

CITY OF WILLARD, MISSOURI

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



MEETING AGENDA AND PACKET

BOARD OF ALDERMEN

Regular Meeting

April 9, 2012

7:00 PM - Willard City Hall

224 W. Jackson Street

Mayor

Tom Keltner

Board Members

David Hemphill

Doug Johnson

David Roggensees

Ed Simmons

Cyndi Trapp

Bryan Vincent

www.cityofwillard.org

**CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING**

**April 9, 2012
7:00 P.M.**

Notice posted on April 5, 2012

Notice is hereby given that the City of Willard, Board of Aldermen will conduct a meeting at 7:00 p.m., April 9, 2012 at Willard City Hall, 224 W. Jackson, Willard, Missouri.

The tentative agenda of this meeting includes:

PLEDGE OF ALLEGIANCE

SWEAR/AFFIRM IN NEWLY ELECTED OFFICIALS

Call the meeting to order

Roll Call

1. **Agenda Amendments/Approval of Agenda**
2. **Approval of Meeting Minutes:**
 - Approve the minutes of the regular meeting on March 12, 2012
 - Approve the minutes of the special meeting on March 28, 2012
3. **Ceremonial Matters:**
 - Elections:
 - a. Elect Mayor Pro-tem
 - b. Elect Board of Aldermen representative to serve on Planning and Zoning Commission
4. **Citizen Input (*5 minute limit per person*)**
5. **Financial Reports**
 - a. March Outstanding Invoices
 - b. March Utility Adjustment Report
6. **Questions for the City Administrator**
7. **Ordinance to accept amendments to the City of Willard Employee Policy Manual (2nd Reading)**
 - a. Citizen Input
 - b. Discussion/Vote
8. **Ordinance declaring the final results of February 2012 Election. (2nd Reading)**
 - a. Citizen Input
 - b. Discussion/Vote
9. **Ordinance for Lift Stations – Section 400.1470 (2nd Reading)**
 - a. Citizen Input
 - b. Discussion/Vote
10. **Ordinance for Landscaping – Section 400.720 (2nd Reading)**
 - a. Citizen Input
 - b. Discussion/Vote
11. **Ordinance for Landscaping enforcement – Section 400.705 (2nd Reading)**
 - a. Citizen Input
 - b. Discussion/Vote

12. **Ordinance for Definitions – Section 400.120 (2nd Reading)**
 - a. Citizen Input
 - b. Discussion/Vote
13. **Ordinance for Commercial Vehicles – Section 400.780 (2nd Reading)**
 - a. Citizen Input
 - b. Discussion/Vote
14. **Ordinance for 410 to 400 – Section 400.080 (2nd Reading)**
 - a. Citizen Input
 - b. Discussion/Vote
15. **Ordinance for Escrow – Section 400.1440 (2nd Reading)**
 - a. Citizen Input
 - b. Discussion/Vote
16. **Ordinance amendments to Title III, Traffic Code, Chapter 300 - Section 365.080 (2nd Reading)**
 - a. Citizen Input
 - b. Discussion/Vote
17. **Ordinance for Park in Lieu of Fee Repeal – Section 400.1420 (2nd Reading)**
 - a. Citizen Input
 - b. Discussion/Vote
18. **Ordinance between the City of Willard and Olsson Engineering (1st and 2nd Reading)**
 - a. Citizen Input
 - b. Discussion/Vote
19. **Ordinance approving the Mayor to sign advertising contracts (1st and 2nd Reading)**
 - a. Citizen Input
 - b. Discussion/Vote
20. **Ordinance approving the agreement between the Willard Police Department and COMET (1st Reading)**
 - a. Citizen Input
 - b. Discussion/Vote
21. **Ordinance amending Chapter 205.070 (Limitation on number of dogs or cats). (1st Reading)**
 - a. Citizen Input
 - b. Discussion/Vote
22. **Ordinance accepting Intergovernmental agreement between the City of Willard and Greene County (1st Reading)**
 - a. Citizen Input
 - b. Discussion/Vote
23. **Discussion/Vote of the enforcement of Section 215.010-215.060 Willard Codes (Nuisances)**
 - a. Citizen Input
 - b. Discussion/Vote
24. **Discussion of the enforcement of Ordinance # 111219C, Sections 400.520 and 400.570 (Fowl)**
25. **Discussion/Review of Willard PD reports**
26. **Old Business**
27. **Adjourn Meeting**

IF YOU HAVE SPECIAL NEEDS, WHICH REQUIRE ACCOMMODATION, PLEASE NOTIFY CITY PERSONNEL AT CITY HALL.
ACCOMMODATIONS WILL BE MADE FOR YOUR NEEDS.
REPRESENTATIVES OF THE NEWS MEDIA MAY OBTAIN COPIES OF THIS NOTICE BY CONTACTING:

Dale Duvall
224 West Jackson
Willard, MO 65781

CITY OF WILLARD
BOARD OF ALDERMAN
REGULAR MEETING
March 12, 2012

Board present: Alderman Trapp-present, Alderman Roggensees-present, Alderman Hemphill-present, Mayor Keltner-present, Alderman Vincent-present and Alderman Simmons-present. Alderman Magee- not present.

Staff present: City Clerk, Dale Duvall; CFO, Karen Robson; City Administrator; Nicholas Heatherly; Parks Director, Kevin McDonald and Willard Reserve Officer, Bill Lingenfielser.

City Attorney Ken Reynolds was also present.

Citizens in attendance: Lucille Murray, Carl Montgomery, Mindy Latham, Robert Latham, Sam Baird, Doug Johnson and Kevin Spaulding from the Greene County Sheriff's office.

Mayor Tom Keltner led the Pledge of Allegiance.

Call to Order

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

Attorney Ken Reynolds opened the **PUBLIC HEARING TO CONSIDER AND RECOMMEND TO THE BOARD OF ALDERMEN, CHANGES TO THE CITY OF WILLARD MUNICIPAL CODE BOOK, TITLE IV, LAND USE, CHAPTER 400, LAND DEVELOPMENT REGULATIONS.**

There was no citizen input and so the public hearing was closed.

Roll Call

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

Agenda Amendments/Approval of Agenda

Motion made by Alderman Simmons and seconded by Alderman Hemphill to approve the agenda. Alderman Vincent-Aye, Alderman Magee--, Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye and Alderman Hemphill-Aye. All votes aye. Motion carried.

Approve the Minutes of the Regular Meeting on February 13, 2012

Alderman Hemphill asked that a change be made to read "non-residents" replacing "non-citizens", regarding the Tree Board membership. **Motion** made by Alderman Simmons and seconded by Alderman Roggensees. Alderman Vincent-Aye, Alderman Magee--, Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye and Alderman Hemphill-Aye. All votes aye. Motion carried.

Ceremonial Matters

None

Citizen Input

None

Presentation of public safety initiative ballot issue by the Greene County Sheriff's office

Major Kevin Spaulding of the Greene County Sheriff's office Ryan presented information explaining why Greene County is asking for the public safety initiative tax to pass in April.

Financial Report

February Outstanding Invoices- Motion made by Alderman Simmons and seconded by Alderman Vincent to approve the invoices. Alderman Vincent-Aye, Alderman Magee-----, Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye and Alderman Hemphill-Aye. All votes aye. Motion carried.

February Utility Adjustment Report- Motion made by Alderman Vincent and seconded by Alderman Trapp to approve the adjustment report. Alderman Vincent-Aye, Alderman Magee---, Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye and Alderman Hemphill-Aye. All votes aye. Motion carried.

Report from the City Administrator The City Administrator spoke to the Board about various projects that City staff is currently working on. Alderman Roggensees asked about and the topic was discussed regarding the sign for the entrance at Fox Creek Subdivision that the homeowners want to install. There will be a license agreement drawn up for the homeowners association to sign so that the sign may be put into the City right of way. **Motion** made by Alderman Simmons and seconded by Alderman Vincent to approve staff to bring proposals for changes regarding signs and the right of way's. Alderman Vincent-Aye, Alderman Magee---, Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye and Alderman Hemphill-Aye. All votes aye. Motion carried.

Land O' Frost/City of Willard Ordinance (2nd Reading)

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 2012 sports programs. Second read was conducted by the City Clerk.

