONTRACT. IT CANNOT BE CANCELED. READ IT CAREFULLY BEFORE SIGNING, AND CALL US IF YOU HAVE ANY QUESTIONS.

X

Signature of Leasing Customer Print Name of Signer Title Date

X

Accepted and Signed by American Business Systems Print Name of Signer Title Date

PERSONAL GUARANTY

I HEREBY PERSONALLY AND UNCONDITIONALLY GUARANTEE ALL AMOUNTS OWED BY THE LEASING CUSTOMER UNDER THIS LEASE. I AGREE THAT THE LEASING COMPANY MAY EXTEND, TRANSFER AND AMEND THE LEASE AND I AGREE TO BE BOUND BY ALL SUCH CHANGES. I WAIVE ALL NOTICES, INCLUDING NOTICES OF DEMAND AND DEFAULT. I AGREE THE LEASING COMPANY MAY PROCEED AGAINST ME SEPARATELY FROM THE LEASING CUSTOMER. I HAVE AUTHORIZED THE LEASING COMPANY OR ITS DESIGNEE TO USE MY CONSUMER CREDIT REPORTS FROM TIME TO TIME IN ITS CREDIT EVALUATION AND COLLECTION PROCESSES. I CONSENT TO SUIT IN NEW JERSEY COURTS (OR THE COURTS OF THE STATE IN WHICH THE LEASING COMPANY'S ASSIGNEE IS LOCATED) AND I WAIVE TRIAL BY JURY.

GUARANTOR #1 (Print Name) GUARANTOR #2 (Print Name)

X X

Signature (Individually, No Titles) Date Signature (Individually, No Titles) Date

ACCEPTANCE OF DELIVERY

I AM AUTHORIZED TO SIGN THIS CERTIFICATE ON BEHALF OF THE LEASING CUSTOMER. I CERTIFY TO THE LEASING COMPANY THAT THE EQUIPMENT HAS BEEN DELIVERED AND IS FULLY INSTALLED AND WORKING PERFECTLY. I AUTHORIZE THE LEASING COMPANY TO PAY THE VENDOR AND COMMENCE THE LEASE.

X

Authorized Signature Name and Title (Please Print) Equipment Delivery Date

EQUIPMENT LEASE CONTRACT FOR LEASES UNDER $50,000

Leasing Company ("Lessor," "We" or "Us"): American Business Systems

AMERICAN BUSINESS SYSTEMS

American Business Systems ■ 416 S. Jefferson ■ Springfield, MO 65806 ■ phone: 417.866.5083 ■ fax: 417.866.4275

LEASING CUSTOMER ("YOU")

Company Name (Exact business name): City of Willard

Address: P O Box 187 (Street) Willard (City) Greene (County) Mo. (State) 65781 (Zip)

Phone: ( ) 742-5301 Fax: ( ) 742-3080 ☐ Corp. ☐ Limited Liability Corp. ☐ Partnership ☐ Proprietorship

Equipment Location: City Hall State of Incorporation/Organization: ______

Vendor: ______ Address: ______

DESCRIPTION OF LEASED EQUIPMENT (Include make, model and serial number. Attach schedule if necessary.) *MUST BE COMPLETED*

Lanier MPC4502sp s/n W512LC00167

PAYMENT SCHEDULE:

Lease Term (Mos.)	Total No. of Payments	Amount of Each Payment (plus applicable taxes)	Security Deposit	Payment Frequency
60	60	$119.00	$na	☑ Monthly ☐ Quarterly ☐ Other:

TERMS OF LEASE

1. You (the customer) want to acquire the above equipment from the above vendor. You want us (the leasing company) to buy it and then lease it to you. The Lease will not begin until we sign it, and once it starts it will continue for the entire Lease Term stated above. You will unconditionally pay us all amounts due, without any right to reduction or set-off. If we do not receive your payment by its due date, there will be a late fee equal to the greater of $20.00 or 15% of the late amount (or, if less, the maximum amount allowable under applicable law). We may charge you a partial payment to cover the time between delivery and the due date for the first regular payment. No more than 180 days and no less than 90 days prior to the end of the Lease Term, you shall give us written notice of your intention to either return the equipment to us or purchase the equipment by exercising the purchase option we may have given you. Provided you have given such timely notice, you shall, at your cost, return the equipment to us in good working condition in a manner and to a location designated by us, or remit the purchase option. If you fail to so notify us or, having notified us, you fail to return the equipment within 15 days after the end of the Lease Term, or you fail to remit the purchase option, the Lease shall automatically renew for another 12-month period under the same terms and conditions described herein. You agree to reimburse us for any cost we incur to refurbish returned equipment. You agree the security deposit will not bear interest and that we may apply it to any amount owed to us, and should we do so, you agree to restore the security deposit to its original amount. You may request the return of the security deposit only after all of your obligations under this Lease have been met in full. To expedite the Lease, you asked us to accept your faxed signature and have agreed it will be considered as good as your original signature and admissible in court as conclusive evidence of this Lease. You agree to allow us to adjust the payment amount above if the final equipment cost varies from the amount the payment was based upon.

