

CITY OF WILLARD, MISSOURI

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



COPY

MEETING AGENDA AND PACKET

BOARD OF ALDERMEN

Regular Meeting

January 14, 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
January 14, 2013
7:00 P.M.**

Notice posted on January 10, 2013

Notice is hereby given that the City of Willard, Board of Aldermen will conduct a meeting at 7:00 p.m., January 14, 2013 at Willard City Hall, 224 W. Jackson, Willard, Missouri.

The tentative agenda of this meeting includes:

PLEDGE OF ALLEGIANCE

Call the meeting to order

Roll Call

1. **Agenda Amendments/Approval of Agenda**
2. **Approval of Meeting Minutes:**
Approve the minutes of the regular meeting on December 10, 2012
3. **Citizen Input (*5 minute limit per person*)**
4. **Financial Reports**
 - a. December Outstanding Invoices
5. **Questions for the City Administrator and Department Heads**
6. **Staff discussion of the Planning and Zoning Commission's recommendation for the rezoning request from R-1 to C-2 for tract 2 of the MD Subdivision and an adjacent legal tract.**

**PUBLIC HEARING TO CONSIDER THE REQUEST FOR REZONING FROM
R-1 to C-2 FOR TRACT 2 OF THE MD MINOR SUBDIVISION AND AN
ADJACENT LEGAL TRACT.**

7. **Discussion/Vote on the ordinance for the rezoning request from R-1 to C-2 for tract 2 of the MD Subdivision and an adjacent legal tract.**
(1st and 2nd Reading)
 - a. Citizen Input
 - b. Discussion/Vote

8. **MoDot/City of Willard Ordinance for the Hwy160/Hunt Rd. intersection project.
(1st and 2nd Reading)**
 - a. Citizen Input
 - b. Discussion/Vote
9. **Ordinance accepting the 2013 Land O' Frost Contract (1st and 2nd Reading)**
 - a. Citizen Input
 - b. Discussion/Vote
10. **Ordinance amending the Olsson Associates Contract (1st and 2nd Reading)**
 - a. Citizen Input
 - b. Discussion/Vote
11. **Amendment to the Order of Business Ordinance (1st Reading)**
 - a. Citizen Input
 - b. Discussion/Vote
12. **Discussion and Action of Board of IRS Mileage Reimbursement Changes**
13. **Discussion and Action of Board of change order # 2 for the city's waterline project**
14. **Old Business**
15. **Adjourn meeting**
16. **Adjourn open session**
17. **Closed Session pursuant to Section 610.021 # (1) Legal and (3) Personnel**
18. **Adjourn executive session**

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
December 10, 2012**

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

Staff present: Dale Duvall, City Clerk; Nicholas Heatherly, City Administrator; Randy Brown, Director of Development; Whitney Shoffner, Director of Community Services; Justin Reaves, Public Works Director; Reaves; Tom McClain, Police Chief; Bill Lingensfielser, Reserve Police Officer; Amanda Allen, Kendall McTeer, Dustin Long, Jeremiah Tayman, Steve Purdy and Bob Bell.

City Attorney Ken Reynolds was also present.

Citizens in attendance: Jim Vaughn, Kelly Schlinder, Kirk Reischer of Advisor Insurance, Deanna Allen, Blaine Kennard, C. Williams, Don Lee, Beby Lee, Steve Horn, Amber Jacobson, Tina Woods, Ralph Tate, Trevor Hoffman, Andrew Smith, Ryan Peppson of Olsson Associates, Linda Shoffner, Brooke Kaufmann, Beth Jones, Steve Hill and Greg Williams of Connell Insurance.

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 Hemphill 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 November 13, 2012

Motion made by Alderman Simmons and seconded by Alderman Trapp. Alderman Vincent-Aye, Alderman Johnson-Abstained, Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye and Alderman Hemphill-Aye. Five votes aye. One abstention due to absence. Motion carried.

Ceremonial Matters – The City Clerk, conducted the oaths of office for Police Officer, Jeremiah Tayman and Police Officer Steve Purdy.

Citizen Input

Steve Horn, Amber Jacobson, Brooke Kaufman, Don Lee and Linda Shoffner all spoke to the Board in praise and recognition of Director of Community Services, Whitney Shoffner and all that she has and is doing for the Parks Department. They spoke of their disagreement of the error made in the hiring process of the position, all stating that they believe that Whitney is the best person for the job and that she has not been treated properly or fairly by some of the Board members and a few others.

Financial Report

November outstanding invoices - Motion made by Alderman Simmons and seconded by Alderman Vincent to approve the invoices. Alderman Vincent-Aye, Alderman Johnson-Aye, Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye and Alderman Hemphill-Aye. All votes aye. Motion carried.

Questions for the City Administrator and Department Heads

Alderman Hemphill asked the Public Works Director if there was a water loss report to show the Board. The Director and the City Administrator stated that there was not but that could make one to present to the Board. The Mayor asked for the report to be presented to the Board monthly. The City Administrator agreed to make that change.

Alderman Vincent asked the City Administrator about the progress on the Mill St. sidewalk project. The City Administrator advised him that we have one homeowner who does not want to sign and that staff is working to see if there is a remedy.

Staff discussion of the Planning and Zoning Commission's recommendation for the rezoning request from R-3 to C-2 for the Goodwyn/Freedom Bank Minor Subdivision

The City Administrator reviewed the staff report for the rezoning request.

PUBLIC HEARING TO CONSIDER THE REQUEST FOR REZONING FROM R-3 TO C-2 FOR A PORTION OF THE GOODWYN/FREEDOM BANK MINOR SUBDIVISION

The public hearing was opened by the City Attorney at 7:18 p.m.

Ryan Jeepson of Olsson Associates addressed the Board and explained the new rezoning request. The City Administrator also briefly spoke about the project showing on a map, the areas included in the rezoning request.

There was no further comment.

The public hearing was closed by the City Attorney at 7:25 p.m.

Discussion/Vote on the ordinance for the rezoning request from R-3 to C-2 for the Goodwyn/Freedom Bank Minor Subdivision (1st and 2nd Reading)

First Reading: 12-10-2012

Council Bill No.: 12-53

Second Reading: 12-10-2012

Ordinance No.: 121210

AN ORDINANCE

AMENDING the Willard Land Use Regulations, Section 400.380A, City of Willard Zoning Map, by rezoning part of the Minor Subdivision for Goodwyn/Freedom Bank from R-3 Multi-Family Residence District to C-2 General Commercial District, all within the City of Willard, and declaring an emergency.

First read was conducted by the City Clerk

- a. Citizen Input-None
- b. Discussion/Vote-Alderman Vincent and Alderman Simmons both spoke in favor of this rezoning request. **Motion** made by Alderman Simmons 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

- a. Citizen Input-None
- b. Discussion/Vote- **Motion** made by Alderman Vincent and seconded by Alderman Hemphill 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.

Discussion/Vote on the ordinance for the proposed final plat for the ATM Commercial Subdivision. (1st and 2nd Reading)

First Reading: 12-10-2012

Council Bill No.: 12-54

Second Reading: 12-10-2012

Ordinance No.: 121210A

AN ORDINANCE

***AUTHORIZING** the acceptance of the public streets and easements to the City of Willard as shown on the Preliminary Plat of ATM Commercial Subdivision for Phase 1, generally located in the southeast corner of State Hwy AB and State Hwy 160, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the Mayor to execute all agreements and easements necessary to ensure compliance with all requirements of the Land Development Regulations of the City of Willard, and authorizing the City Clerk to sign the final plat upon compliance with the terms of this ordinance. (Planning and Zoning Commission and staff recommend that the Board of Aldermen accept the public streets and easements).*

First read was conducted by the City Clerk

- a. Citizen Input-None
- b. Discussion/Vote- The City Administrator spoke briefly about this final plat request. **Motion** made by Alderman Vincent and seconded by Alderman Simmons 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

- a. Citizen Input-None
- b. Discussion/Vote- **Motion** made by Alderman Hemphill and seconded by Alderman Trapp 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.

Amendment to the Order of Business Ordinance (1st Reading)

AN ORDINANCE

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

First read was conducted by the City Clerk

- a. Citizen Input-None
- b. Discussion/Vote- Alderman Roggensees asked for item # 9 to read "department reports" instead of communication with staff. Alderman Hemphill asked for "new business" to be added as a regular agenda item. After discussion among the Board the City Administrator stated that staff would revise the ordinance and bring it back to the Board at the next meeting. There was no motion made to pass the first read.

Ordinance accepting the rezoning of the Crighton and Goodwyn Enterprises Inc. Minor Subdivision (1st and 2nd Reading)

First Reading: 12-10-2012

Council Bill No.: 12-55

Second Reading: 12-10-2012

Ordinance No.: 121210B

AN ORDINANCE

AMENDING the Willard Land Use Regulations, Section 400.380A, City of Willard Zoning Map, by rezoning Part of Tract 1 and all of Tract 3 of the Crighton and Goodwyn Enterprises, Inc. Minor Subdivision located at the Southwest corner of Hughes Road and U.S. Highway 160 all within the City of Willard, and declaring an emergency.

First read was conducted by the City Clerk

- a. Citizen Input-Ralph Tate, attorney for the developer asked if there were any questions. There were no questions presented.
- b. Discussion/Vote-**Motion** made by Alderman Vincent 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-Aye. All votes aye. Motion carried.

Second read was conducted by the City Clerk

- a. Citizen Input-None
- b. Discussion/Vote- **Motion** made by Alderman Simmons and seconded by Alderman Hemphill 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.

2013 Proposed Liability and Property Insurance Renewal Ordinance(1st and 2nd Reading)

The City Administrator reviewed the pricing sheet for both companies that staff was presenting as an option for the city's insurance.

AN ORDINANCE (Option 1)

ACCEPTING the proposal of Savers Property and Casualty Insurance Company through Missouri Rural Services Corporation to provide property and casualty insurance for the City of Willard, and authorizing the Mayor to execute all necessary documents, on behalf of the City of Willard, to accept and declaring an emergency.

First read was conducted by the City Clerk

- a. Citizen Input-Kirk Reisner of Advisor Insurance spoke to the Board regarding his bid for Savers Insurance. Mr. Reisner explained the difference between insurance and coverage in an insurance "pool". Mr. Williams of Connell Insurance spoke to the Board about his company's bid for Midwest Public Risk.
- b. Discussion/Vote-The Board decided after discussion, to go with Midwest Public Risk due to the difference between the two companies in the bid pricing. No motion was made on option 1.

First Reading: 12-10-2012
Council Bill No.: 12-56

Second Reading: 12-10-2012
Ordinance No.: 121210C

AN ORDINANCE (Option 2)

ACCEPTING the proposal of Midwest Public Risk to provide property and casualty insurance for the City of Willard, and authorizing the Mayor to execute all necessary documents, on behalf of the City of Willard, to accept and declaring an emergency.