Citizens Input -None

Discussion/Vote- None

Motion made by Alderman Roggensees and seconded by Alderman Vincent to approve the second read. Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye, Alderman Hemphill-Aye, Alderman Vincent-Aye and Alderman Magee----. All votes aye. Motion carried.

Commerce Bank/Willard Sports Complex Ordinance (2nd Reading)

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

Second read was conducted by the City Clerk.

Citizens Input –None

Discussion/Vote- None/**Motion** made by Alderman Simmons and seconded by Alderman Hemphill to approve the second read. Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye, Alderman Hemphill-Aye, Alderman Vincent-Aye and Alderman Magee---. All votes aye. Motion carried.

Ordinance to transfer surplus equipment to Willard R-II school district from the City of Willard (2nd Reading)

AUTHORIZING the disposal of a 2004 Dodge Intrepid, VIN 2B3HD46V74H70Z210, from the inventory of vehicles owned by the City of Willard (hereinafter referred to as “City”, and selling said vehicle to the Willard R-II School District, hereinafter referred to as “District”.

Second read was conducted by the City Clerk.

Citizens Input –None

Discussion/Vote-None/**Motion** was made by Alderman Vincent and seconded by Alderman Roggensees to approve the second read. Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye, Alderman Hemphill-Aye, Alderman Vincent-Aye and Alderman Magee----. All votes aye. Motion carried.

HDR Engineering and the City of Willard Ordinance (1st and 2nd Reading)

AUTHORIZING the Mayor, on behalf of the City of Willard, to execute an agreement between the City of Willard and HDR Engineering, Inc. to provide technical and professional services, and declaring an emergency.

First read was conducted by the City Clerk.

Citizens Input-None

Discussion/Vote- The City Administrator explained that HDR Engineering would be providing services to the City in regard to the lift stations in order to evaluate options to prevent future sanitary sewer overflows at Lift Station “D” and the Regional Lift Station. **Motion** was made by Alderman Roggensees and seconded by Alderman Simmons to approve the first read. Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye, Alderman Hemphill-Aye, Alderman Vincent-Nay and Alderman Magee----. Four votes aye. One vote nay. Motion carried.

Second read was conducted by the City Clerk.

Citizens Input-None

Discussion/Vote-None/**Motion** was made by Alderman Simmons and seconded by Alderman Hemphill to approve the second read. Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye, Alderman Hemphill-Aye, Alderman Vincent-Nay and Alderman Magee----. Four votes aye. One vote nay. Motion carried.

Ordinance Amending the City of Willard Employee Manual Ordinance (1st Reading)

ADOPTING amendments to the City of Willard Employee Manual.

First read was conducted by the City Clerk.

Citizens Input-None.

Discussion/Vote-The City Administrator informed the Board that these changes were to the uniform allowance payout procedure and unpaid leave/ **Motion** made by Alderman Simmons and seconded by Alderman Vincent to accept first reading. Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye, Alderman Hemphill-Aye, Alderman Vincent-Aye and Alderman Magee----. All votes aye. Motion carried.

Ordinance declaring the 2012 February Election results (1st Reading)

DECLARING the results of a Special Election held on the 7th day of February 2012, in the City of Willard, Missouri

First read was conducted by the City Clerk.

Citizens Input-None.

Discussion/Vote-None/ **Motion** made by Alderman Hemphill and seconded by Alderman Vincent to accept first reading. Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye, Alderman Hemphill-Aye, Alderman Vincent-Aye and Alderman Magee----. All votes aye. Motion carried.

Ordinance Amending Section 400.170 (Guarantees for Lift Stations and Force Mains) (1st Reading)

AN ORDINANCE approving municipal code amendments to Title IV, Land Use Regulations, Article XVI, Guarantees for Public Improvements, Section 400.1470, Guarantees for Lift Stations and Force Mains, by adding a new paragraph H, of the Municipal Code of the City of Willard.

First read was conducted by the City Clerk.

Citizens Input-None.

Discussion/Vote-The City Administrator informed the Board that these changes were to the uniform allowance payout procedure and unpaid leave./**Motion** made by Alderman Vincent and seconded by Alderman Simmons to accept first reading. Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye, Alderman Hemphill-Aye, Alderman Vincent-Aye and Alderman Magee----. All votes aye. Motion carried.

Ordinance amending Section 400.720 (Landscaping) (1st Reading)

AN ORDINANCE approving municipal code amendments to Title IV, Land Use Regulations, Article VIII, Landscaping, Screening and Buffering Requirements, Section 400.720, Landscape Planting Standards, of the Municipal Code of the City of Willard.

First read was conducted by the City Clerk.

Citizens Input-None.

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

Ordinance adding Section 400.705(Landscaping) (1st Reading)

AN ORDINANCE approving municipal code amendments to Title IV, Land Use Regulations, Article VIII, Landscaping, Screening and Buffering Requirements, by adding a new Section 400.705, Enforcement, to the Municipal Code of the City of Willard.

First read was conducted by the City Clerk.

Citizens Input-None.

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

Ordinance amending Section 400.120 (Definitions) (1st Reading)

AN ORDINANCE approving municipal code amendments to Title IV, Land Use Regulations, Article II, Definitions and Interpretations, Section 400.120, Definitions, by adding new definitions to the Municipal Code of the City of Willard.

First read was conducted by the City Clerk.

Citizens Input-None.

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

Ordinance amending Section 400.780 (Commercial Vehicles) (1st Reading)

AN ORDINANCE approving municipal code amendments to Title IV, Land Use Regulations, Article IX, Parking and Loading Area Requirements, Section 400.780, Off-Street Parking General Requirements, by adding amending paragraph F. Commercial Vehicle Parking in Residence Districts, of the Municipal Code of the City of Willard.

First read was conducted by the City Clerk.

Citizens Input-None.

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

Ordinance amending Section 410.080 (General Regulations-Zoning) (1st Reading)

AN ORDINANCE approving municipal code amendments to Title IV, Land Use Regulations, Article I, General Provisions, Section 400.080, General Regulations - Zoning, by

adding amending paragraph H., Accessory Structures And Uses, of the Municipal Code of the City of Willard.

First read was conducted by the City Clerk.

Citizens Input-None.

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

Ordinance amending Section 400.1440 (Escrow) (1st Reading)

AN ORDINANCE approving municipal code amendments to Title IV, Land Use, Chapter 400, Land Development Regulations Article XVI, Guarantees for Public Improvements, Section 400.1440, of the municipal code of the City of Willard pertaining to escrow agreements and Land Use Regulations.

First read was conducted by the City Clerk.

Citizens Input-None.

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

Ordinance amending Section 365.080 (Traffic Code) (1st Reading)

AN ORDINANCE approving municipal code amendments to Title III, Traffic Code, Chapter 300, General Provisions, Section 300.010, Definitions, by amending the definition of Commercial Vehicle, and Chapter 365, Stopping, Standing or Parking restricted or Prohibited on Certain Streets, and Section 365.080 Operation of Commercial Vehicles and Trucks Prohibited on Certain Streets, of the Municipal Code of the City of Willard.

First read was conducted by the City Clerk.

Citizens Input-None.

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

Ordinance repealing Section 400.1420(Park in Lieu of fee) (1st Reading)

AN ORDINANCE approving municipal code amendments to Title IV, Land Use Regulations, Article XV, Required Public Improvements, Section 400.1420, Park/Recreational Development, Dedication or Fee in Lieu Of, by repealing Section 400.1420 in its entirety and reserving the Section for future amendments, additions and modifications, of the Municipal Code of the City of Willard.

First read was conducted by the City Clerk.

Citizens Input-None.

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

Old Business- Alderman Hemphill asked to discuss the verbiage of the ordinance that deals with the number of dogs and cats allowed in an R-1 zoning district. Motion by Alderman Hemphill with a second by Alderman Simmons to present the Board with a new ordinance at the next meeting. Alderman also asked to discuss the tree board membership ordinance and the sign ordinance at the next Board meeting. The Mayor asked for the enforcement of the recently passed fowl ordinance to be discussed at the next Board meeting. After discussion it was decided to hold the public meetings on projects for the Capital Improvement tax money, prior to the May, June and July Board meetings.