2. You alone selected the vendor and the equipment. You asked us to buy it. We are not related to the vendor and we cannot get a refund, nor is the vendor allowed to waive or modify any term of this Lease. Therefore, the Lease cannot be canceled by you for any reason, even if the equipment fails or is damaged and it is not your fault. We are leasing it to you "as is" and we disclaim all express and implied warranties, including any warranty of merchantability or fitness for a particular purpose. You are responsible for all service. The vendor or manufacturer may have given you warranties. You may contact them to get a statement of those warranties, if any. We assign to you any warranties the vendor may have given us. You shall settle any dispute regarding the equipment's performance directly with the vendor. You promise that the equipment will be used only for business and not for personal, family or household purposes. You will keep and use the equipment only at the above location and shall not remove the equipment from such location or return it to us without our written consent.

3. If you do not pay us as agreed or fail to perform any other term of this Lease, you agree that we may (i) repossess the equipment and/or (ii) directly debit (charge) your bank account(s) and/or sue you for all past due rent and other charges and for all rent due in the future to the end of the Lease Term. You must also pay our legal, collection and other costs and interest on all monies due us. If we do not repossess, we may also directly debit and/or sue you for the "residual" (end of term) equipment value. This Lease will be governed by Missouri law or the law of the state in which our assignee is located. You agree to be subject to suit in the courts of such state and waive any right to a jury trial. We will have title to the equipment at all times. This is a "true lease" and not a loan or installment sale. If this is later determined not to be a "true lease," you grant us a security interest in the equipment. You give us power of attorney to file UCC financing statements; and we may charge you a fee to cover documentation and other costs. You also agree this is a "finance lease" under Article 2A of the Uniform Commercial Code ("UCC"). You waive all rights and remedies you may have under the UCC, including those in Sections 2A-508 through 2A-522.

4. You must pay us for all sales, use, property and other taxes and administrative charges relating to your use or our ownership of the equipment. Unless we have given you a written option to buy the equipment at the end of the Lease for $1.00, we will be entitled to all tax benefits (such as depreciation, tax credits, etc.). If you do anything to disallow our getting these benefits, you will promptly indemnify (pay) us an equivalent amount. You will also indemnify us for all claims, suits, liabilities, damages and losses relating to this Lease or the use or ownership of the equipment. This promise will continue even after the Lease has ended. You accept all risks of loss and damage to the equipment. You must keep it insured against all risks of loss in an amount equal to the replacement cost and will have us listed on the policy as the "loss payee." If you do not give us proof of this insurance, we may, at our option, charge you a risk fee or get it insured ourselves and charge you for the cost.

5. Because this Lease is based on your own credit rating, you may not assign (transfer) the Lease or your rights to anyone else. You may not sub-lease or rent the equipment to anyone. We may sell or transfer our interests to another person or company, who will then have all of our rights but none of our obligations. Those obligations will continue to be ours. The rights we pass on to the new person or company will not be subject to any defenses, claims or set-offs you may assert against us.

ACCEPTANCE OF LEASE AGREEMENT

THIS IS A BINDING CONTRACT. IT CANNOT BE CANCELED. READ IT CAREFULLY BEFORE SIGNING, AND CALL US IF YOU HAVE ANY QUESTIONS.