First read was conducted by the City Clerk

- a. Citizen Input-None
- b. Discussion/Vote-**Motion** made by Alderman Simmons 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

a. Citizen Input-None

b. Discussion/Vote- **Motion** made by Alderman Vincent and seconded by Alderman Trapp 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.

2012 Year-End Budget Amendment (1st and 2nd Reading)

First Reading: 12-10-2012

Second Reading: 12-10-2012

Council Bill No.: 12-57

Ordinance No.: 121210D

AN ORDINANCE

ADOPTING an amendment to the 2012 budget of the City of Willard, a copy of which is attached hereto as Exhibit "A", and declaring an emergency.

First read was conducted by the City Clerk

a. Citizen Input-None

b. Discussion/Vote-. The City Administrator answered questions by the Board on a few of the line items. **Motion** made by Alderman Simmons and seconded by Alderman Johnson to approve the first read. Alderman Vincent-Aye, Alderman Johnson-Aye, Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye and Alderman Hemphill-Nay. Five votes aye. One vote Nay. Motion carried.

Second read was conducted by the City Clerk

a. Citizen Input-None

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

Discussion of proposed changes to the Employee Manual

The Mayor stated that he wanted to change the employee manual to disallow dating among co-workers. The Board discussed this and Alderman Hemphill asked if the Board could get copies of 3 or 4 other local city's policies to see how they handle this matter. The City Administrator stated that staff would take care of this and bring it back to the Board.

Discussion and Action of Board on State Minimum Wage Changes

The City Administrator stated that the minimum wage was increasing to \$7.35/hr, on 1/1/13. Although this would not affect the City much, a vote was needed to implement the new wage. **Motion** made by Alderman Roggensees and seconded by Alderman Hemphill to approve the increase. Alderman Vincent-Aye, Alderman Johnson-Aye, Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye and Alderman Hemphill- Aye. Five votes aye. One vote Nay. Motion carried.

Discussion/Clarification of the Park Board's Bylaws

The Mayor turned this item over to Alderman Roggensees, as it was added per his request. Alderman Roggensees stated that the Park Board was looking for clarification as to whether the Board of Aldermen needed to approve the Park Board by-laws. The City Attorney stated that since the Park Board is an Advisory board, the Board of Aldermen does not need to approve it. The Board of Aldermen's vote will always supersede the Park Board's bylaws. The Park Board is also not allowed to circumvent state law or municipal ordinance.

Discussion/Vote of the Management of the City Clerk

The Mayor turned this item over to Alderman Roggensees, as it was added per his request.. Alderman Roggensees stated that he wanted the Board to discuss whether the supervisory duties of the City Clerk should be turned over from the City Administrator back to the Board. The Board asked for staff to look into how other cities handle this situation. The City Administrator stated that they will do so and bring the information back to the Board.

Old Business

Alderman Hemphill asked about the copier bids that the City had received and recused himself, due to conflict of interest, so that the Board and staff could discuss the bids. The City Administrator reviewed the bids with the Board and informed them that staff recommended American Business Systems. No motion or vote needed.

The City Clerk reminded the Board that candidate filing for the April 2, 2013 election starts on 12-11-12 and ends on 01-15-13. The Clerk also asked the Board if staff could send them the planning and zoning agenda and a draft of the minutes, instead of the entire packet. The Board stated that they were fine with that.

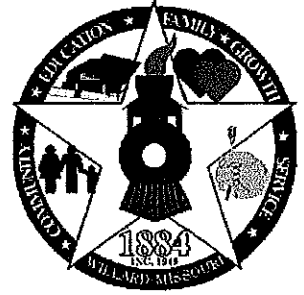
Adjourn meeting

Motion made by Alderman Simmons and seconded by Alderman Vincent to approve the increase. Alderman Vincent-Aye, Alderman Johnson-Aye, Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye and Alderman Hemphill- Aye. Five votes aye. One vote Nay. Motion carried.

Dale Duvall, City Clerk

Tom Keltner, Mayor of Willard

**CITY OF WILLARD
BOARD OF ALDERMEN**



**AGENDA ITEM
FINANCE DEPARTMENT**

ACTION REQUIRED: APPROVAL REQUESTED

1. December outstanding invoices

CITY OF WILLARD
Unpaid Invoice Listing
January 04, 2013

Payee #	Payee Name	Invoice Num	Invoice Date	Due Date	Description	G/L Number	Total Due
ACE150	AC ELECTRICAL SYSTEMS, INC.	12006WA	12/20/12	1/15/13	REPAIR MEADOWS	2 935	1370.01
ACE150	AC ELECTRICAL SYSTEMS, INC.	121935WA	12/20/12	1/15/13	CK LIFT STATION	2 876	120.00
ACE150	AC ELECTRICAL SYSTEMS, INC.	121973WA	12/20/12	1/15/13	REPAIR WIRING WELL	2 876	180.00
					Vendor Total		1670.01
AUT125	AUTOMATED WASTE SERVICES	12312012ST	12/31/12	1/15/13	CITIZEN TRASH	1 2940	435.20
BJS110	BJ'S TROPHY SHOP	94115PK	11/02/12	1/15/13	MEDALS- SPORTS	3 936	469.40
BUS180	BUS ANDREWS TRUCK EQUIPMENT	36634SE	12/21/12	1/15/13	MINI LIGHT BAR	2 1935	253.27
BUS180	BUS ANDREWS TRUCK EQUIPMENT	36634ST	12/21/12	1/15/13	LIGHT BAR	1 2935	253.26
BUS180	BUS ANDREWS TRUCK EQUIPMENT	36634WA	12/21/12	1/15/13	LIGHT BAR	2 935	253.27
					Vendor Total		759.80
BUZ100	Buzzard Waste Services	3329ST	12/21/12	1/15/13	CITIZEN TRASH	1 2940	288.10
CAE100	Choate Auto Electric Inc	11262012LW	12/03/12	1/15/13	ELECTRICIAL REPAIR	1 1965	344.10
CDR200	Corwin Dodge Ram	311678LW	12/12/12	1/15/13	REPAIR # 3	1 1965	936.86
CDR200	Corwin Dodge Ram	311826LW	12/14/12	1/15/13	ALTERNATOR #4	1 1965	725.99
					Vendor Total		1662.85
CIT105	CITY OF WILLARD	12202012GN	12/24/12	1/15/13	UTILITIES	1 959	58.63
CIT105	CITY OF WILLARD	12202012LW	12/20/12	1/15/13	UTILITIES	1 1959	16.97
					Vendor Total		75.60
COM380	COMMERCE TRUST COMPANY	800047318WA	12/14/12	1/15/13	CERT SERIES 2005	2 420	20000.00
COM380	COMMERCE TRUST COMPANY	800047318WA	12/14/12	1/15/13	CERT SERIES 2005	2 870	8730.63
COM380	COMMERCE TRUST COMPANY	800047516SE	12/14/12	1/15/13	CERT SERIES 2008	2 1870	28059.69
COM380	COMMERCE TRUST COMPANY	800047516WA	12/14/12	1/15/13	CERT SERIES 2008	2 420	30000.00
COM380	COMMERCE TRUST COMPANY	800047516WA	12/14/12	1/15/13	CERT SERIES 2008	2 870	28059.69
					Vendor Total		114850.01
COM385	COMMERCE TRUST CO	329576PK	12/31/12	1/15/13	ADMIN FEES SR 2006	3 855	750.00
COM385	COMMERCE TRUST CO	3292248SE	12/31/12	1/15/13	FEES SERIES 2003	2 1855	150.00
COM385	COMMERCE TRUST CO	3292248WA	12/31/12	1/15/13	FEES SERIES 2003	2 855	150.00
					Vendor Total		1050.00
COM450	COMMERCE TRUST CO	6647600SE	12/14/12	1/15/13	SERIES 2003 6/1/03	2 1870	900.00
COM450	COMMERCE TRUST CO	6647600WA	12/14/12	1/15/13	SERIES 2003 6/1/03	2 400	50000.00
COM450	COMMERCE TRUST CO	6647600WA	12/14/12	1/15/13	SERIES 2003 6/1/03	2 870	900.00
					Vendor Total		51800.00
COMMGN	COMMERCE CREDIT CARD SERVICES	723125GN	12/19/12	1/15/13	CLOUD STORAGE	1 876	50.00
COMMGN	COMMERCE CREDIT CARD SERVICES	1545194GN	12/26/12	1/15/13	EMAIL & APPS	1 876	120.00
COMMGN	COMMERCE CREDIT CARD SERVICES	11262012GN	11/26/12	1/15/13	DUES 2013 ASFPM	1 840	110.00
COMMGN	COMMERCE CREDIT CARD SERVICES	11272012GN	11/27/12	1/15/13	POSTAGE LICENSE	1 885	135.00
COMMGN	COMMERCE CREDIT CARD SERVICES	12112012GN	12/11/12	1/15/13	POSTAGE	1 885	40.20
COMMGN	COMMERCE CREDIT CARD SERVICES	12112012GN	12/11/12	1/15/13	POSTAGE PAYABLES	1 885	26.55
COMMGN	COMMERCE CREDIT CARD SERVICES	12112012GN	12/11/12	1/15/13	POSTAGE	1 885	90.00
COMMGN	COMMERCE CREDIT CARD SERVICES	12112012GN	12/11/12	1/15/13	POSTAGE	1 885	15.99
COMMGN	COMMERCE CREDIT CARD SERVICES	12272012GN	12/27/12	1/15/13	ONLINE POSTAGE	1 885	15.99
COMMGN	COMMERCE CREDIT CARD SERVICES	1747242941GN	11/26/12	1/15/13	UTILITIES	1 958	62.35
					Vendor Total		650.09
COMMLW	COMMERCE CREDIT CARD SERVICES	12102012LW	12/10/12	1/15/13	SUPPLIES-GLOVES	1 1935	90.88
COMMLW	COMMERCE CREDIT CARD SERVICES	12102012LW	12/10/12	1/15/13	OFFICE SUPPLIES	1 1885	77.43
COMMLW	COMMERCE CREDIT CARD SERVICES	12112012LW	12/11/12	1/15/13	POSTAGE	1 1885	38.75
COMMLW	COMMERCE CREDIT CARD SERVICES	12122012LW	12/12/13	1/15/13	INK CART	1 1885	77.34
					Vendor Total		284.40
COMMPK	COMMERCE CREDIT CARD SERVICES	11302012PK	11/30/12	1/15/13	OFFICE SUPPLIES	3 885	128.65
COMMPK	COMMERCE CREDIT CARD SERVICES	12112012LW	12/11/12	1/15/13	POSTAGE	3 885	5.15
COMMPK	COMMERCE CREDIT CARD SERVICES	12112012PK	12/11/12	1/15/13	POSTAGE PAYABLES	3 885	9.00
COMMPK	COMMERCE CREDIT CARD SERVICES	12172012PK	12/17/12	1/15/13	OFFICE SUPPLIES	3 885	66.93
COMMPK	COMMERCE CREDIT CARD SERVICES	1785143492PK	11/26/12	1/15/13	UTILITIES	3 958	27.30
					Vendor Total		237.03
COMMSE	COMMERCE CREDIT CARD SERVICES	11302012SE	11/30/12	1/15/13	OFFICE SUPPLIES	2 1885	68.72
COMMSE	COMMERCE CREDIT CARD SERVICES	12112012SE	12/11/12	1/15/13	POSTAGE PAYABLES	2 1885	139.72
COMMSE	COMMERCE CREDIT CARD SERVICES	6632619344SE	11/26/12	1/15/13	UTILITIES	2 1959	42.08
					Vendor Total		250.52
COMMWA	COMMERCE CREDIT CARD SERVICES	10024583WA	12/11/12	1/15/13	MODNR CERT RENEW	2 840	45.00
COMMWA	COMMERCE CREDIT CARD SERVICES	11212012WA	11/21/12	1/15/13	TESTING SUPPLIES	2 935	238.81
COMMWA	COMMERCE CREDIT CARD SERVICES	11302012WA	11/30/12	1/15/13	OFFICE SUPPLIES	2 885	68.73
COMMWA	COMMERCE CREDIT CARD SERVICES	12022012WA	11/26/12	1/15/13	INTERNET SERVICE	2 959	69.95
COMMWA	COMMERCE CREDIT CARD SERVICES	12102012WA	12/10/12	1/15/13	OFFICE SUPPLIES	2 885	9.29
COMMWA	COMMERCE CREDIT CARD SERVICES	12102012WA	12/10/12	1/15/13	OFFICE SUPPLIES	2 1885	5.99