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

Meeting adjourned at 8:50 p.m.

Dale Duvall, City Clerk

Tom Keltner, Mayor of Willard

CITY OF WILLARD
BOARD OF ALDERMAN
SPECIAL MEETING
MARCH 28, 2012

Board present: Alderman Trapp-present, Alderman Hemphill-present, Mayor Keltner-present, Alderman Vincent-present, Alderman Simmons-present and Alderman Magee- present.
Alderman Roggensees was not present.

Staff present: City Clerk, Dale Duvall; Nicholas Heatherly; and Willard Reserve Officer, Bill Lingenfielser.

City Attorney Ken Reynolds was also present.

Citizens in attendance: David and Helen Wicka, Justin and Amber Hatcher.

Mayor Tom Keltner led the Pledge of Allegiance.

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----, Alderman Hemphill-present, Mayor Keltner-present, Alderman Magee---present, Alderman Vincent-present and Alderman Simmons-present.

Attorney Ken Reynolds called Mr. Hatcher to testify first. Ms. Wicka was called to testify after Mr. Hatcher. Police Chief McClain then read the police incident report that was written by Officer Turner, the officer who responded to the call..

The Mayor then asked each of the Board members if they had individual questions for either party.

After discussion Alderman Simmons made a motion declaring the dog "a dangerous dog". Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees---, Alderman Hemphill-Nay, Alderman Vincent-Aye and Alderman Magee--Nay. Three votes aye. Two votes Nay. Motion carried.

A motion was made by Alderman Vincent with a second by Alderman Simmons to declare the dog attack as unprovoked. Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees---, Alderman Hemphill-Nay, Alderman Vincent-Aye and Alderman Magee--Nay. Three votes aye. Two votes Nay. Motion carried.

Mr. Hatcher was informed by Mr. Reynolds that he would be receiving a letter from the City and that the dog needed to be put down immediately.

Adjourn - Motion made by Alderman Simmons and seconded by Alderman Hemphill to adjourn the open session. Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees---, Alderman Hemphill-Aye, Alderman Vincent-Aye and Alderman Magee--Aye. All votes aye. Motion carried. Meeting Adjourned.

Dale Duvall, City Clerk

Tom Keltner, Mayor of Willard

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**CITY OF WILLARD
BOARD OF ALDERMEN**



FINANCE DEPARTMENT

ACTION REQUIRED: APPROVAL REQUESTED

Attached is the outstanding invoice listing for the month of March.

CITY OF WILLARD
Unpaid Invoice Listing
April 04, 2012

Payee #	Payee Name	Invoice Numb	Invoice Date	Due Date	Description	G/L Number	Total Due
ACE165	ACE HOOD CLEANING	635105PK	3/27/12	4/15/12	STOVE HOOD CLEANIN	3 808	150.00
AON145	A-1 CUSTOM MUFFLER	147241WA	3/07/12	4/15/12	MUFFLER- NISSIAN	2 965	100.00
ASM395	Air Soft Megastore	03142012LW	3/14/12	4/15/12	TRAINING SUPPLIES	1 1945	784.76
ATT135	A T & T/CINGULAR	3252012GN	3/17/12	4/15/12	MOBILE PHONES	1 940	182.88
BJS110	BJ'S TROPHY SHOP	88179PK	3/27/12	4/15/12	METALS & RIBBONS	3 936	45.00
BRC150	BILL ROBERTS CHEVROLET	53746WA	2/24/12	4/15/12	REPAIR # 204	2 965	291.46
CAE100	Choate Auto Electric Inc	03202012LW	3/20/12	4/15/12	DIAGNOSTIC ANALYSI	1 1965	150.00
CIT105	CITY OF WILLARD	3202012GN	3/21/12	4/15/12	WATER/SEWER	1 959	40.94
CIT105	CITY OF WILLARD	3202012LW	3/21/12	4/15/12	UTILITIES	1 1959	12.82
Vendor Total							53.76
COMMGN	COMMERCE CREDIT CARD SERVICES	109695GN	3/27/12	4/15/12	LODGING	1 945	395.52
COMMGN	COMMERCE CREDIT CARD SERVICES	590279GN	3/19/12	4/15/12	ON LINE STORAGE	1 876	50.00
COMMGN	COMMERCE CREDIT CARD SERVICES	2232012GN	3/23/12	4/15/12	OFFICE SUPPLIES	1 885	47.82
COMMGN	COMMERCE CREDIT CARD SERVICES	2232012LW	2/23/12	4/15/12	MINI CHARGER	1 1935	4.99
COMMGN	COMMERCE CREDIT CARD SERVICES	2242012GN	2/27/12	4/15/12	FLASH DRIVE	1 885	23.98
COMMGN	COMMERCE CREDIT CARD SERVICES	3062012GN	3/06/12	4/15/12	SEMINAR-ROBSON	1 945	150.00
COMMGN	COMMERCE CREDIT CARD SERVICES	3072012GN	3/07/12	4/15/12	POSTAGE	1 885	13.32
COMMGN	COMMERCE CREDIT CARD SERVICES	3122012GN	3/12/12	4/15/12	CLOCK & MISC OFFIC	1 935	41.01
COMMGN	COMMERCE CREDIT CARD SERVICES	3142012GN	3/14/12	4/15/12	ONLINE POSTAGE	1 876	15.99
COMMGN	COMMERCE CREDIT CARD SERVICES	3162012GN	3/16/12	4/15/12	OFFICE SUPPLIES	1 885	336.73
COMMGN	COMMERCE CREDIT CARD SERVICES	3262012GN	3/26/12	4/15/12	EMAIL HOSTING	1 876	120.00
COMMGN	COMMERCE CREDIT CARD SERVICES	03132012GN	3/13/12	4/15/12	POSTAGE PAYABLES	1 885	27.90
COMMGN	COMMERCE CREDIT CARD SERVICES	03272012GN	3/27/12	4/15/12	TRAVEL & TRAINING	1 945	69.55
COMMGN	COMMERCE CREDIT CARD SERVICES	25307467GN	3/05/12	4/15/12	HR DOCUMENTS	1 935	43.36
Vendor Total							1340.17
COMMLW	COMMERCE CREDIT CARD SERVICES	3072012LW	3/07/12	4/15/12	POSTAGE	1 1885	35.78
COMMLW	COMMERCE CREDIT CARD SERVICES	3122012LW	3/12/12	4/15/12	CLOROX WIPES	1 1935	13.32
COMMLW	COMMERCE CREDIT CARD SERVICES	02172012LW	2/17/12	4/15/12	MINI CHARGER	1 1935	9.66
COMMLW	COMMERCE CREDIT CARD SERVICES	02222012LW	2/22/12	4/15/12	POSTAGE	1 1885	9.18
COMMLW	COMMERCE CREDIT CARD SERVICES	03092012LW	3/13/12	4/15/12	OFFICE SUPPLIES	1 1885	63.83
Vendor Total							131.77
COMMPK	COMMERCE CREDIT CARD SERVICES	25580PK	3/05/12	4/15/12	SWIM SHORTS	3 937	51.00
COMMPK	COMMERCE CREDIT CARD SERVICES	30081PK	3/05/12	4/15/12	SWIMSUITS	3 937	244.66
COMMPK	COMMERCE CREDIT CARD SERVICES	996902PK	3/05/12	4/15/12	SWIM TRUNKS	3 937	306.00
COMMPK	COMMERCE CREDIT CARD SERVICES	3072012PK	3/07/12	4/15/12	POSTAGE	3 885	47.15
COMMPK	COMMERCE CREDIT CARD SERVICES	03132012PK	3/13/12	4/15/12	POSTAGE PAYABLES	3 885	5.40
Vendor Total							654.21
COMMSE	COMMERCE CREDIT CARD SERVICES	30512SE	3/02/12	4/15/12	DISH SOAP	2 1935	31.00
COMMSE	COMMERCE CREDIT CARD SERVICES	3072012SE	3/07/12	4/15/12	POSTAGE	2 1885	0.45
COMMSE	COMMERCE CREDIT CARD SERVICES	02232012SE	2/23/12	4/15/12	WATER & DISH SOAP	2 1935	61.50
COMMSE	COMMERCE CREDIT CARD SERVICES	02232012SE	2/23/12	4/15/12	SUPPLIES FOR SAMPL	2 1935	254.61
COMMSE	COMMERCE CREDIT CARD SERVICES	03122012SE	3/12/12	4/15/12	SEWER CONNECT FEE	2 385	1634.73
COMMSE	COMMERCE CREDIT CARD SERVICES	03132012SE	3/13/12	4/15/12	POSTAGE PAYABLES	2 1885	5.85
COMMSE	COMMERCE CREDIT CARD SERVICES	031152012SE	3/15/12	4/15/12	POSTAGE REMINDER	2 1885	90.00
Vendor Total							2078.14
COMMWA	COMMERCE CREDIT CARD SERVICES	30112WA	3/01/12	4/15/12	DRILL BITS	2 935	25.98
COMMWA	COMMERCE CREDIT CARD SERVICES	3072012WA	3/07/12	4/15/12	POSTAGE	2 885	3.30
COMMWA	COMMERCE CREDIT CARD SERVICES	3122012WA	3/12/12	4/15/12	CORD COVER	3 935	14.99
COMMWA	COMMERCE CREDIT CARD SERVICES	03012012WA	3/01/12	4/15/12	FUEL	2 960	67.63
COMMWA	COMMERCE CREDIT CARD SERVICES	03132012WA	3/13/12	4/15/12	POSTAGE PAYABLES	2 885	5.85
COMMWA	COMMERCE CREDIT CARD SERVICES	03152012WA	3/15/12	4/15/12	POSTAGE REMINDER	2 885	90.00
COMMWA	COMMERCE CREDIT CARD SERVICES	41336364WA	3/05/12	4/15/12	MFSMA CONFERENCE	2 945	200.00
Vendor Total							407.75
CON165	CONCO QUARRIES, INC.	03152012SE	3/15/12	4/15/12	AGSAND	2 1935	59.19
CPI200	COPY PRODUCTS, INC	50934LW	3/27/12	4/15/12	TONER	1 1885	22.80
DAY425	DAYSTAR DISTRIBUTING INC.	99649GN	3/14/12	4/15/12	BALLAST	1 935	97.50
EMP210	EMPIRE ELECTRIC	4022012PK	4/03/12	4/15/12	ELECTRIC	3 955	2753.14
EMP210	EMPIRE ELECTRIC	04022012GN	4/03/12	4/15/12	ELECTRIC	1 955	319.96
EMP210	EMPIRE ELECTRIC	04022012LW	4/03/12	4/15/12	UTILITIES	1 1955	237.77
EMP210	EMPIRE ELECTRIC	04022012SE	4/03/12	4/15/12	ELECTRIC	2 1955	4189.75
EMP210	EMPIRE ELECTRIC	04022012SL	4/03/12	4/15/12	ELECTRIC	1 2930	4685.98
EMP210	EMPIRE ELECTRIC	04022012ST	4/03/12	4/15/12	ELECTRIC	1 2935	52.75
EMP210	EMPIRE ELECTRIC	04022012WA	4/03/12	4/15/12	ELECTRIC	2 955	5862.04
Vendor Total							18101.39
FED100	FEDERAL PROTECTION INC	0488804PK	3/27/12	4/15/12	QUARTERLY MONITOR	3 876	108.00