X ______
Signature of Leasing Customer Print Name of Signer Title Date

X ______
Accepted and Signed by American Business Systems Print Name of Signer Title Date

PERSONAL GUARANTY

I HEREBY PERSONALLY AND UNCONDITIONALLY GUARANTEE ALL AMOUNTS OWED BY THE LEASING CUSTOMER UNDER THIS LEASE. I AGREE THAT THE LEASING COMPANY MAY EXTEND, TRANSFER AND AMEND THE LEASE AND I AGREE TO BE BOUND BY ALL SUCH CHANGES. I WAIVE ALL NOTICES, INCLUDING NOTICES OF DEMAND AND DEFAULT. I AGREE THE LEASING COMPANY MAY PROCEED AGAINST ME SEPARATELY FROM THE LEASING CUSTOMER. I HAVE AUTHORIZED THE LEASING COMPANY OR ITS DESIGNEE TO USE MY CONSUMER CREDIT REPORTS FROM TIME TO TIME IN ITS CREDIT EVALUATION AND COLLECTION PROCESSES. I CONSENT TO SUIT IN NEW JERSEY COURTS (OR THE COURTS OF THE STATE IN WHICH THE LEASING COMPANY'S ASSIGNEE IS LOCATED) AND I WAIVE TRIAL BY JURY.

GUARANTOR #1 (Print Name) ______ GUARANTOR #2 (Print Name) ______

X ______ X ______
Signature (Individually; No Titles) Date Signature (Individually; No Titles) Date

ACCEPTANCE OF DELIVERY

I AM AUTHORIZED TO SIGN THIS CERTIFICATE ON BEHALF OF THE LEASING CUSTOMER. I CERTIFY TO THE LEASING COMPANY THAT THE EQUIPMENT HAS BEEN DELIVERED AND IS FULLY INSTALLED AND WORKING PERFECTLY. I AUTHORIZE THE LEASING COMPANY TO PAY THE VENDOR AND COMMENCE THE LEASE.

X ______
Authorized Signature Name and Title (Please Print) Equipment Delivery Date

American Business Systems Company Inc.

416 S. Jefferson Ave., Springfield, MO 65806 Ph: (417) 866-5083

AMERICAN BUSINESS SYSTEMS

Complete Copy Care Agreement (CCC)

Customer	Full Legal Name: City of Willard			Phone Number: 742-5301	Fax Number: 742-3080
	Billing Address: PO Box 187	City: Willard	State: Mo Zip: 65781		e-mail

Equipment	Make	Model	Serial Number	ABS Number	Starting Meters	
	Lanier	MPC4502	W5n2LC00167	22923	Black 28	Color 14
					Black	Color

American Business Systems agrees to: 1.) Provide service between 8:00 am – 5:00 pm Monday-Friday excluding holidays stated by American Business Systems. 2.) Provide all labor charges, parts and service mileage under normal use. 3.) Provide all replacement parts, black developer, black /color toner, photo drums and preventative maintenance. 4.) Train Customer personnel in the use of the equipment at the time of installation.

The customer agrees to: 1.) Provide a suitable location for the equipment based on requirements stated by the manufacturer. 2.) Make no alternation to the equipment and will not remove, cover, or deface nameplate. 3.) Notify AMERICAN BUSINESS SYSTEMS CO, INC. prior to any movement of the equipment. 4.) Report monthly usage when requested by American Business Systems. 5.) Order supplies, add toner, remove simple misfeeds, remove and change used toner receptacle when needed as stated in equipment owner's manual. 6.) Place service calls to American Business Systems 8:00 am to 5:00 pm, Monday through Friday.

Contract Exclusions: 1.) Any service calls due to use of supplies not purchased from American Business Systems. 2.) Any service calls due to the improper installation of customer replaceable supplies. 3.) Any service calls due to foreign objects in the copier. 4.) Any exterior hardware including but not limited to: doors, cover, hinges, operation panels, stand, wheels, castors, work tables, exit trays, platen lids, ADF cover, paper cassettes, manuals, drivers, etc. which may become broken, lost, or damaged. 5.) PAPER or STAPLES. 6.) Any major in-shop rebuilding for machines that have exceeded their serviceable lives. 7.) Any board replacement or board repairs unless an American Business Systems approved surge protection device is installed in-line with the above listed equipment. 8.) Replacement or repair of any printing or networking devices including but not limited to: print controllers, print memory, storage devices, drives, harnesses, wiring, hard drives, mice, monitors, keyboards, or network cards. 9.) Any service call related to media outside the machine specifications or any media related issues. 10.) Any and all information stored in any hardware memory, hard drives, or elsewhere in this machine which is lost due to software, firmware, or hardware upgrades, electrical anomalies, or machine malfunctions. 11.) Service calls due to failure or changes made to customer's network.