CITY OF WILLARD
Unpaid Invoice Listing
January 04, 2013

Payee #	Payee Name	Invoice Numb	Invoice Date	Due Date	Description	G/L Number	Total Due
COMMWA	COMMERCE CREDIT CARD SERVICES	12112012WA	12/11/12	1/15/13	POSTAGE	2 885	15.90
COMMWA	COMMERCE CREDIT CARD SERVICES	12112012WA	12/11/12	1/15/13	POSTAGE PAYABLES	2 885	139.73
					Vendor Total		593.40
CPI200	COPY PRODUCTS, INC	87005GN	12/18/12	1/15/13	TOSHIBA- COPIES	1 885	360.28
CPI200	COPY PRODUCTS, INC	87005LW	12/18/12	1/15/13	TOSHIBA COPIES	1 1885	31.66
CPI200	COPY PRODUCTS, INC	87005PK	12/18/12	1/15/13	TOSHIBA COPIES	3 885	45.86
					Vendor Total		437.80
DIR520	DIRECTV	8019308PK	12/31/12	1/15/13	FITNESS CENTER	3 885	89.99
FED100	FEDERAL PROTECTION INC	498250PK	12/18/12	1/15/13	QUARTERLY MONITOR	3 876	108.00
FOR325	Foreman Mechanical Services	312931PK	12/15/12	1/15/13	REPLACE FUSE	3 808	74.00
FOR325	Foreman Mechanical Services	312932PK	12/31/12	1/15/13	NORTH GYM FURNACE	3 808	162.50
					Vendor Total		236.50
FOU325	FOURAKER PRINTING CO.	10008SE	12/14/12	1/15/13	BILL& REMINDER ENV	2 1885	280.00
FOU325	FOURAKER PRINTING CO.	10008WA	12/14/12	1/15/13	BILL& REMINDER ENV	2 885	245.00
FOU325	FOURAKER PRINTING CO.	10013SE	12/19/12	1/15/13	UTILITY ENVELOPES	2 1885	122.50
FOU325	FOURAKER PRINTING CO.	10013WA	12/19/12	1/15/13	UTILITY ENVELOPES	2 885	122.50
					Vendor Total		770.00
FRA555	FRANK'S UNIFORMS	71040LW	12/10/12	1/15/13	SHIRTS MUHLENBRUC	1 1935	108.00
FRA555	FRANK'S UNIFORMS	71041LW	12/10/12	1/15/13	NAME TAPES- TAYMAN	1 1935	9.00
					Vendor Total		117.00
GCH100	GREENE CO HEALTH DEPT	325WA	12/20/12	1/15/13	WATER TEST	2 876	104.00
HER180	HERTZ EQUIPMENT RENTAL	26618009ST	12/21/12	1/15/13	SAFETY JACKET	1 2935	51.88
HER180	HERTZ EQUIPMENT RENTAL	26618009WA	12/21/12	1/15/13	SHOVELS	2 935	100.10
					Vendor Total		151.98
HIL100	HILLYARD JANITORIAL SUPPLY	600500965PK	12/10/12	1/15/13	TRASH BAGS	3 935	21.13
HIL100	HILLYARD JANITORIAL SUPPLY	600516244PK	12/21/12	1/15/13	SUPPLIES	3 935	103.18
HIL100	HILLYARD JANITORIAL SUPPLY	600522892LW	12/28/12	1/15/13	TOWELS	1 1935	36.71
HIL100	HILLYARD JANITORIAL SUPPLY	600522893PK	12/28/12	1/15/13	TRASH BAGS	3 935	18.96
					Vendor Total		179.98
INL105	INLAND PRINTING COMPANY	57485GN	12/20/12	1/15/13	CANON COPIES	1 885	24.88
LAK110	LAKELAND LABORATORIES	19950SE	11/12/12	1/15/13	WASTE WATER TREAT	2 1876	135.00
LAK110	LAKELAND LABORATORIES	20135SE	12/26/12	1/15/13	WASTEWATER	2 1876	135.00
					Vendor Total		270.00
LEG250	LegalShield	37302LW	12/24/12	1/15/13	LEGAL INS	1 1865	83.85
LOW505	LOWES CREDIT SERVICES	11262012WA	11/26/12	1/15/13	MISC PARTS WELL	2 935	206.98
LOW505	LOWES CREDIT SERVICES	12032012LW	12/03/12	1/15/13	DOOR KNOB	1 1935	9.47
LOW505	LOWES CREDIT SERVICES	12032012SE	12/03/12	1/15/13	PLIERS	2 1935	28.44
LOW505	LOWES CREDIT SERVICES	12132012SE	12/13/12	1/15/13	TOOL BOX TRUCK	2 1935	261.22
LOW505	LOWES CREDIT SERVICES	12132012WA	12/13/12	1/15/13	TOOL BOX-TRUCK	2 935	261.22
LOW505	LOWES CREDIT SERVICES	12142012WA	12/14/12	1/15/13	HEATERS	2 935	42.69
					Vendor Total		810.02
MCL100	MISSION COMMUNICATIONS, LLC.	40019209SE	12/12/12	1/15/13	SERVICE RENEW SE	2 1876	1389.60
MCL100	MISSION COMMUNICATIONS, LLC.	40019209WA	12/17/12	1/15/13	SERVICE RENEW WA	2 876	2253.60
					Vendor Total		3643.20
MED230	MEDIACOM	12262012GN	12/26/12	1/15/13	ONLINE SERVICE	1 959	10.00
MIS325	MISSOURI EMPLOYERS MUTUAL INS	117039769GN	12/28/12	1/15/13	MO 2ND INJURY FUND	1 865	129.00
MOC100	MISSOURI ONE CALL	2120354WA	12/31/12	1/15/13	LOCATES	2 876	59.80
MPI150	MELTON PROPANE, INC.	12282012LW	12/28/12	1/15/13	PROPANE	1 1959	559.60
MUR460	MURFIN'S MARKET	11302012WA	11/30/12	1/15/13	SUPPLY WATER VALVE	2 935	31.09
NWM100	NW MEDIA	15695GN	11/30/12	1/15/13	ADVERTISING	1 800	227.00
ORE145	O'REILLY'S AUTO PARTS	213318WA	11/29/12	1/15/13	OIL FILTERS	2 935	67.71
ORE145	O'REILLY'S AUTO PARTS	213326WA	11/29/12	1/15/13	AUTO WAX	2 935	36.96
ORE145	O'REILLY'S AUTO PARTS	214016PK	12/03/12	1/15/13	BATTERY	3 965	76.99
ORE145	O'REILLY'S AUTO PARTS	214346PK	12/05/12	1/15/13	UNDERCOAT	3 935	22.47
ORE145	O'REILLY'S AUTO PARTS	214459PK	12/06/12	1/15/13	SCREWS	3 935	4.98
ORE145	O'REILLY'S AUTO PARTS	215284PK	12/12/12	1/15/13	BELT	3 935	7.18
ORE145	O'REILLY'S AUTO PARTS	215362SE	12/12/12	1/15/13	BRUSH, WIRE WHEEL	2 1935	63.48
ORE145	O'REILLY'S AUTO PARTS	216018PK	12/19/12	1/15/13	ENGINE CLEANER	3 965	3.23
ORE145	O'REILLY'S AUTO PARTS	216415PK	12/20/12	1/15/13	WAX FOR BUS	3 935	14.98