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Payee #	Payee Name	Invoice Num	Invoice Date	Due Date	Description	G/L Number	Total Due
FLY200	FLYNN DRILLING CO., INC.	32156WA	3/20/12	4/15/12	ANNUAL INSP WELLS	2 876	800.00
FOU325	FOURAKER PRINTING CO.	9900	3/26/12	4/15/12	BILLING ENVELOPES	2 1885	122.50
FOU325	FOURAKER PRINTING CO.	9900WA	3/26/12	4/15/12	BILLING ENVELOPES	2 885	122.50
FOU325	FOURAKER PRINTING CO.	9901LW	3/15/12	4/15/12	2 PART FORMS	1 885	126.50
					Vendor Total		371.50
FRO560	FROG'S DETAILED SPECIALITIES	3202012PK	3/21/12	4/15/12	ADVERTISING SIGN	3 800	440.00
GCH100	GREENE CO HEALTH DEPT	205WA	3/16/12	4/15/12	WATER TESTS	2 876	104.00
GRA300	GRAINGER	03232012SE	3/23/12	4/15/12	LINE STRAINER	2 1935	430.80
HAR160	HARRY COOPER SUPPLY COMPANY	3202012PK	3/20/12	4/15/12	GRIPPER PLUG	3 937	7.37
HAR160	HARRY COOPER SUPPLY COMPANY	3380421WA	3/05/12	4/15/12	BUTT SPLIC CONN	2 935	104.30
					Vendor Total		111.67
HIL100	HILLYARD JANITORIAL SUPPLY	171520GN	3/27/12	4/15/12	SUPPLIES	1 935	68.36
HIL100	HILLYARD JANITORIAL SUPPLY	171521PK	3/27/12	4/15/12	SUPPLIES	3 935	26.93
HIL100	HILLYARD JANITORIAL SUPPLY	171522WA	3/27/12	4/15/12	SUPPLIES	2 935	73.51
					Vendor Total		168.80
INL105	INLAND PRINTING COMPANY	51518GN	3/20/12	4/15/12	CANON COPIER	1 876	16.26
KIM100	KIMBALL MIDWEST	2363376WA	3/23/12	4/15/12	CAP SCREW	2 935	462.30
KZD100	KZ DESIGN & DETAILING LLC	313GN	3/30/12	4/15/12	MAPPING	1 876	45.00
KZD100	KZ DESIGN & DETAILING LLC	313PD	3/30/12	4/15/12	MAPPING	1 4876	165.00
KZD100	KZ DESIGN & DETAILING LLC	313WA	3/30/12	4/15/12	MAPPING	2 876	85.00
					Vendor Total		295.00
LAK110	LAKE LAND LABORATORIES	18510SE	3/19/12	4/15/12	WASTEWATER SAMPLES	2 1876	135.00
LEG250	Legalshield	3252012LW	3/26/12	4/15/12	LEGAL SERVICES	1 1876	53.85
LOW505	LOWES CREDIT SERVICES	910102SE	3/01/12	4/15/12	MISC SUPPLY	2 1935	143.69
LOW505	LOWES CREDIT SERVICES	910102WA	3/01/12	4/15/12	MISC SUPPLY	2 935	143.69
LOW505	LOWES CREDIT SERVICES	917354PK	3/06/12	4/15/12	RETURN MISC PARTS	2 808	-8.72
LOW505	LOWES CREDIT SERVICES	3012012PK	3/06/12	4/15/12	ELECTRICAL REPAIR	1 808	210.42
LOW505	LOWES CREDIT SERVICES	03062012GN	3/06/12	4/15/12	DOWNSPOUTS & MISC	1 808	17.11
LOW505	LOWES CREDIT SERVICES	03142012PK	3/14/12	4/15/12	REPAIRS PAVILLION	3 900	21.74
LOW505	LOWES CREDIT SERVICES	032023012PK	3/20/12	4/15/12	1/2" PLUG	3 937	3.50
					Vendor Total		531.43
MAN160	MANN, WALTER, BISHOP & SHERMAN	15326LW	4/03/12	4/15/12	ATTORNEY SERVICES	1 1876	658.86
MAR125	MARCK INDUSTRIES, INC.	3132012GN	3/13/12	4/15/12	DOC SHRED	1 876	40.00
MDF100	Most Dependable Fountains	24779PK	3/26/12	4/15/12	PLASTIC CARTRIDGE	3 900	61.00
MED230	MEDIACOM	3262012GN	3/26/12	4/15/12	MEDIA SERVICE	1 959	10.00
MER275	MERCY HEALTH PLANS	56513GN	3/26/12	4/15/12	HEALTH INS	1 860	1238.48
MER275	MERCY HEALTH PLANS	56513LW	3/26/12	4/15/12	HEALTH INS	1 1860	4858.68
MER275	MERCY HEALTH PLANS	56513PD	3/26/12	4/15/12	HEALTH INS	1 4860	317.56
MER275	MERCY HEALTH PLANS	56513PK	3/26/12	4/15/12	HEALTH INS	3 860	1937.12
MER275	MERCY HEALTH PLANS	56513SE	3/26/12	4/15/12	HEALTH INS	2 1860	2064.14
MER275	MERCY HEALTH PLANS	56513WA	3/26/12	4/15/12	HEALTH INS	2 860	2064.14
					Vendor Total		12480.12
MIS350	MISSOURI LAGERS	03272012GN	3/27/12	4/15/12	RETIREMENT	1 910	1050.54
MIS350	MISSOURI LAGERS	03272012LW	3/27/12	4/15/12	RETIREMENT	1 1910	2857.96
MIS350	MISSOURI LAGERS	03272012PD	3/27/12	4/15/12	RETIREMENT	1 4910	328.63
MIS350	MISSOURI LAGERS	03272012PK	3/27/12	4/15/12	RETIREMENT	3 910	671.14
MIS350	MISSOURI LAGERS	03272012SE	3/27/12	4/15/12	RETIREMENT	2 1910	1239.28
MIS350	MISSOURI LAGERS	03272012ST	3/27/12	4/15/12	RETIREMENT	1 2910	155.21
MIS350	MISSOURI LAGERS	03272012WA	3/27/12	4/15/12	RETIREMENT	2 910	1239.29
					Vendor Total		7542.05
MOC100	MISSOURI ONE CALL	2030433WA	3/31/12	4/15/12	LOCATES	2 876	110.50
MUR460	MURFIN'S MARKET	03112012PK	3/11/12	4/15/12	SPRINGBREAK SUPPLY	3 938	42.25
MUR460	MURFIN'S MARKET	03162012PK	3/16/12	4/15/12	SPRINGBREAK SUPPLY	3 938	9.65
					Vendor Total		51.90
OFF250	OFFICER CPA FIRM LLC	2378GN	3/30/12	4/15/12	MARCH 2012 AUDIT	1 805	2165.31
OIS160	ONLINE INFORMATION SERVICES	403191WA	3/30/12	4/15/12	UTILITY REPORTS	2 876	143.10
ORE145	O'REILLY'S AUTO PARTS	169034LW	2/29/12	4/15/12	ALTERNATOR-MISC	1 1965	155.15
ORE145	O'REILLY'S AUTO PARTS	169099ST	2/29/12	4/15/12	PAINT & PRIMER	1 2965	104.44