TERMS AND CONDITIONS OF CCC AGREEMENT: **1.) THIS IS AN UNCONDITIONAL, NON-TRANSFERRABLE, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED BELOW.** 2.) The agreement is based on an annual agreement. 3.) This agreement is for the period stated. 4.) This agreement will automatically renew each year thereafter at the then current rate unless cancelled in writing by either party at least thirty (30) days prior to the expiration date. 5.) This agreement shall become binding when it has been accepted by American Business Systems Co. Inc. 6.) American Business Systems may withhold service or terminate agreement for any account that is more than thirty (30) days past due from the invoice date. 7.) The customer understands that liability with respect to any property damage or injury (including death) to persons arising out of, or connected with; services performed under this agreement, is limited strictly to that imposed by law and that there is no contract imposing any greater degree of liability on American Business Systems Co. Inc. 8.) The transfer of equipment covered by this agreement to a location outside normal servicing area will exclude it from the terms of responsibility towards American Business Systems Co. Inc. 9.) Customer shall indemnify and save American Business Systems Co. Inc. harmless from any and all liability, loss, damages expense, causes of action, suits, and claims for judgments arising from injury to persons or property resulting from or based on condition after it has been delivered to the customer by American Business Systems Co. Inc. 10.) Damaged caused from other than normal wear will be charged normal labor rates and parts cost to the customer. 11.) There will not be any refunds for terminated agreements. 12.) The agreement only covers the unit and approved accessories. 13.) Excludes aftermarket accessories unless approved by the American Business Systems Co. Inc. 14.) Service and supply charges per image are based on estimated toner yields: The estimated toner yields are based on 5% density image on black and 20% color if applicable for letter-sized original. Excessive toner fill usage may result in additional charges above the normal Complete Copy Care charge. Fuel surcharge may be charged if applicable. 15.) Service calls due to usage of supplies NOT purchased from American Business Systems Co. Inc. or calls related to media or volumes outside the machine specifications are not covered under this agreement.

Term (Year)	Minimum Payment (without taxes)	Minimum Payment Due	Images Included
5 years	$362.25	___ Monthly X Quarterly ___ Other ______	31,500 3600
Additional Images		Meter Reading/Billing for Additional Images	
Black .0059	Color .049	___ Monthly X Quarterly ___ Other ______	

Remarks: Location: City Hall

American Business Systems:

Signature: ______

Date: ______

Title: ______

Customer: X

Signature: X

Date: ______

Title: ______

American Business Systems Company Inc.
416 S. Jefferson Ave., Springfield, MO 65806 Ph: (417) 866-5083

AMERICAN BUSINESS SYSTEMS

Complete Copy Care Agreement (CCC)

Customer	Full Legal Name: City of Willard	Phone Number: 742-5301	Fax Number: 742-3080
	Billing Address: P O Box 187 City: Willard State: Mo Zip: 65781		e-mail

Equipment	Make	Model	Serial Number	ABS Number	Starting Meters	
	Lanier	MP2852	W422LC00577	22926	Black 60	Color
					Black	Color

American Business Systems agrees to: 1.) Provide service between 8:00 am – 5:00 pm Monday-Friday excluding holidays stated by American Business Systems. 2.) Provide all labor charges, parts and service mileage under normal use. 3.) Provide all replacement parts, black developer, black /color toner, photo drums and preventative maintenance. 4.) Train Customer personnel in the use of the equipment at the time of installation.

The customer agrees to: 1.) Provide a suitable location for the equipment based on requirements stated by the manufacturer. 2.) Make no alternation to the equipment and will not remove, cover, or deface nameplate. 3.) Notify AMERICAN BUSINESS SYSTEMS CO, INC. prior to any movement of the equipment. 4.) Report monthly usage when requested by American Business Systems. 5.) Order supplies, add toner, remove simple misfeeds, remove and change used toner receptacle when needed as stated in equipment owner's manual. 6.) Place service calls to American Business Systems 8:00 am to 5:00 pm, Monday through Friday.