CITY OF WILLARD
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Payee #	Payee Name	Invoice Numb	Invoice Date	Due Date	Description	G/L Number	Total Due
ORE145	O'REILLY'S AUTO PARTS	216547WA	12/21/12	1/15/13	MARKER & LIGHT	2 935	13.98
ORE145	O'REILLY'S AUTO PARTS	217197WA	12/26/12	1/15/13	BATTERY & BOLT	2 935	83.27
ORE145	O'REILLY'S AUTO PARTS	217202WA	12/26/12	1/15/13	BATTERY TERMINAL	2 935	3.99
ORE145	O'REILLY'S AUTO PARTS	217281PK	12/26/12	1/15/13	BULB	3 935	4.99
Vendor Total							404.21
OZA255	OZARKS COCA COLA	442791PK	12/12/12	1/15/13	CONCESSION	3 820	173.54
OZA255	OZARKS COCA COLA	444245SE	12/13/12	1/15/13	SODA	2 1885	63.35
OZA255	OZARKS COCA COLA	444245WA	12/13/12	1/15/13	SODA	2 885	63.25
Vendor Total							300.14
OZA270	OZARK POWER CENTER INC.	285416PK	11/30/12	1/15/13	CREDIT ON ACCT	3 935	-20.63
OZA270	OZARK POWER CENTER INC.	285417PK	11/30/12	1/15/13	PARTS MOWER	3 935	57.37
Vendor Total							36.74
OZA280	Ozark Greenways, Inc	12142012SE	12/14/12	1/15/13	RENT JAN 2013	2 1876	250.00
OZA280	Ozark Greenways, Inc	12142012WA	1/21/12	1/15/13	RENT JAN 2013	2 876	250.00
Vendor Total							500.00
POT250	POTTER EQUIPMENT CO., INC.	20720SE	12/14/12	1/15/13	REPAIR SKID STEER	2 1900	453.02
POT250	POTTER EQUIPMENT CO., INC.	20720ST	12/14/12	1/15/13	REPAIR SKID STEER	1 2900	453.03
POT250	POTTER EQUIPMENT CO., INC.	20720WA	12/14/12	1/15/13	REPAIR SKID STEER	2 900	453.03
Vendor Total							1359.08
QUA200	Quality Chemical Co., Inc	505588SE	12/17/12	1/15/13	WIPE-OUT	2 1935	521.78
REX380	REX SMITH OIL CO.	68283SE	12/04/12	1/15/13	#2 DYED DIESEL	2 1935	827.73
REX380	REX SMITH OIL CO.	68439WA	12/07/12	1/15/13	#2 CLEAR DIESEL	2 935	1377.75
Vendor Total							2205.48
RGG200	REYNOLDS, GOLD & GROSSER PC	12202012GN	12/20/12	1/15/13	ATTORNEY FEES	1 876	1606.00
RGG200	REYNOLDS, GOLD & GROSSER PC	12202012LW	12/20/12	1/15/13	ATTORNEY FEES	1 1876	1588.47
RGG200	REYNOLDS, GOLD & GROSSER PC	12202012PK	12/20/12	1/15/13	ATTORNEY FEES	3 876	239.05
RGG200	REYNOLDS, GOLD & GROSSER PC	12202012SE	12/20/12	1/15/13	ATTORNEY FEES	2 1876	28.00
RGG200	REYNOLDS, GOLD & GROSSER PC	12202012WA	12/20/20	1/15/13	ATTORNEY FEES	2 876	35.00
Vendor Total							3496.52
SCO150	SCOTT GROSS CO.INC.	2643167ST	12/13/12	1/15/13	ACETYLENE	1 2935	18.55
SFM100	SPRINGFIELD FAMILY MEDICAL	121219LW	12/29/12	1/15/13	OFFICE VISIT PURDY	1 1876	35.00
SPI150	SULLIVAN PUBLICATIONS INC.	11292012GN	12/13/12	1/15/13	STATUTORY UPDATE	1 876	397.50
SPR275	SPRINGFIELD WINWATER WORKS CO	28853200WA	12/28/12	1/15/13	METER VALVE	2 935	180.06
SPS150	SCHENDEL PEST SERVICES	186516GN	12/13/12	1/15/13	PEST CONTROL	1 876	30.00
SPS150	SCHENDEL PEST SERVICES	186516LW	12/13/12	1/15/13	PEST CONTROL	1 1876	30.00
SPS150	SCHENDEL PEST SERVICES	186516PK	12/13/12	1/15/13	PEST CONTROL	3 876	60.00
SPS150	SCHENDEL PEST SERVICES	186516SE	12/13/12	1/15/13	PEST CONTROL	2 1876	30.00
SPS150	SCHENDEL PEST SERVICES	186516WA	12/13/12	1/15/13	PEST CONTROL	2 876	30.00
Vendor Total							180.00
STI150	SAWYER TIRE INC.	604476SE	11/28/12	1/15/13	TIRES CHEVY 2000	2 1965	274.57
STI150	SAWYER TIRE INC.	604476ST	11/28/12	1/15/13	TIRES CHEVY 2000	1 2965	274.58
STI150	SAWYER TIRE INC.	604476WA	11/28/12	1/15/13	TIRES CHEVY 2000	2 965	274.57
STI150	SAWYER TIRE INC.	604840LW	12/26/12	1/15/13	OIL CHANGE TIRE RO	1 1965	34.95
STI150	SAWYER TIRE INC.	604868LW	12/26/12	1/15/13	TIRES 2009 DODGE	1 1965	297.36
Vendor Total							1156.03
UNI110	UNIFIRST CORP	12242012GN	12/31/12	1/15/13	MATS	1 935	34.95
UNI110	UNIFIRST CORP	12242012LW	12/31/12	1/15/13	MATS	1 1935	34.00
UNI110	UNIFIRST CORP	12242012PK	12/31/12	1/15/13	MATS	3 935	64.40
UNI110	UNIFIRST CORP	12242012SE	12/31/12	1/15/13	UNIFORMS & MATS	2 1935	126.42
UNI110	UNIFIRST CORP	12242012WA	12/31/12	1/15/13	UNIFORMS & MATS	2 935	126.43
Vendor Total							386.20
UTI115	UTILITY SERVICE CO, INC	307961WA	12/31/12	1/15/13	QUARTERLY MEADOWS	2 876	10932.00
VSP130	VISION SERVICE PLAN - (IC)	1152013GN	12/24/12	1/15/13	VISION INS	1 860	44.10
VSP130	VISION SERVICE PLAN - (IC)	1152013LW	12/24/12	1/15/13	VISION INS	1 1860	61.74
VSP130	VISION SERVICE PLAN - (IC)	1152013PK	12/24/12	1/15/13	VISION INS	3 860	23.52
VSP130	VISION SERVICE PLAN - (IC)	1152013SE	12/24/12	1/15/13	VISION INS	2 1860	67.86
VSP130	VISION SERVICE PLAN - (IC)	1152013WA	12/24/12	1/15/13	VISION INS	2 860	67.87
Vendor Total							265.09
WAL110	Walmart Community/GEMB	11152012PK	11/15/12	1/15/13	KEYS FOR DODGE	3 935	7.52
WAL110	Walmart Community/GEMB	11272012PK	11/27/12	1/15/13	CONCESSIONS	3 820	55.16
WAL110	Walmart Community/GEMB	11272012PK	11/27/12	1/15/13	SUPPLIES	3 935	46.76
WAL110	Walmart Community/GEMB	12102012PK	12/10/12	1/15/13	SUPPLIES	3 935	43.86

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Payee #	Payee Name	Invoice Numb	Invoice Date	Due Date	Description	G/L Number	Total Due
WAL110	WalMart Community/GEMB	12142012PK	12/10/12	1/15/13	CONCESSIONS	3 820	91.40
					Vendor Total		244.70
WAL115	WAL-MART STORE #01-0179	12162012PK	12/16/12	1/15/13	FEE	3 935	1.94
WAT115	WATER PRODUCTS, INC.	949786WA	12/07/12	1/15/13	MISC PARTS	2 935	246.67
WAT115	WATER PRODUCTS, INC.	0950620WA	12/10/12	1/15/13	METER PARTS	2 935	1080.91
WAT115	WATER PRODUCTS, INC.	0950774WA	12/10/12	1/15/13	MISC PARTS	2 935	178.37
					Vendor Total		1505.95
WAT200	WATER WORKS, INC.	21203205WA	12/11/12	1/15/13	8' MACRO COUPLING	2 935	451.20
WAT250	WATERWORK SPECIALITIES, INC.	21203240WA	12/18/12	1/15/13	MACRO COUPLING	2 935	225.60
WCA100	WCA MO - CITY BILLING	1610638ST	12/18/12	1/15/13	CITIZEN TRASH	1 2940	3129.69
WIN100	WINDSTREAM COMMUNICATIONS	12412622GN	12/26/12	1/15/13	PHONE SERVICE	1 940	880.94
WIN100	WINDSTREAM COMMUNICATIONS	12412622LW	12/26/12	1/15/13	PHONE SERVICE	1 1940	566.33
WIN100	WINDSTREAM COMMUNICATIONS	12412622PK	12/26/12	1/15/13	PHONE SERVICE	3 940	526.87
WIN100	WINDSTREAM COMMUNICATIONS	12412622SE	12/26/12	1/15/13	PHONE SERVICE	2 1959	64.98
WIN100	WINDSTREAM COMMUNICATIONS	12412622WA	12/26/12	1/15/13	PHONE SERVICE	2 940	123.30
					Vendor Total		2162.42
					Final Total		213560.08

1	800	0	ADVERTISING (GCG)	227.00
1	840	0	DUES AND SUBSCRIPTIONS (GCG)	110.00
1	860	0	GROUP INSURANCE (GCG)	44.10
1	865	0	INSURANCE (GCG)	129.00
1	876	0	PROFESSIONAL (GCG)	2203.50
1	885	0	OFFICE SUPPLIES (GCG)	692.90
1	935	0	SUPPLIES (GCG)	34.95
1	940	0	TELEPHONE (GCG)	880.94
1	958	0	UTILITIES-GAS	62.35
1	959	0	UTILITIES-OTHER (GCG)	68.63
1	1860	0	GROUP INSURANCE (LAW)	61.74
1	1865	0	INSURANCE (LAW)	83.85
1	1876	0	PROFESSIONAL (LAW)	1653.47
1	1885	0	OFFICE EXPENSE (LAW)	225.18
1	1935	0	SUPPLIES (LAW)	288.06
1	1940	0	TELEPHONE (LAW)	566.33
1	1959	0	UTILITIES-OTHER (LAW)	576.57
1	1965	0	VEHICLE EXPENSE-OTHER	2339.26
1	2900	0	REPAIRS AND MAINTENANCE (STREETS)	453.03
1	2935	0	SUPPLIES (STREETS)	323.69
1	2940	0	TRASH EXPENSE	3852.99
1	2965	0	VEHICLE EXPENSE-OTHER	274.58

Total for Fund #: 1

15152.12

2	400	0	REVENUE BONDS PAYABLE	50000.00
2	420	0	DUE TO GENERAL FUND	50000.00
2	840	0	DUES AND SUBSCRIPTIONS (WATER)	45.00
2	855	0	FISCAL AGENT FEES (WATER)	150.00
2	860	0	GROUP INSURANCE (WATER)	67.87
2	870	0	INTEREST EXPENSE (WATER)	37690.32
2	876	0	PROFESSIONAL (WATER)	13964.40
2	885	0	OFFICE SUPPLIES (WATER)	664.40
2	900	0	REPAIRS AND MAINTENANCE (WATER)	453.03
2	935	0	SUPPLIES (WATER)	6577.07
2	940	0	SUPPLIES - PROJECT	123.30
2	959	0	UTILITIES-OTHER (WATER)	69.95
2	965	0	VEHICLE EXPENSE-OTHER	274.57
2	1855	0	FISCAL AGENT FEES (SEWER)	150.00
2	1860	0	GROUP INSURANCE (SEWER)	67.86
2	1870	0	INTEREST EXPENSE (SEWER)	28959.69
2	1876	0	PROFESSIONAL (SEWER)	1967.60
2	1885	0	OFFICE SUPPLIES (SEWER)	680.28
2	1900	0	REPAIRS AND MAINTENANCE (SEWER)	453.02
2	1935	0	SUPPLIES (SEWER)	2082.34
2	1959	0	UTILITIES-OTHER (SEWER)	107.06
2	1965	0	VEHICLE EXPENSE-OTHER	274.57

Total for Fund #: 2

194822.33

3	808	0	BUILDING MAINTENANCE (PARK)	236.50
3	820	0	CONCESSIONS	320.10
3	855	0	FISCAL AGENT FEES	750.00
3	860	0	GROUP INSURANCE	23.52
3	876	0	PROFESSIONAL	407.05
3	885	0	OFFICE SUPPLIES	345.58
3	935	0	SUPPLIES-GENERAL (PARK)	399.09
3	936	0	SUPPLIES-SPORTS	469.40
3	940	0	TELEPHONE	526.87
3	958	0	UTILITIES-GAS (PARK)	27.30
3	965	0	VEHICLE EXPENSE-OTHER	80.22

Total for Fund #: 3

3585.63

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Unpaid Invoice Listing
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Payee #	Payee Name	Invoice Numb	Invoice Date	Due Date	Description	G/L Number	Total Due
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CITY OF WILLARD
BOARD OF ALDERMEN
01/14/13



Department Updates

January 2013 Monthly Status Report

1. Administration

- The City Administrator and Chief Financial Officer are preparing an update of the recommendations made in the 2010 State Audit. This report will be completed by the end of January as promised at the November Board meeting.
- The City Administrator has completed the NIMS 100, 200, 700 & 800 training.