Payee #	Payee Name	Invoice Numb	Invoice Date	Due Date	Description	G/L Number	Total Due
ORE145	O'REILLY'S AUTO PARTS	169258WA	3/01/12	4/15/12	HITCH PINS	2 965	6.78
ORE145	O'REILLY'S AUTO PARTS	169902WA	3/05/12	4/15/12	PRIMER & SAND PAPE	2 965	63.94
ORE145	O'REILLY'S AUTO PARTS	169976SE	3/06/12	4/15/12	RADIATOR HOSE	2 1935	14.20
ORE145	O'REILLY'S AUTO PARTS	170437WA	3/09/12	4/15/12	TOGGLE SWITCH	2 965	9.88
ORE145	O'REILLY'S AUTO PARTS	171279SE	3/14/12	4/15/12	CONNECTOR KIT	2 1935	13.99
ORE145	O'REILLY'S AUTO PARTS	171310PK	3/14/12	4/15/12	PAINT- REPAIR	3 808	13.16
ORE145	O'REILLY'S AUTO PARTS	171453PK	3/16/12	4/15/12	SPRAY PAINT	3 900	5.49
ORE145	O'REILLY'S AUTO PARTS	171517WA	3/15/12	4/15/12	MINI LAMP	3 965	2.10
ORE145	O'REILLY'S AUTO PARTS	172251PK	3/19/12	4/15/12	FUEL HOSE LEAF BLO	3 935	2.78
ORE145	O'REILLY'S AUTO PARTS	172516WA	3/21/12	4/15/12	CNTRL MODULE	2 965	98.88
ORE145	O'REILLY'S AUTO PARTS	172544WA	3/21/12	4/15/12	BRAKES	2 965	28.05
ORE145	O'REILLY'S AUTO PARTS	172551WA	3/21/12	4/15/12	BRAKE PADS	2 965	47.14
ORE145	O'REILLY'S AUTO PARTS	172551WA	3/21/12	4/15/12	RETURN BRAKES	2 965	-28.05
ORE145	O'REILLY'S AUTO PARTS	172566WA	3/21/12	4/15/12	BRAKE PADS	2 965	28.50
ORE145	O'REILLY'S AUTO PARTS	172566WA	3/21/12	4/15/12	CREDIT RETURN	2 965	-30.40
ORE145	O'REILLY'S AUTO PARTS	172786WA	3/23/12	4/15/12	BATTERY	2 965	71.64
ORE145	O'REILLY'S AUTO PARTS	172796WA	3/23/12	4/15/12	ALTERNATOR	3 965	115.63
ORE145	O'REILLY'S AUTO PARTS	173427PK	3/26/12	4/15/12	PAINT	3 808	6.58
ORE145	O'REILLY'S AUTO PARTS	173432PK	3/26/12	4/15/12	BATTERY	3 965	36.49
ORE145	O'REILLY'S AUTO PARTS	173485WA	3/26/12	4/15/12	BRAKE PADS	3 965	34.11
ORE145	O'REILLY'S AUTO PARTS	173487PK	3/26/12	4/15/12	RETURN BATTERY	3 965	-48.49
ORE145	O'REILLY'S AUTO PARTS	173628WA	3/27/12	4/15/12	ADHESIVE- AUTO	2 935	7.18
ORE145	O'REILLY'S AUTO PARTS	173661WA	3/27/12	4/15/12	CREEPER	2 935	92.98
ORE145	O'REILLY'S AUTO PARTS	173662WA	3/27/12	4/15/12	15 AMP FUSE	2 935	8.99
ORE145	O'REILLY'S AUTO PARTS	173666WA	3/27/12	4/15/12	15AMP FUSE- RETURN	2 935	-8.99
ORE145	O'REILLY'S AUTO PARTS	173668WA	3/27/12	4/15/12	20 AMP FUSES	2 935	8.99
ORE145	O'REILLY'S AUTO PARTS	173801WA	3/28/12	4/15/12	FUSE PACK	2 935	9.99
ORE145	O'REILLY'S AUTO PARTS	173850PK	3/28/12	4/15/12	OIL	3 935	13.52
					Vendor Total		884.65
OZA255	OZARKS COCA COLA	508249PK	3/13/12	4/15/12	CONCESSIONS	3 820	293.16
OZA255	OZARKS COCA COLA	10508351PK	3/20/12	4/15/12	CONCESSION	3 820	75.92
OZA255	OZARKS COCA COLA	10508455PK	3/27/12	4/15/12	CONCESSIONS	3 820	119.32
					Vendor Total		488.40
OZA270	OZARK POWER CENTER INC.	280296WA	3/01/12	4/15/12	MOWER BLADES	2 965	118.80
OZA270	OZARK POWER CENTER INC.	280404PK	3/08/12	4/15/12	GRASSHOPPER BLADES	3 965	150.30
					Vendor Total		269.10
OZA280	Ozark Greenways, Inc	03142012SE	3/14/12	4/15/12	RENT APRIL	2 1876	250.00
OZA280	Ozark Greenways, Inc	03142012WA	3/14/12	4/15/12	RENT	2 876	250.00
					Vendor Total		500.00
PAS100	PLAY IT AGAIN SPORTS	12049PK	3/13/12	4/15/12	CAMP SHIRTS	3 938	80.00
PAS100	PLAY IT AGAIN SPORTS	12051PK	3/13/12	4/15/12	SPORT EQUIP	3 936	106.00
PAS100	PLAY IT AGAIN SPORTS	12087PK	3/26/12	4/15/12	COACH SHIRTS	3 936	140.25
PAS100	PLAY IT AGAIN SPORTS	12098PK	3/28/12	4/15/12	REPLACE BB GOAL	3 845	50.00
					Vendor Total		376.25
PIT205	PITNEY BOWES CREDIT CORP	6386288SE	3/19/12	4/15/12	FOLDER/SORTER	2 1876	393.50
PIT205	PITNEY BOWES CREDIT CORP	6386288WA	3/19/12	4/15/12	FOLDER/SORTER	2 876	393.50
					Vendor Total		787.00
REX380	REX SMITH OIL CO.	3292012PK	3/29/12	4/15/12	#10 dYED DIESEL	3 965	278.92
REX380	REX SMITH OIL CO.	03232012PK	3/23/12	4/15/12	#10 DYED DIESEL	3 965	68.03
REX380	REX SMITH OIL CO.	03232012WA	3/23/12	4/15/12	#10 DYED DIESEL	2 965	25.00
					Vendor Total		371.95
RGG200	REYNOLDS, GOLD & GROSSER PC	156917GN	3/30/12	4/15/12	ATTORNEY SERVICES	1 876	1255.56
RGG200	REYNOLDS, GOLD & GROSSER PC	156917LW	3/30/12	4/15/12	ATTORNEY SERVICES	1 1876	1240.40
RGG200	REYNOLDS, GOLD & GROSSER PC	156917PD	3/30/12	4/15/12	ATTORNEY SERVICES	1 4876	112.00
RGG200	REYNOLDS, GOLD & GROSSER PC	156917PK	3/30/12	4/15/12	ATTORNEY SERVICES	3 876	245.00
RGG200	REYNOLDS, GOLD & GROSSER PC	156917SE	3/30/12	4/15/12	ATTORNEY SERVICES	2 1876	62.00
RGG200	REYNOLDS, GOLD & GROSSER PC	156917WA	3/30/12	4/15/12	ATTORNEY SERVICES	2 876	62.00
					Vendor Total		2976.96
SAS150	SASCO PAVEMENT COATING, INC.	03012012ST	3/01/12	4/15/12	COLD PATCH	1 2935	125.00
SPS150	SCHENDEL PEST SERVICES	3212012GN	3/21/12	4/15/12	PEST CONTROL	1 876	30.00
SPS150	SCHENDEL PEST SERVICES	3212012LW	3/21/12	4/15/12	PEST CONTROL	1 1876	30.00
SPS150	SCHENDEL PEST SERVICES	3212012PK	3/21/12	4/15/12	PEST CONTROL	3 876	60.00
SPS150	SCHENDEL PEST SERVICES	3212012SE	3/21/12	4/15/12	PEST CONTROL	2 1876	30.00
SPS150	SCHENDEL PEST SERVICES	3212012WA	3/21/12	4/15/12	PEST CONTROL	2 876	30.00
					Vendor Total		180.00
STI150	SAWYER TIRE INC.	11281PK	2/29/12	4/15/12	TIRE REPAIR	3 965	12.00
STI150	SAWYER TIRE INC.	11399LW	3/07/12	4/15/12	OIL CHANGE	1 1965	35.95
STI150	SAWYER TIRE INC.	18133LW	3/07/12	4/15/12	OIL CHANGE	1 1965	39.23
					Vendor Total		87.18