Contract Exclusions: 1.) Any service calls due to use of supplies not purchased from American Business Systems. 2.) Any service calls due to the improper installation of customer replaceable supplies. 3.) Any service calls due to foreign objects in the copier. 4.) Any exterior hardware including but not limited to: doors, cover, hinges, operation panels, stand, wheels, castors, work tables, exit trays, platen lids, ADF cover, paper cassettes, manuals, drivers, etc. which may become broken, lost, or damaged. 5.) PAPER or STAPLES. 6.) Any major in-shop rebuilding for machines that have exceeded their serviceable lives. 7.) Any board replacement or board repairs unless an American Business Systems approved surge protection device is installed in-line with the above listed equipment. 8.) Replacement or repair of any printing or networking devices including but not limited to: print controllers, print memory, storage devices, drives, harnesses, wiring, hard drives, mice, monitors, keyboards, or network cards. 9.) Any service call related to media outside the machine specifications or any media related issues. 10.) Any and all information stored in any hardware memory, hard drives, or elsewhere in this machine which is lost due to software, firmware, or hardware upgrades, electrical anomalies, or machine malfunctions. 11.) Service calls due to failure or changes made to customer's network.

TERMS AND CONDITIONS OF CCC AGREEMENT: 1.) THIS IS AN UNCONDITIONAL, NON-TRANSFERRABLE, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED BELOW. 2.) The agreement is based on an annual agreement. 3.) This agreement is for the period stated. 4.) This agreement will automatically renew each year thereafter at the then current rate unless cancelled in writing by either party at least thirty (30) days prior to the expiration date. 5.) This agreement shall become binding when it has been accepted by American Business Systems Co. Inc. 6.) American Business Systems may withhold service or terminate agreement for any account that is more than thirty (30) days past due from the invoice date. 7.) The customer understands that liability with respect to any property damage or injury (including death) to persons arising out of, or connected with; services performed under this agreement, is limited strictly to that imposed by law and that there is no contract imposing any greater degree of liability on American Business Systems Co. Inc. 8.) The transfer of equipment covered by this agreement to a location outside normal servicing area will exclude it from the terms of responsibility towards American Business Systems Co. Inc. 9.) Customer shall indemnify and save American Business Systems Co. Inc. harmless from any and all liability, loss, damages expense, causes of action, suits, and claims for judgments arising from injury to persons or property resulting from or based on condition after it has been delivered to the customer by American Business Systems Co. Inc. 10.)Damaged caused from other than normal wear will be charged normal labor rates and parts cost to the customer. 11.) There will not be any refunds for terminated agreements. 12.) The agreement only covers the unit and approved accessories. 13.) Excludes aftermarket accessories unless approved by the American Business Systems Co. Inc. 14.) Service and supply charges per image are based on estimated toner yields. The estimated toner yields are based on 5% density image on black and 20% color if applicable for letter-sized original. Excessive toner fill usage may result in additional charges above the normal Complete Copy Care charge. Fuel surcharge may be charged if applicable. 15.) Service calls due to usage of supplies NOT purchased from American Business Systems Co. Inc. or calls related to media or volumes outside the machine specifications are not covered under this agreement.

Term (Year)	Minimum Payment (without taxes)	Minimum Payment Due	Images Included
5 year	$111.51	___ Monthly X Quarterly ___ Other ___	18,900
Additional Images		Meter Reading/Billing for Additional Images	
Black .0059	Color	___ Monthly X Quarterly ___ Other ___	

Remarks: Location: Parks Dept.

American Business Systems:

Signature: ______

Date: ______

Title: ______

Customer: X ______

Signature: X ______

Date: ______

Title: ______

AMERICAN BUSINESS SYSTEMS

American Business Systems Company Inc.
416 S. Jefferson Ave., Springfield, MO 65806 Ph: (417) 866-5083

Complete Copy Care Agreement (CCC)

Customer					
Full Legal Name: City of Willard			Phone Number: 742-5301		Fax Number: 742-3080
Billing Address: PO Box 187	City: Willard		State: MO	Zip: 65781	e-mail

Equipment						
Make	Model	Serial Number	ABS Number	Starting Meters	
Lanier	MP2852	W42LC00581	22927	Black 39	Color
				Black	Color

American Business Systems agrees to: 1.) Provide service between 8:00 am – 5:00 pm Monday-Friday excluding holidays stated by American Business Systems. 2.) Provide all labor charges, parts and service mileage under normal use. 3.) Provide all replacement parts, black developer, black /color toner, photo drums and preventative maintenance. 4.) Train Customer personnel in the use of the equipment at the time of installation.