2. Law Enforcement

- Officers Heimbach and Purdy attended an interview training, "We Get Confessions" seminar in December.
- Officers Tayman and Purdy achieved MDT certification in December at the Missouri State Hwy Patrol, Troop D Headquarters.
- The December monthly report and the Annual Statistical Report for 2012 are included as attachments.

3. Planning & Development

- Director of Planning completed NIMS 100 & 700 training; already have completed the NIMS 200, 300 and 800 courses; scheduled to take the NIMS 400 in February. The director also attended a training class on our local building, plumbing, fuel gas and mechanical codes.
- Worked with our engineering consultant to prepare the Safe Routes to School and Transportation Enhancement grant applications. Have been notified that we will be awarded the Transportation Enhancement grant in the amount of \$200,000.
- The community currently has two subdivision projects in process: 1) the Highway 160 West Subdivision and 2) the Alexandria's Place Subdivision. Preliminary Plats are to be submitted to the Planning and Zoning Commission at their January 22 meeting.
- Daily activities related to plan reviews, permit issuance, investigation of nuisance violations, development of text amendments per P & Z initiation and inspections of work continue monthly.

4. Parks

a. Programs

Programs currently in session are, Winter Break Camp, Tumbling Toddlers, Home School Gym Class, and Out of School Days Camp. In addition, Spring Break Camp registrations have begun and the Valentines Dance has been scheduled for February 8th from 7pm-10pm at the Recreation Center.

b. Sports

Session #2 of Youth Basketball will begin January 19th; Youth Soccer and Youth Volleyball registrations have started; Adult Volleyball will begin January 21st.

c. Physical Fitness

The Parks Department will be offering two new physical fitness programs/activities to the community beginning the end of this month. The first is a yoga class and the second is entitled "Pre-Season" which is an intensive physical fitness program geared to those that participate in seasonal sport activities that wish to stay in shape in the off-season.

Additionally, the Zumba class is an on-going fitness program for adults. It has developed into a very successful program with attendance ranging between 15 and 20.

The Parks Department would like to recognize Willard High School for their work on the new memorial garden in front of the Recreation Center; this garden was developed by students at the High School as a place of remembrance for those they have lost. Parent Genny Seaburn had a memorial bench for fallen student Steeler Seaburn placed at the memorial. The garden adds a lot to the appearance of the pond in front of the center.

5. Public Works

a. Water

- The water line project is progressing satisfactory; all of the new 10-inch diameter line has been installed plus several new fire hydrants; the project is scheduled to be completed April 15th.
- A leak was discovered in the Meadows Water Tank that required the tank to be emptied. The tank was emptied, the repair made and the tank refilled within a three day period, without losing service to any of our customers.
- Standard operation and maintenance of the system continues on a daily basis.
- The Missouri Department of Natural Resources conducted a detailed inspection of our water system with their report due to be received within the next couple of weeks. Verbal discussions with DNR indicate that our overall operation and maintenance program is in good shape, but that we will have a few items to address. We understand that new fencing around our wells and tanks will be required and is the one item that will have the most expense attached to it. After receipt of the final report, Staff will advise the Board of its' recommendations.
- Data is being collected to prepare the monthly water loss report as requested. Barring some unforeseen development, the first report will be available at the Board meeting on the 14th of January.

b. Wastewater

- The manhole rehabilitation project began on January 7th; we will be repairing 25 to 30 manholes in an attempt to reduce the infiltration of ground water into our sanitary sewer collection system.
- Standard operation and maintenance of the system and its components continues on a daily basis.

c. Streets, Sidewalks & Stormwater Infrastructure

- The Street Division has purchased a street sweeper attachment for our skid steer.
- The Mill Street sidewalk project is on hold until we can secure the last easement/right-of-way. We have had one property owner deny our request to donate the necessary right-of-way; follow-up communications have been made but we have not yet had a reply.

6. City Clerk

- Submitted all required information to Greene County Assessor related to new construction activities.
- Currently finishing up the annual business license renewal process;

- Working with Director of Planning and City Administrator on all rezoning and development projects that are in process.
- Working with City Administrator and Springfield-Greene County Emergency Operations to update the Willard Emergency Operation Plan and the Hazard Mitigation Plan.
- A new business license has been issued to a new donut shop in the Prairie View Shopping Center

7. Finance Department

- An RFP has been completed and sent to five audit firms for a proposal on completing the 2012 audit. This proposal was sent out on December 21 and the final proposals are to be submitted by January 18, 2013.
- CFO is preparing the final financial statements for 2012; they will be presented to the Board at the February 2013 meeting.
- A draft of a new purchasing manual has been completed by the Finance Department and is currently under review by the City Administrator. This will also be brought before the Board for comment, etc. in the near future.
- The CFO will be attending a training class on debt issues, human resources issues, property tax levy calculations and budgeting on February 1st.

8. Personnel Matters

- As requested, the CFO has contacted several other local jurisdictions to request copies of their personnel manuals to investigate how they address employee dating. To date, all information gather has found that no other local jurisdiction addresses this matter other than with the nepotism language we currently have in our personnel manual.
- There are several new laws which need to be addressed in our personnel manual. The Finance Department is currently researching these issues and will be bringing a draft of proposed changes to the personnel manual to the Board in the near future.
- The City Clerk is continuing her research into the question of supervisory relationship between the City Administrator and City Clerk in a fourth class city.

CITY OF WILLARD
BOARD OF ALDERMEN

December 2012

AGENDA ITEM #8
POLICE DEPARTMENT

ACTION REQUIRED: NONE-INFORMATIONAL ONLY

Officer Statistics			Reserves			Hours
1601	Tom McClain, Chief	23	1640	Doug Thomas, Reserve	0	0
1603	Shannon Shipley, Sgt./Det.	15	1641	Brian Gordon, Reserve	0	0
1604	Robert Bell, Corporal	40	1642	JD Landon, Reserve	0	8
1605	Mike Payne, Senior Officer	28	1643	, Reserve		
1606	Clint Heimback, Officer	64	1644	Bill Lingenfelter, Reserve	0	3
1607	Mike Muhlenbruch, Officer	109	1645	Michele Lappin, Reserve	16	52.25
1608	Jeremiah Tayman, Officer	103		TOTAL HRS		60.25
1609	Steve Purdy, Officer	47				
1610	Jason Hobbs, Officer	50				
1630	Glenn Cozzens, SRO	0				
1631	Wyatt Sharp, SRO	5				
	TOTAL INCIDENTS	456				

INCIDENT STATISTICS

Felony		9
Misdemeanor		10
Infraction		271
Other (Services)		151
HBO (Handled By Officers)		361

VEHICLE	ODOMETER READING	MONTHLY MILEAGE	SHIFTS USED	MILES PER SHIFT	MAINTENANCE COST	
					MONTH	YTD
WPD-01 2002 Crown Vic	133432	1789	20	89		
WPD-02 2006 Crown Vic	Odometer doesn't work	?	10	?	\$347.45	\$526.48
WPD-03 2008 Dodge Charger	11656	1643	28	59	\$1400.15 (plug replacement/ repair engine harness/tires)	\$2466.25
WPD-04 2009 Dodge Charger	105382	1221	20	61	\$725.99 (alternator)	\$6287.47
WPD-05 2008 Dodge Charger	142142	2590	40	65		\$1460.37
WPD-08M 2008 Harley-Davidson Motorcycle	4550	0	0	0		

**WILLARD POLICE DEPARTMENT
ANNUAL STATISTICAL REPORT
2012**

Officer Statistics			Reserves		
1601	Tom McClain, Chief	141	1640	Doug Thomas, Reserve	1
1602	David Richardson, Major	189	1641	Brian Gordon, Reserve	7
1603	Shannon Shipley, Sgt./Det.	288	1642	JD Landon, Reserve	12
1604	Robert Bell, Corporal	649	1643	, Reserve	
1605	Mike Payne, Senior Officer	290	1644	Bill Lingenfelser, Reserve	2
1606	Collin Curtis, Officer DSN: 023	293	1645	Michele Lappin, Reserve	78
	Clint Heimbach, Officer DSN: 024	296			
1607	Travis Sanders, Officer DSN: 007	418			
	Mike Muhlenbruch, Officer DSN: 025	375			
1608	Shannon Marler, Officer DSN: 008	242			
	Jeremiah Tayman, Officer DSN: 026	177			
1609	Shane Turner, Officer DSN: 021	521			
	Steve Purdy, Officer DSN: 027	47			
1610	Jason Hobbs, Officer	487			
1630	Glenn Cozzens, SRO	5			
1631	Wyatt Sharp, SRO	23			
	TOTAL INCIDENTS	4241			

INCIDENT STATISTICS

Felony		68
Misdemeanor		150
Infraction		1535
Other (Services)		2347
HBO (Handled By Officers)		3096

AGENCY ASSIST	314	DOMESTIC	79	SODOMY	4
ASSAULT	54	DWI	36	STEALING	83

BURGLARY	13	MEDICAL ASSIST	196	TAMPERING	4
BUS ARM	1	MIP	17	10-50	69
CITIZEN ASSIST	113	MOTORIST ASSIST	291	TRAFFIC	1495
DEATH	1	PASS ON RIGHT	5	TRAFFIC (CITE)	392
DOG AT LARGE	62	PCS	26	VANDALISM	24

**CITY OF WILLARD
BOARD OF ALDERMEN
01/14/13**



First Reading: 01-14-2013

Second Reading: 01-14-2013

Council Bill No.: 13-01

Ordinance No.: 130114

AN ORDINANCE

AMENDING the Willard Land Use Regulations, Section 400.380A, City of Willard Zoning Map, by rezoning Tract 2 of the MD Minor Subdivision and an adjacent remnant tract as described in Book 1758, Page 2133 of the Greene County Recorder's Office, all within the City of Willard, and declaring an emergency.