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Payee #	Payee Name	Invoice Num	Invoice Date	Due Date	Description	G/L Number	Total Due
UNI110	UNIFIRST CORP	3272012GN	3/27/12	4/15/12	MATS	1 935	54.10
UNI110	UNIFIRST CORP	3272012LW	3/27/12	4/15/12	MATS	1 1935	46.00
UNI110	UNIFIRST CORP	3272012PK	3/27/12	4/15/12	MATS	3 935	104.80
UNI110	UNIFIRST CORP	3272012SE	3/27/12	4/15/12	UNIFORMS	2 1935	177.26
UNI110	UNIFIRST CORP	3272012WA	3/27/12	4/15/12	UNIFORMS	2 935	177.26
Vendor Total							559.42
USA405	US BANK	199678202GN	3/27/12	4/15/12	TOSHIBA	1 885	174.83
USA405	US BANK	199678202LW	3/27/12	4/15/12	TOSHIBA	1 1885	174.83
USA405	US BANK	199678202PK	3/27/12	4/15/12	TOSHIBA	3 885	174.82
Vendor Total							524.48
UTI115	UTILITY SERVICE CO, INC	288240WA	3/30/12	4/15/12	QUARTERLY MEADOWS	2 876	10932.00
VER100	VERIZON WIRELESS	2720181941GN	3/30/12	4/15/12	PHONE	1 940	36.55
VER100	VERIZON WIRELESS	2720181941LW	3/30/12	4/15/12	PHONE	1 1940	392.54
VER100	VERIZON WIRELESS	2720181941PD	3/30/12	4/15/12	PHONE	1 4940	65.62
VER100	VERIZON WIRELESS	2720181941PK	3/30/12	4/15/12	PHONE	3 940	91.40
VER100	VERIZON WIRELESS	2720181941WA	3/30/12	4/15/12	PHONE	2 959	62.70
Vendor Total							648.81
VSP130	VISION SERVICE PLAN - (IC)	3202012GN	3/27/12	4/15/12	VISION INS	1 860	44.10
VSP130	VISION SERVICE PLAN - (IC)	3202012LW	3/27/12	4/15/12	VISION INS	1 1860	53.41
VSP130	VISION SERVICE PLAN - (IC)	3202012PK	3/27/12	4/15/12	VISION INS	3 860	47.04
VSP130	VISION SERVICE PLAN - (IC)	3202012SE	3/27/12	4/15/12	VISION INS	2 1860	67.86
VSP130	VISION SERVICE PLAN - (IC)	3202012WA	3/27/12	4/15/12	VISION INS	2 860	67.87
Vendor Total							280.28
WAL110	Walmart Community/GEMB	02162012GN	2/16/12	4/15/12	CONCESSION	1 935	5.44
WAL110	Walmart Community/GEMB	02162012PK	2/16/12	4/15/12	CONCESSIONS	3 820	138.66
WAL110	Walmart Community/GEMB	02162012LW	2/16/12	4/15/12	CONCESSIONS	2 935	5.68
WAL110	Walmart Community/GEMB	02162012WA	2/16/12	4/15/12	SPRAY BOTTLES	2 935	25.26
WAL110	Walmart Community/GEMB	03012012GN	3/01/12	4/15/12	CONCESSIONS	1 935	347.75
WAL110	Walmart Community/GEMB	03012012PK	3/01/12	4/15/12	CONCESSIONS	3 820	51.64
WAL110	Walmart Community/GEMB	03012012LW	3/01/12	4/15/12	CONCESSIONS	3 820	51.64
WAL110	Walmart Community/GEMB	03082012PK	3/08/12	4/15/12	CONCESSIONS	1 935	1.36
WAL110	Walmart Community/GEMB	03162012GN	3/16/12	4/15/12	FEE	1 935	1.36
Vendor Total							575.79
WAT115	WATER PRODUCTS, INC.	906328WA	3/06/12	4/15/12	WATER METERS	2 843	9000.00
WAT115	WATER PRODUCTS, INC.	908464WA	3/23/12	4/15/12	100W ERT	2 843	6450.00
WAT115	WATER PRODUCTS, INC.	908465WA	3/23/12	4/15/12	MOUNTING KITS	2 843	313.17
WAT115	WATER PRODUCTS, INC.	908466WA	3/23/12	4/15/12	FLAT LID	2 843	556.50
Vendor Total							16319.67
WAT200	WATER WORKS, INC.	01896WA	3/14/12	4/15/12	LOCKING DEVICE	2 935	696.00
WCA100	WCA MO - CITY BILLING	1518141ST	3/15/12	4/15/12	CITIZENS TRASH FEB	1 2940	3135.75
WHE150	White House Xpress Productions	44906PK	3/12/12	4/15/12	soccer shirts	3 936	1372.75
WHE150	White House Xpress Productions	44906PK	3/12/12	4/15/12	SHIRTS	3 935	181.25
WHE150	White House Xpress Productions	44918PK	3/26/12	4/15/12	SPORTS UNIFORMS	3 936	52.25
Vendor Total							1606.25
WIN100	WINDSTREAM COMMUNICATIONS	11713973GN	3/27/12	4/15/12	PHONE	1 959	893.98
WIN100	WINDSTREAM COMMUNICATIONS	11713973LW	3/27/12	4/15/12	PHONE	1 1959	549.65
WIN100	WINDSTREAM COMMUNICATIONS	11713973PK	3/27/12	4/15/12	PHONE	3 959	514.40
WIN100	WINDSTREAM COMMUNICATIONS	11713973SE	3/27/12	4/15/12	PHONE	2 1959	65.02
WIN100	WINDSTREAM COMMUNICATIONS	11713973WA	3/27/12	4/15/12	PHONE	2 959	121.80
Vendor Total							2144.85
WRI110	WRIGHT EXPRESS	29026936LW	3/31/12	4/15/12	PHONE	1 1960	2513.69
WRI110	WRIGHT EXPRESS	29026936PD	3/31/12	4/15/12	PHONE	1 4960	59.02
WRI110	WRIGHT EXPRESS	29026936PK	3/31/12	4/15/12	FUEL	3 960	108.46
WRI110	WRIGHT EXPRESS	29026936SE	3/31/12	4/15/12	PHONE	2 1960	642.56
WRI110	WRIGHT EXPRESS	29026936WA	3/31/12	4/15/12	PHONE	2 960	642.56
Vendor Total							3966.29
Final Total							100378.31
1	805	0	AUDIT FEE (GCG)				2165.31
1	808	0	BUILDING MAINTENANCE (GCG)				17.11
1	860	0	GROUP INSURANCE (GCG)				1282.58
1	876	0	PROFESSIONAL (GCG)				1572.81
1	885	0	OFFICE SUPPLIES (GCG)				751.08
1	910	0	RETIREMENT PLAN (GCG)				1050.54
1	935	0	SUPPLIES (GCG)				336.39
1	940	0	TELEPHONE (GCG)				219.43
1	945	0	TRAVEL AND TRAINING (GCG)				615.07
1	955	0	UTILITIES-ELECTRIC (GCG)				319.96
1	959	0	UTILITIES-OTHER (GCG)				944.92
1	1860	0	GROUP INSURANCE (LAW)				4912.09
1	1876	0	PROFESSIONAL (LAW)				1983.11