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TERMS AND CONDITIONS OF CCC AGREEMENT: **1.) THIS IS AN UNCONDITIONAL, NON-TRANSFERRABLE, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED BELOW.** 2.) The agreement is based on an annual agreement. 3.) This agreement is for the period stated. 4.) This agreement will automatically renew each year thereafter at the then current rate unless cancelled in writing by either party at least thirty (30) days prior to the expiration date. 5.) This agreement shall become binding when it has been accepted by American Business Systems Co. Inc. 6.) American Business Systems may withhold service or terminate agreement for any account that is more than thirty (30) days past due from the invoice date. 7.) The customer understands that liability with respect to any property damage or injury (including death) to persons arising out of, or connected with; services performed under this agreement, is limited strictly to that imposed by law and that there is no contract imposing any greater degree of liability on American Business Systems Co. Inc. 8.) The transfer of equipment covered by this agreement to a location outside normal servicing area will exclude it from the terms of responsibility towards American Business Systems Co. Inc. 9.) Customer shall indemnify and save American Business Systems Co, Inc. harmless from any and all liability, loss, damages expense, causes of action, suits, and claims for judgments arising from injury to persons or property resulting from or based on condition after it has been delivered to the customer by American Business Systems Co. Inc. 10.) Damaged caused from other than normal wear will be charged normal labor rates and parts cost to the customer. 11.) There will not be any refunds for terminated agreements. 12.) The agreement only covers the unit and approved accessories. 13.) Excludes aftermarket accessories unless approved by the American Business Systems Co. Inc. 14.) Service and supply charges per image are based on estimated toner yields. The estimated toner yields are based on 5% density image on black and 20% color if applicable for letter-sized original. Excessive toner fill usage may result in additional charges above the normal Complete Copy Care charge. Fuel surcharge may be charged if applicable. 15.) Service calls due to usage of supplies NOT purchased from American Business Systems Co. Inc. or calls related to media or volumes outside the machine specifications are not covered under this agreement.

Term (Year)	Minimum Payment (without taxes)	Minimum Payment Due	Images Included
5 year	$61.07	___ Monthly X Quarterly ___ Other ______	10350
Additional Images		Meter Reading/Billing for Additional Images	
Black .0059	Color	___ Monthly X Quarterly ___ Other ______	

Remarks: Location: Police Station

American Business Systems:

Signature: ______________________

Date: ______________________

Title: ______________________

Customer: X ______________________

Signature: X ______________________

Date: ______________________

Title: ______________________

FISCAL FUNDING ADDENDUM

LESSEE

Full Legal Name City of Willard DBA Name (If Any) ______

Billing Address ______ Phone Number ______

City ______ County ______ State ______ Zip Code ______

Lease Number ______ Lease Date ______

Lessee warrants that it has funds available to pay all rents (the "Lease Payments") payable under the above - identified Lease until the end of Lessee's current appropriation periods. If Lessee's legislative body or other funding authority does not appropriate funds for Lease Payments for any subsequent appropriation period and Lessee does not otherwise have funds available to lawfully pay the Lease Payments (a "Non-Appropriation Event") Lessee may, subject to the conditions herein and upon prior written notice to Lessor (the "Non-Appropriation Notice"), effective sixty (60) days after the later of Lessor's receipt of same or the end of the Lessee's current appropriation period (the "Non-Appropriation Date"), terminate the Lease and be released of its obligation to make all Lease Payments due Lessor coming due after the Non-Appropriation Date. As a condition to exercising its rights under the Addendum Lessee shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Lessor an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment subject to the Lease (the "Equipment") on or before the Non-Appropriation Date to Lessor or a location designated by Lessor, in the condition required by, and in accordance with the return provisions of, the Lease and at Lessee's expense, and (4) pay Lessor all sums payable to Lessor under the Lease up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Lessor shall retain all sums paid hereunder or under the Lease by Lessee, including the Security Deposit (if any) specified in the Lease.

Lessee further represents, warrants and covenants for the benefit of Lessor that:

(a) Lessee is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State.

(b) Lessee is authorized under the constitution and laws of the State, and has been duly authorized to enter into this Lease and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) This Lease constitutes the legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(d) Lessee has complied with such public bidding requirements as may be applicable to this Lease.

(e) The Equipment described in this Lease is essential to the function of the Lessee or to the service Lessee provides to its citizens. The Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future.

(f) Lessee has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

This Addendum is not intended to permit Lessee to terminate the Lease at will or for convenience.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

LESSEE SIGNATURE

Signature X ______
(MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)

Print Name X ______

Title X ______ Date ______

Name of Government Entity X ______

ACCEPTED BY LESSOR

Signature X ______

Print Name ______

Title ______ Date ______

Name of Corporation or Partnership ______

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