1st and 2nd Reading

First Reading: _____ Second Reading: _____

Council Bill No.: _____ Ordinance No.: _____

AN ORDINANCE

AMENDING the Willard Land Use Regulations, Section 400.380A, City of Willard Zoning Map, by rezoning Tract 2 of the MD Minor Subdivision and an adjacent remnant tract as described in Book 1758, Page 2133 of the Greene County Recorder's Office, all within the City of Willard, and declaring an emergency.

WHEREAS, an application has been filed for a zoning change of the tracts of land described in Exhibit "A" from R-1, Single Family Residence District to C-2, General Business District; and

WHEREAS, following proper notice; a public hearing was held before the Planning and Zoning Commission, and said Commission made its recommendation to change the zoning district as detailed in EXHIBIT "A" ; and

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

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

Section 1: The property herein described in EXHIBIT "B" attached hereto, all within the City of Willard be, and the same hereby is, rezoned from a R-1, Single Family Residence District, or such zoning district as is designated on the Official Zoning Map adopted by the Board of Aldermen to a C-2, General Business District; and the Willard Land Use Regulations, Section 400.380A thereof, Zoning Map, Is hereby amended, changed and modified accordingly.

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

Passed at meeting: _____

Mayor, Tom Keltner

Attest: _____, City Clerk

Approved as to form: _____, City Attorney

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

CYNDI COSBY-TRAPP

DOUG JOHNSON

BRYAN VINCENT

ED SIMMONS

DAVID HEMPHILL

DAVID ROGGENSEES

EXHIBIT A

CITY OF WILLARD, MISSOURI

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



Date: December 19, 2012

To: Mayor Keltner and Members of the Board of Aldermen

From: Mr. Ryan Nicholls, Chairman
Willard Planning & Zoning Commission

RE: Findings of Fact of Proposed Amendment
Tract 2 of the MD Minor Subdivision and a Remnant Parcel
Parcel #'s 880736100154 & 880725405003

On December 18, 2012, the Planning & Zoning Commission met and held a Public Hearing to gather testimony regarding an application to change the zoning district classification of the above referenced Tracts from "R-1", Single Family Residence to "C-2", General Commercial District. In accordance with Section 400.350 of the municipal code of the City of Willard, the Planning and Zoning Commission makes the following recommendation:

Recommends a change in the zoning district classification.

The Staff summarized the background issues related to surrounding land uses, compliance with the Willard Comprehensive Plan, and availability of public infrastructure prior to the Public Hearing. Representatives of the owner were present at the Public Hearing along with other citizens. No comments were made from any of those attending the Public Hearing. Comments and concerns from the Commission were related to the traffic impact on the residential development on the west side of Hunt Rd (Fox Creek); impact on the downstream receiving stream, and Fox Creek Subdivision, from the additional stormwater runoff; how this development would interact with any future development on the west side of Hunt Road; whether the initial development of Lot 1 of the Highway 160 Subdivision will have any substantial impact on Hunt Road necessitating off-site improvements; and whether our existing water and wastewater systems have sufficient capacity for a development of this magnitude.

EXHIBIT B

A TRACT OF LAND AS LYING IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 30 NORTH, RANGE 23 WEST AS DESCRIBED IN BOOK 1758, PAGE 2133 AND ALSO LYING IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 30 NORTH, RANGE 23 WEST AS BEING TRACT 2 OF MD MINOR SUBDIVISION AS DESCRIBED IN THE GREENE COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK AAA, PAGE 132 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 30, NORTH, RANGE 23 WEST; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 36, SOUTH $02^{\circ}02'26''$ WEST, 179.99 FEET; THENCE LEAVING SAID EAST LINE SOUTH $89^{\circ}25'16''$ EAST, 27.63 TO THE POINT OF BEGINNING, SAID POINT ALSO LYING AT THE SOUTHWEST CORNER OF TRACT 1 OF THE MD MINOR SUBDIVISION; THENCE ALONG THE SOUTH LINE OF SAID LOT 1, SOUTH $89^{\circ}25'16''$ EAST, 307.15 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 1; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID TRACT 1, NORTH $01^{\circ}48'18''$ EAST, 342.60 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 160; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, 1418.61 FEET ALONG A 6810.81 RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH $43^{\circ}27'06''$ EAST FOR A DISTANCE OF 1416.04 FEET TO A POINT LYING ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 36; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY AND ALONG SAID EAST LINE, SOUTH $02^{\circ}12'24''$ WEST, 503.80 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 36; THENCE LEAVING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, NORTH $87^{\circ}49'50''$ WEST, 1321.63 FEET TO A POINT LYING ON THE EAST RIGHT-OF-WAY OF HUNT ROAD; THENCE LEAVING SAID SOUTH LINE AND ALONG SAID EAST RIGHT-OF-WAY THE FOLLOWING COURSES, NORTH $02^{\circ}02'21''$ EAST, 1100.92 FEET; THENCE NORTH $12^{\circ}17'29''$ EAST, 42.81 FEET TO THE POINT OF BEGINNING. CONTAINING 32.19 ACRES, MORE OR LESS. ALL LYING IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 30 NORTH, RANGE 23 WEST AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 30, RANGE 23 WEST IN THE CITY OF WILLARD, GREENE COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DATE OF ADJUSTMENT 2000. SUBJECT TO ALL EASEMENTS, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD. CONDITIONS AND MONUMENT ARE AS SHOWN ON ANDERSON ENGINEERING, INC. DRAWING NUMBER WB 109-577.

**CITY OF WILLARD
BOARD OF ALDERMEN**

01/14/13



First Reading: 01-14-2013

Second Reading: 01-14-2013

Council Bill No.: 13-02

Ordinance No.: 130114A

AN ORDINANCE

AUTHORIZING the Mayor, on behalf of the City of Willard, to execute an agreement between the City of Willard and the Missouri Highways and Transportation Commission to provide improvements or reconstruction of the intersection of Route 160 and Hunt Road in the City of Willard.

1st and 2nd Reading

First Reading: _____ Second Reading: _____

Council Bill No.: _____ Ordinance No.: _____

AN ORDINANCE

AUTHORIZING the Mayor, on behalf of the City of Willard, to execute an agreement between the City of Willard and the Missouri Highways and Transportation Commission to provide improvements or reconstruction of the intersection of Route 160 and Hunt Road in the City of Willard.

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

WHEREAS, the City of Willard and the Missouri Highways and Transportation Commission collectively have a mutual interest in providing safe highways in the City of Willard, and

WHEREAS, the Missouri Highways and Transportation Commission has authorized certain improvements to the intersection of Route 160 and Hunt Road, designated as Job No. J8P2425, and

WHEREAS, the City of Willard wishes to partner with the Missouri Highways and Transportation Commission by authorizing the use of funds it has available in the Surface Transportation Program.

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

Section 1. The Board of Aldermen authorizes the Mayor, on behalf of the City of Willard, to execute an agreement between the City of Willard and the Missouri Highways and Transportation Commission to coordinate participation by the City of Willard in the construction of the public improvement project at the intersection of Route 160 and Hunt Road, designated as Job No. J8P2425, as described in said agreement to be substantially in form and content as that document attached hereto and incorporated herein by reference as Exhibit 1.

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

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

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

CYNDI COSBY-TRAPP

DOUG JOHNSON

BRYAN VINCENT

ED SIMMONS

DAVID HEMPHILL

DAVID ROGGENSEES

CCO Form: DE11
Approved: 04/93 (CEH)
Revised: 03/10 (MRA)
Modified:

Municipal Agreement
Route: 160
County: Greene
Job No.: J8P2425

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MUNICIPAL AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Willard, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route 160, Greene County, Job No. J8P2425 shall consist of intersection improvements including traffic signals, increasing left-turn storage lengths, adding right-turn lanes and increasing radii for turning on Hunt Road.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

Beginning at Station 702+23 in Section 25, Township 30 North, Range 23 West, run in a generally south easterly direction along existing Route 160 to Station 728+93. Length of improvement within city is 0.506 Mile.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement that the Commission shall provide without cost to the City, except as otherwise provided in a separate Cost Apportionment Agreement Between the Commission and the City, a highway for traffic in the City and the Commission shall so design and construct the highway to serve operating necessities and requirements of local and through traffic.

(6) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of

public roads, streets, and alleys as necessary for construction and maintenance of said public improvement.

(7) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans

(8) RIGHT-OF-WAY ACQUISITION: No acquisition of additional right-of-way is anticipated in connection with Job No. J8P2425 or contemplated by this Agreement.

(9) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) It is understood and agreed by the parties to this Agreement that no city-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.

(C) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's district engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's district engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(10) LIGHTING: The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No

lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(11) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(12) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(13) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(14) COMMENCEMENT OF WORK: The Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(15) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(C) The City shall inspect and maintain the sidewalks constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks.

(16) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(17) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(18) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(19) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(20) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(21) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(22) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

(23) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(24) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved on or between the duly authorized representatives of the City and

Commission.