CITY OF WILLARD
Unpaid Invoice Listing
April 04, 2012

Payee #	Payee Name	Invoice Numb	Invoice Date	Due Date	Description	G/L Number	Total Due
1	1885 0				OFFICE EXPENSE (LAW)		306.42
1	1910 0				RETIREMENT PLAN (LAW)		2857.96
1	1935 0				SUPPLIES (LAW)		73.97
1	1940 0				TELEPHONE (LAW)		392.54
1	1945 0				TRAVEL & TRAINING (LAW)		784.76
1	1955 0				UTILITIES-ELECTRIC (LAW)		237.77
1	1959 0				UTILITIES-OTHER (LAW)		562.47
1	1960 0				VEHICLE EXPENSES-GAS		2513.69
1	1965 0				VEHICLE EXPENSE-OTHER		380.33
1	2910 0				RETIREMENT PLAN (STREETS)		155.21
1	2930 0				STREET LIGHTS (STREETS)		4685.98
1	2935 0				SUPPLIES (STREETS)		177.75
1	2940 0				TRASH EXPENSE		3135.75
1	2965 0				VEHICLE EXPENSE-OTHER		104.44
1	4860 0				GROUP INSURANCE (P&D)		317.56
1	4876 0				PROFESSIONAL (P&D)		277.00
1	4910 0				RETIREMENT (P&D)		328.63
1	4940 0				TELEPHONE (P&D)		65.62
1	4960 0				VEHICLE EXPENSE-GAS		59.02
	Total for Fund #: 1						33587.27
2	385 0				SEWER CONNECTION FEES		1634.73
2	843 0				EQUIPMENT		16319.67
2	860 0				GROUP INSURANCE (WATER)		2132.01
2	876 0				PROFESSIONAL (WATER)		12910.10
2	885 0				OFFICE SUPPLIES (WATER)		221.65
2	910 0				RETIREMENT PLAN (WATER)		1239.29
2	935 0				SUPPLIES (WATER)		1807.86
2	945 0				TRAVEL AND TRAINING (WATER)		200.00
2	955 0				UTILITIES-ELECTRIC (WATER)		5862.04
2	959 0				UTILITIES-OTHER (WATER)		184.50
2	960 0				VEHICLE EXPENSES-GAS		710.19
2	965 0				VEHICLE EXPENSE-OTHER		983.46
2	1860 0				GROUP INSURANCE (SEWER)		2132.00
2	1876 0				PROFESSIONAL (SEWER)		870.50
2	1885 0				OFFICE SUPPLIES (SEWER)		218.80
2	1910 0				RETIREMENT PLAN (SEWER)		1239.28
2	1935 0				SUPPLIES (SEWER)		1186.24
2	1955 0				UTILITIES-ELECTRIC (SEWER)		4189.75
2	1959 0				UTILITIES-OTHER (SEWER)		65.02
2	1960 0				VEHICLE EXPENSES-GAS		642.56
	Total for Fund #: 2						54749.65
3	800 0				ADVERTISING		440.00
3	808 0				BUILDING MAINTENANCE (PARK)		371.44
3	820 0				CONCESSIONS		1026.45
3	845 0				EQUIPMENT-SPORTS (PARK)		50.00
3	860 0				GROUP INSURANCE		1984.16
3	876 0				PROFESSIONAL		413.00
3	885 0				OFFICE SUPPLIES		227.37
3	900 0				REPAIRS AND MAINTENANCE		88.23
3	910 0				RETIREMENT PLAN		671.14
3	935 0				SUPPLIES-GENERAL (PARK)		344.27
3	936 0				SUPPLIES-SPORTS		1716.25
3	937 0				SUPPLIES-AQUATIC		612.53
3	938 0				SUPPLIES-SPECIAL ACTIVITY (PARK)		131.90
3	940 0				TELEPHONE		91.40
3	955 0				UTILITIES-ELECTRIC (PARK)		2753.14
3	959 0				UTILITIES-OTHER (PARK)		514.40
3	960 0				VEHICLE EXPENSES-GAS		108.46
3	965 0				VEHICLE EXPENSE-OTHER		497.25
	Total for Fund #: 3						12041.39

**CITY OF WILLARD
BOARD OF ALDERMEN**



FINANCE DEPARTMENT

ACTION REQUIRED: APPROVAL REQUESTED

Attached is the utility adjustment report for the month of March.