(25) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(26) CITY REPRESENTATIVE: The City's Mayor is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(27) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
Tom Keltner, Mayor
City of Willard
224 W. Jackson St.
Willard, MO 65781

Facsimile No: (417) 742-3080

- (B) To the Commission:
Becky Baltz, District Engineer
3025 East Kearney St.
Springfield, MO 65803

Facsimile No: (417) 895-7610 (please refer to project J8P2425)

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(28) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(29) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

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

(31) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(32) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

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

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

[INSERT CITY NAME HERE]

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Commission Counsel

By: _____

Title: _____

Ordinance Number _____

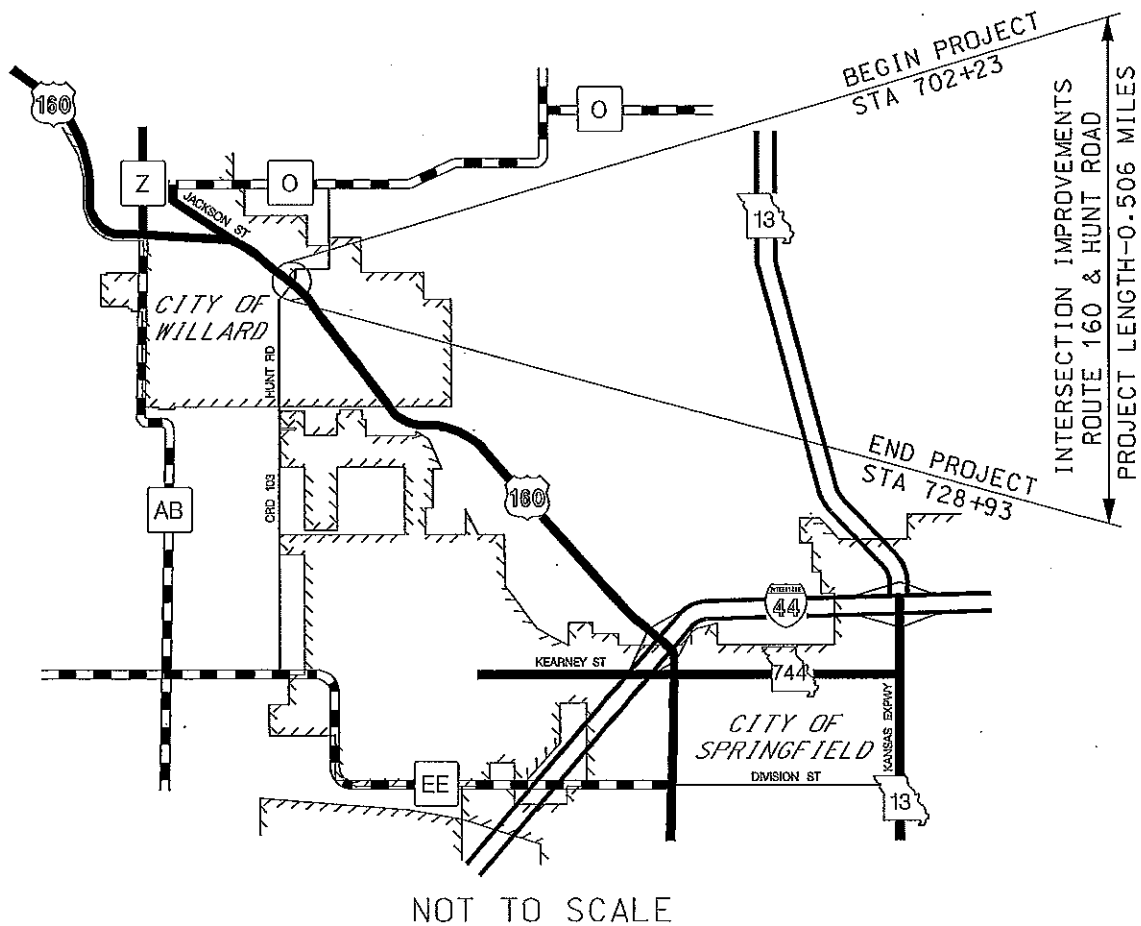


EXHIBIT A

ROUTE 160

GREENE COUNTY

JOB NO.: J8P2425



**CITY OF WILLARD
BOARD OF ALDERMEN**

01/14/13



First Reading: 01-14-2013

Second Reading:

Council Bill No.: 13-03

Ordinance No.: 130114B

AN ORDINANCE

AUTHORIZING the Mayor on behalf of the City of Willard, to execute an agreement between the City of Willard and Land O' Frost, Inc. to accept Land O' Frost as the exclusive jersey sponsor for the Willard Parks and Recreation 2013 sports programs.

1st and 2nd Reading

NOTE: This item was put out for bid and was published in the Cross Country Times for two weeks. The closing date for bids is January 10, 2013.

As of the date that this packet was printed (01/07/13), only Land O' Frosts' bid had been submitted.

If more bids are received by the due date, they will all be reviewed and a decision with possible changes to this ordinance will occur.

Please contact the City Administrator with any questions.

First Reading: _____ Second Reading: _____

Council Bill No.: _____ Ordinance No.: _____

AN ORDINANCE

AUTHORIZING the Mayor on behalf of the City of Willard, to execute an agreement between the City of Willard and Land O' Frost, Inc. to accept Land O' Frost as the exclusive jersey sponsor for the Willard Parks and Recreation 2013 sports programs.

WHEREAS, the City of Willard, Missouri did advertise and seek a sponsor for the 2013 Willard Parks and Recreation sports programs, and

WHEREAS, Land O' Frost, Inc. was the only bidder.

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

Section 1: That the Mayor, on behalf of the City of Willard, Missouri is hereby authorized to execute an agreement with Land O' Frost, Inc. to accept Land O' Frost as the exclusive jersey sponsor for the Willard Parks and Recreation 2013 sports programs, said agreement to be substantially in form and content as that document attached hereto and incorporated herein by reference as Exhibit 1.

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

READ TWO 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

**CITY OF WILLARD
BOARD OF ALDERMEN**
01/14/13



First Reading: 01-14-2013

Second Reading:

Council Bill No.: 13-03

Ordinance No.: 130114B

AN ORDINANCE

AUTHORIZING the Mayor on behalf of the City of Willard, to execute an agreement between the City of Willard and Land O' Frost, Inc. to accept Land O' Frost as the exclusive jersey sponsor for the Willard Parks and Recreation 2013 sports programs.

1st and 2nd Reading

NOTE: This item was put out for bid and was published in the Cross Country Times for two weeks. The closing date for bids is January 10, 2013.

As of the date that this packet was printed (01/07/13), only Land O' Frosts' bid had been submitted.

If more bids are received by the due date, they will all be reviewed and a decision with possible changes to this ordinance will occur.

Please contact the City Administrator with any questions.

First Reading: _____ Second Reading: _____

Council Bill No.: _____ Ordinance No.: _____

AN ORDINANCE

AUTHORIZING the Mayor on behalf of the City of Willard, to execute an agreement between the City of Willard and Land O' Frost, Inc. to accept Land O' Frost as the exclusive jersey sponsor for the Willard Parks and Recreation 2013 sports programs.

WHEREAS, the City of Willard, Missouri did advertise and seek a sponsor for the 2013 Willard Parks and Recreation sports programs, and

WHEREAS, Land O' Frost, Inc. was the only bidder.

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

Section 1: That the Mayor, on behalf of the City of Willard, Missouri is hereby authorized to execute an agreement with Land O' Frost, Inc. to accept Land O' Frost as the exclusive jersey sponsor for the Willard Parks and Recreation 2013 sports programs, said agreement to be substantially in form and content as that document attached hereto and incorporated herein by reference as Exhibit 1.

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

READ TWO 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

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

CYNDI COSBY-TRAPP

DOUG JOHNSON

BRYAN VINCENT

ED SIMMONS

DAVID HEMPHILL

DAVID ROGGENSEES

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2013, between the City of Willard (hereinafter referred to as “City”) and Land O’ Frost, Inc. (hereinafter referred to as “Sponsor”).

WHEREAS, City and Sponsor desire to enter into an annual sponsorship agreement related to the 2013 Willard Parks and Recreation sports programs and described in more detail in the attached Exhibit A ; and

WHEREAS, both the City and the Sponsor recognize the mutual benefit to the community and to the Sponsor to enter into this agreement.

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

1. The City, barring limitations related to budgetary constraints, agrees to the sponsorship elements identified in Exhibit A as “General Sponsorship Elements” and “City Responsibilities.”
2. The Sponsor, agrees to the sponsorship elements identified in Exhibit A as “General Sponsorship Elements” and “Sponsor Responsibilities.”
3. The Sponsor agrees to make payment to the City, within thirty (30) days of receipt of an invoice from the City, an amount equal to nine thousand five hundred dollars (\$9,500.00).
4. Liability. City and Sponsor both acknowledge and agree that City’s performance or nonperformance of the tasks set out in this Agreement shall not result in any liability to the City, its officer, agents and employees, and that no waiver of City’s official immunity, governmental tort immunity, public duty immunity, or other legal immunities or protections is intended, expressed or implied by anything in this Agreement, or with respect to the performance or nonperformance, breach or default by any party of any of the terms and conditions contained herein. This Agreement is not intended to create any rights, privileges or interests in favor of any third person or party.
5. Termination. The term of this agreement shall be for a period ending December 31, 2013. This Agreement may be terminated without cause by either party upon the provision of thirty days written notice to the other. The Agreement may be terminated for cause by either party upon the provision of 10 days written notice to the other party.
6. Conflicts. No salaried officer or employee of the City, and no member of the Board of Aldermen of the City of Willard, shall have a financial interest, direct or indirect, in this

contract. A violation of this provision renders the contract void. Applicable federal regulations and provision of Section 105.450 et seq. RSMo. shall not be violated.

7. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City attention City Clerk, 224 W. Jackson, Willard, Missouri 65781.
8. Venue. This agreement and every question arising hereunder shall be construed or determined according to the law of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
9. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.
10. Execution and Effective Date. This agreement shall not be effective until it has been approved and ratified by each of the parties, and duly executed on their behalf by their respective representatives.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed the day and year first above written.

Land O' Frost, Inc.

City of Willard, Missouri

By: _____
Authorized Representative

Mayor

Attest: _____

City Clerk

Approved as to form: _____, City Attorney

Willard Parks and Recreation / Land O' Frost, Inc Agreement

General Sponsorship Elements:

- This sponsorship will focus on approximately 82 teams in the Winter/Spring/Fall 2013 season. Land O' Frost, Inc. will sponsor teams for children under the age of 10. It is recognized and agreed to by all parties that the City has little to no control over the number of participants in its sports programs, and that City will not be held liable for its inability to reach the mutually desired number of teams.
- Land O' Frost, Inc. is to be the exclusive jersey sponsor; no other corporate logos will be placed on jerseys.

Sponsor Responsibilities:

- Land O' Frost, Inc. will supply all necessary Logo\artwork, in digital format, to be used in the screen printing operation. The complete Land O' Frost, Inc. logo, inclusive of the phrase "Great Tasting Lunchmeat," and to be located underneath the Land O' Frost, Inc. Logo, shall fit within a space equal to a rectangle of the dimensions 2 ½"H x 10" W.
- Land O' Frost, Inc. will supply all coupons related to their products that they wish to be distributed throughout the term of this contract.
- Land O' Frost, Inc. will provide banner artwork for placement on a banner, approximately 4' X 8' in dimension, to be displayed at activities being sponsored by Land O' Frost, Inc.
- Land O' Frost, Inc. will provide Email Blast Template/language.
- Land O' Frost, Inc. shall provide compensation to the City in the amount of nine thousand five hundred dollars (\$9,500.00) for its exclusive rights of this annual sponsorship.

City Responsibilities:

- City will acquire and have jerseys printed with the Logo inclusion on the front or back of jerseys for approximately 82 teams.
- City will distribute all coupons in opening day packets, at tournaments, in mailings and other key functions throughout the year, provided Land O' Frost has provided them to the City in a timely manner.
- City will make every effort to include an announcement to all parents and team participants of the sponsorship provided by Land O' Frost, Inc.
- City will provide for an opportunity for mention/inclusion of Land O' Frost, Inc. product messages in any league/parent communication.

- City will provide and display one banner, approximately 4' x 8' in dimension, at activities being sponsored by Land O' Frost, Inc.
- City will include the Land O' Frost, Inc. Logo on all game schedules for teams, sponsored registration materials and newsletters if possible.
- City will add the Land O' Frost logo/youth sports link to the City's league web site; said link to be: <http://www.landofrost.com/youthsports>
- City will distribute a minimum of two (2) annual Email Blasts to all parents, if provided by Land O' Frost, Inc., letting them know of the Land O' Frost, Inc. Youth Sports Link for special offers.
- City will secure approximately 82 team pictures by December 31, 2013, to serve as "Proof of Purchase" or validation of compliance of the City's Responsibilities (The Land O' Frost logo shall be clearly identified on the shirts in the team pictures.) The pictures can be informal, taken with a digital camera or regular film by a representative of the Willard Parks and Recreation department.



Willard Parks and Recreation
/LAND O' FROST SPONSORSHIP 2013

The following will be included in the comprehensive 2013 Land O' Frost Youth Sponsorship Program for the Springfield area. The following is a summary of the elements that will be included in the annual sponsorship agreement between Willard Parks and Recreation (WPR) and Land O' Frost (LOF).

This agreement will commence on January 1, 2013 and will terminate on December 31, 2013.

Sponsorship Elements:

This sponsorship will focus on approximately 82 teams in the Winter/Spring/Fall 13' season. Land O' Frost will sponsor teams under the age of 10.

- Prominent Logo inclusion on the front or back of jerseys for 82 teams . LOF will supply all necessary logo \ artwork and WPR will have the shirts printed. (The LOF logo will need to be a minimum of 2 ½"H x 10" W. The phrase Great Tasting Lunchmeat will need to be placed underneath the Land O' Frost oval. Land O' Frost to be the exclusive jersey sponsor, no other corporate logos to be placed on jerseys.)
- Coupon distribution in opening day packets, at tournaments, in mailings and other key functions throughout the year. (LOF will supply all coupons)
- Announcements by team and league administration to parents / kids about sponsorship.
- Opportunity for mention / inclusion of Land O' Frost product message in any league / parent communication.
- One approximately 4' x 8' banner (or similar signage) to be displayed where WPR teams, that LOF sponsors play. (LOF will give banner artwork and WPR will have banner printed)
- Logo inclusion on WPR game schedules for teams sponsored, registration materials and newsletters if possible.
- Land O' Frost logo/ youth sports link placed on the league web site <http://www.landofrost.com/youthsports>
- A minimum of two (2) annual Email Blasts to all parents, if available, letting them know of the LOF Youth Sports Link for special offers. LOF will provide Email Blast Template.
- Client will need Proof of Purchase (82 team pictures) by December 31, 2013. The Land O' Frost logo will need to be clearly identified on the shirts in 82 team pictures. The pictures can be informal, taken with a digital camera or regular film.

LAND O' FROST WILL DONATE: \$9,500.00

Willard Parks and Recreation Representative

Land O' Frost Representative 

**CITY OF WILLARD
BOARD OF ALDERMEN**
01/14/13



First Reading: 01-14-2013

Second Reading: 01-14-2013

Council Bill No.: 13-04

Ordinance No.: 130114C

AN ORDINANCE

AUTHORIZING

the Mayor to execute an contract amendment between the City of Willard and Olsson Associates to provide on-call engineering services; and amending the budget of the General Fund for Fiscal Year 2013.

1st and 2nd Reading

First Reading: _____ Second Reading: _____

Council Bill No.: _____ Ordinance No.: _____

AN ORDINANCE

AUTHORIZING the Mayor to execute an contract amendment between the City of Willard and Olsson Associates to provide on-call engineering services; and Amending the budget of the General Fund for Fiscal Year 2013.

WHEREAS, on May 15, 2012 the City of Willard entered into an agreement with Olsson & Associates for professional engineering services, and

WHEREAS, said agreement stipulated a total compensation and reimbursement to be paid to Olsson Associates to not exceed the sum of fifteen thousand dollars (\$15,000.00), and

WHEREAS, the City of Willard has determined that services above and beyond what were originally anticipated are necessary, thus requiring the total projected compensation and reimbursement to exceed what was originally estimated, and

WHEREAS, the Street Division budget of the General Fund did not include a line item for professional services and a budget amendment is required to make such an addition.

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

Section 1: The Mayor hereby is authorized to execute a contact amendment between the City of Willard and Olsson Associates, said amendment to be substantially in form and content as that document attached hereto and incorporated herein by reference as "Exhibit A."

Section 2: The Board of Aldermen herby amends the budget for Fiscal Year 2013 of the Street Division of the General Fund by adding a new line item entitled "Professional", and authorizes the Chief Financial Officer to reduce the budgeted amount in the "Public Improvements" line item by \$25,000.00 and adding \$25,000.00 to the "Professional" line item.

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

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

CYNDI COSBY-TRAPP

DOUG JOHNSON

BRYAN VINCENT

ED SIMMONS

DAVID HEMPHILL

DAVID ROGGENSEES

CONTRACT AMENDMENT

This agreement amends the original Contract between the City of Willard and Olsson & Associates entered into between the parties on May 15, 2012.

The parties hereby stipulate as follows:

1. That paragraph 7.b of the original Contract is hereby amended to reflect \$30,000.00 as the total compensation and reimbursement to be paid to Olsson & Associates rather than the previous \$15,000.00 stated.
2. That in all other respects, the original contract terms are in full force and effect.

WHEREFORE, the parties hereby agree to the following Amendment this ____ day of _____, 2013.

Mayor, Tom Keltner

Approved as to form: _____
City Attorney

ATTEST: _____
City Clerk

Olsson & Associates Representative

**CITY OF WILLARD
BOARD OF ALDERMEN**

01/14/13



First Reading: 01-14-2013

Second Reading:

Council Bill No.:

Ordinance No.:

AN ORDINANCE

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

1st Reading

First Reading: _____ Second Reading: _____

Council Bill No.: _____ Ordinance No.: _____

AN ORDINANCE

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

WHEREAS, the Board of Aldermen of the City of Willard desires to amend Section 110.090 of the Municipal Code of the City of Willard, and

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

Section 1: The City does hereby amend, Title I, Government Code, Chapter 110, Mayor and Board of Aldermen, Article II, Order of Business, Section 110.090 Order of Business by amending Section 110.090 as follows:

SECTION 110.090: ORDER OF BUSINESS

~~[The order of business at meetings of the Board of Aldermen are outlined in a tentative agenda as follows:]~~ **The Order of Business at meetings of the Board of Aldermen shall be set by an agenda, drafted and submitted by the City Clerk and approved by the Mayor. The agenda may change from the previous meeting based on issues relevant to the Board of Aldermen, but will include:**

1. Pledge of Allegiance
2. Call the meeting to order
3. Roll call of members
- ~~4. Special recognition (Awards, Certificates and Honors)]~~
5. Agenda amendments/approval of agenda
6. Approve minutes
7. Citizens input
8. **Quarterly Financial reports to be presented**
 - 1st Quarter – May**
 - 2nd Quarter – July**
 - 3rd Quarter – November**
 - 4th Quarter - February**
9. ~~[Police Department report]~~ **Department Reports**
10. ~~[Emergency Management report]~~ **Ordinances/Bills and Other Actions taken by the Board**
11. ~~[Public Works report]~~ **New Business**
12. ~~[Development report]~~ **Old Business**
- ~~13. Community services report]~~ **Adjourn Meeting**

~~[14. Regular agenda/ordinances/etc. Each and every regular agenda item, including ordinances, resolutions and other matters, will be preceded by a separate corresponding agenda category for "citizen input"]~~

~~[15. Old business]~~

~~[16. Closed session]~~

~~[17. Reopen meeting]~~

~~[18. Adjourn meeting]~~

NOTE: Language that is **Bold and Underlined** has been added and language that has been ~~[struck through and bracketed]~~ shall be deleted.

Section 2: Savings Clause. Nothing in this ordinance shall be construed to affect any suit or proceeding now pending in any court, or any rights acquired, or liability incurred, nor any cause or causes of action occurred or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this ordinance. In the event of any conflict between this ordinance and any other law, regulation or ordinance, the more restrictive shall apply.

Section 3: Severability Clause. If any section, subdivision, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Aldermen hereby declares that it would have adopted the ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 4: This Ordinance shall be in full force and effect from and after the date of its passage by the Board of Aldermen and approval of the Mayor.

Passed at meeting: _____

Mayor, Tom Keltner

Attest: _____, City Clerk

Approved as to form: _____, City Attorney

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

CYNDI COSBY-TRAPP

DOUG JOHNSON

BRYAN VINCENT

ED SIMMONS

DAVID HEMPHILL

DAVID ROGGENSEES

**CITY OF WILLARD
BOARD OF ALDERMEN**

01/14/13



The Federal mileage rate increased to 56.5 cents on January 1, 2013.

The current rate for Willard is .51 which is the 2011 Federal rate.

Please see the attached sheet for rates for other SW Missouri communities.

**MILEAGE RATES FOR COMMUNITIES IN SW MISSOURI
AS OF JANUARY 1, 2013**

Rogersville	56.5	IRS
Branson	56.5	IRS
Mount Vernon	56.5	IRS
Battlefield	56.5	IRS
Republic	56.5	IRS
Ozark	56.5	IRS
Nixa	53.5	IRS - 3-cents
Willard	51	2011 IRS
Greene County	41	Held due to budget constraints
Strafford	37	Held due to budget constraints
Average	52.15	



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Standard Mileage Rates for 2013

R-2012-95, Nov. 21, 2012

WASHINGTON — The Internal Revenue Service today issued the 2013 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on Jan. 1, 2013, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 56.5 cents per mile for business miles driven.
- 24 cents per mile driven for medical or moving purposes.
- 14 cents per mile driven in service of charitable organizations.

The rate for business miles driven during 2013 increases 1 cent from the 2012 rate. The medical and moving rate is also up 1 cent per mile from the 2012 rate.

The standard mileage rate for business is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

A taxpayer may not use the business standard mileage rate for a vehicle after using any depreciation method under the Modified Accelerated Cost Recovery System (MACRS) or after claiming a Section 179 deduction for that vehicle. In addition, the business standard mileage rate cannot be used for more than four vehicles used simultaneously.

These and other requirements for a taxpayer to use a standard mileage rate to calculate the amount of a deductible business, moving, medical, or charitable expense are in Rev. Proc. 2010-51. [Notice 2012-72](#) contains the standard mileage rates, the amount a taxpayer must use in calculating reductions to basis for depreciation taken under the business standard mileage rate, and the maximum standard automobile cost that a taxpayer may use in computing the allowance under a fixed and variable rate plan.

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Page Last Reviewed or Updated: 2012-12-13