FROM 3/01/2012 TO 3/31/2012

ACCOUNT #	SERV	ADJ	ADJ DATE	PERIOD	NAME	COMMENT	MISC SERV	MISC TAX	MISC PEN	TOTAL
			SERVICE		TAX					
100080001	WA	MISC	3/06/12	1	EMMA MYERS	Leak adjustment				
	PREVIOUS		49.04		1.11	.00	.00	.00	.00	50.15
	ADJUSTMENT		17.52-		.00	.00	.00	.00	.00	17.52-
	CURRENT		31.52		1.11	.00	.00	.00	.00	32.63
110019801	WA	LEAK	3/06/12	1	JEFF CRAMER	leak adjustment				
	PREVIOUS		40.00		.90	.00	.00	.00	.00	40.90
	ADJUSTMENT		14.00-		.00	.00	.00	.00	.00	14.00-
	CURRENT		26.00		.90	.00	.00	.00	.00	26.90
340017201	WA	LEAK	3/06/12	1	PATRICK L BRUNS					
	PREVIOUS		47.00		3.05	.00	.00	.00	.00	50.05
	ADJUSTMENT		33.00-		.00	.00	.00	.00	.00	33.00-
	CURRENT		14.00		3.05	.00	.00	.00	.00	17.05
410010401	WA	PNLT	3/06/12	1	ERIC RIDINGER	Removed reconnect penalty				
	PREVIOUS		20.34		.46	.00	.00	.00	.00	20.80
	ADJUSTMENT		.00		.00	50.00-	.00	.00	.00	50.00-
	CURRENT		20.34		.46	50.00-	.00	.00	.00	29.20-
502620000	SE	MISC	3/06/12	1	SHAWN BAKER					
	PREVIOUS		64.75		.00	.00	.00	.00	.00	64.75
	ADJUSTMENT		77.52-		.00	.00	.00	.00	.00	77.52-
	CURRENT		12.77-		.00	.00	.00	.00	.00	12.77-
502620000	WA	MISC	3/06/12	1	SHAWN BAKER	Adjust for multiplier error				
	PREVIOUS		17.23		1.95	.00	.00	.00	.00	19.18
	ADJUSTMENT		18.00-		1.17-	.00	.00	.00	.00	19.17-
	CURRENT		.77-		.78	.00	.00	.00	.00	.01
908310201	WA	LEAK	3/06/12	1	ALAN ATCHISON	Leak adjustment				
	PREVIOUS		.00		.00	.00	.00	.00	.00	.00
	ADJUSTMENT		52.10-		.00	.00	.00	.00	.00	52.10-
	CURRENT		52.10-		.00	.00	.00	.00	.00	52.10-
965006002	WA	MISC	3/06/12	1	REGENNA RIGGS					
	PREVIOUS		.00		.00	.00	.00	.00	.00	.00
	ADJUSTMENT		.00		.00	12.83-	.00	.00	.00	12.83-
	CURRENT		.00		.00	12.83-	.00	.00	.00	12.83-
965073002	WA	MISC	3/06/12	1	RIEGENNA RIGGS					
	PREVIOUS		12.83-		.00	.00	.00	.00	.00	12.83-
	ADJUSTMENT		12.83		.00	.00	.00	.00	.00	12.83
	CURRENT		.00		.00	.00	.00	.00	.00	.00
112110003	WA	PNLT	3/13/12	1	BECKY HUDDLESTON	Pmt agmt not kept				
	PREVIOUS		13.64		.30	2.45	.00	.00	.00	16.39
	ADJUSTMENT		.00		.00	50.00	.00	.00	.00	50.00
	CURRENT		13.64		.30	52.45	.00	.00	.00	66.39
112140202	WA	PNLT	3/13/12	1	TIMOTHY/ROBIN BROWN	Pmt agmt not kept				
	PREVIOUS		16.54		.37	3.31	.00	.00	.00	20.22
	ADJUSTMENT		.00		.00	50.00	.00	.00	.00	50.00
	CURRENT		16.54		.37	53.31	.00	.00	.00	70.22
180023103	WA	PNLT	3/13/12	1	STEPHANIE/ CHARLES CARTWRIGHT	Pmt agmt not kept				
	PREVIOUS		19.06		1.24	3.68	.00	.00	.00	23.98
	ADJUSTMENT		.00		.00	50.00	.00	.00	.00	50.00
	CURRENT		19.06		1.24	53.68	.00	.00	.00	73.98
200610001	WA	PNLT	3/13/12	1	KATRINA SISNEY	Pmt agmt not kept				
	PREVIOUS		25.98		1.68	5.24	.00	.00	.00	32.90
	ADJUSTMENT		.00		.00	50.00	.00	.00	.00	50.00
	CURRENT		25.98		1.68	55.24	.00	.00	.00	82.90
119010302	WA	PNLT	3/16/12	1	BRIAN FILIPEK					
	PREVIOUS		.00		.00	.00	.00	.00	.00	.00

FROM 3/01/2012 TO 3/31/2012

ACCOUNT #	SERV	ADJ	ADJ DATE	PERIOD	NAME	PENALTY	COMMENT	MISC SERV	MISC TAX	MISC PEN	TOTAL
			SERVICE		TAX						
					ADJUSTMENT	.00		.00	.00	.00	7.05-
					CURRENT	.00		.00	.00	.00	7.05-
502230001	WA	LEAK	3/16/12	1	MASONIC HALL % Brad Trantham						
		PREVIOUS	12.00		.90	1.20		.00	.00	.00	14.10
		ADJUSTMENT	.00		.00	52.74-		.00	.00	.00	52.74-
		CURRENT	12.00		.90	51.54-		.00	.00	.00	38.64-
603340002	SE	BAD	3/16/12	1	JENNIFER KLEEMAN						
		PREVIOUS	.00		.00	.00		.00	.00	.00	.00
		ADJUSTMENT	.00		.00	5.57-		.00	.00	.00	5.57-
		CURRENT	.00		.00	5.57-		.00	.00	.00	5.57-
704120001	WA	LEAK	3/16/12	1	MARK COONE						
		PREVIOUS	207.34		4.67	.00		.00	.00	.00	212.01
		ADJUSTMENT	116.67-		2.66-	.00		.00	.00	.00	119.33-
		CURRENT	90.67		2.01	.00		.00	.00	.00	92.68
804940202	WA	MISC	3/16/12	1	ELIZABETH DANALDS		Correction to billing				
		PREVIOUS	54.92		1.23	5.49		.00	.00	.00	61.64
		ADJUSTMENT	40.43-		.91-	5.49-		.00	.00	.00	46.83-
		CURRENT	14.49		.32	.00		.00	.00	.00	14.81
906985051	WA	MISC	3/16/12	1	WILLARD SCHOOLS TRANS HOUSE						
		PREVIOUS	.00		.39	.00		.00	.00	.00	.39
		ADJUSTMENT	.00		.39-	.00		.00	.00	.00	.39-
		CURRENT	.00		.00	.00		.00	.00	.00	.00
965077506	TR	MISC	3/16/12	1	REBECCA NESTER						
		PREVIOUS	13.50		.00	.00		.00	.00	.00	13.50
		ADJUSTMENT	13.50-		.00	.00		.00	.00	.00	13.50-
		CURRENT	.00		.00	.00		.00	.00	.00	.00
605460101	WA	MISC	3/20/12	1	JOSH/AMANDA SHANKS		Returned check plus penalty				
		PREVIOUS	15.86		.36	.00		.00	.00	.00	16.22
		ADJUSTMENT	.00		.00	25.00		57.15	.00	.00	82.15
		CURRENT	15.86		.36	25.00		57.15	.00	.00	98.37
906600103	WA	MISC	3/21/12	1	KURT D. SHELANGOSKI		ACH Returned - acct closed				
		PREVIOUS	25.88		1.67	.00		.00	.00	.00	27.55
		ADJUSTMENT	.00		.00	25.00		84.81	.00	.00	109.81
		CURRENT	25.88		1.67	25.00		84.81	.00	.00	137.36
310006502	WA	MISC	3/22/12	1	G & A PROPERTIES		Refunding incorr billings/payment				
		PREVIOUS	14.82		.96	.00		.00	.00	.00	15.78
		ADJUSTMENT	.00		.00	132.27-		.00	.00	.00	132.27-
		CURRENT	14.82		.96	132.27-		.00	.00	.00	116.49-
310008001	WA	MISC	3/22/12	1	G & A PROPERTIES		SE connect fee refunded				
		PREVIOUS	.00		.00	.00		.00	.00	.00	.00
		ADJUSTMENT	.00		.00	.70-		.00	.00	.00	.70-
		CURRENT	.00		.00	.70-		.00	.00	.00	.70-
605520003	TR	MISC	3/22/12	1	BRANDY/BRANDON ROBERTS						
		PREVIOUS	13.50		.00	.00		.00	.00	.00	13.50
		ADJUSTMENT	13.50-		.00	.00		.00	.00	.00	13.50-
		CURRENT	.00		.00	.00		.00	.00	.00	.00
906980003	WA	MISC	3/22/12	1	WILLARD SCHOOLS BOILER RM						
		PREVIOUS	12.00		.00	.00		.00	.00	.00	12.00
		ADJUSTMENT	12.00-		.00	.00		.00	.00	.00	12.00-
		CURRENT	.00		.00	.00		.00	.00	.00	.00
118161103	WA	MISC	3/23/12	1	JOSH BELL		Write off				
		PREVIOUS	.00		.37	.00		.00	.00	.00	.37
		ADJUSTMENT	.88-		.00	.00		.00	.00	.00	.88-
		CURRENT	.88-		.37	.00		.00	.00	.00	.51-

FROM 3/01/2012 TO 3/31/2012

ACCOUNT #	SERV	ADJ	ADJ DATE	PERIOD	NAME	COMMENT	MISC SERV	MISC TAX	MISC PEN	TOTAL
			SERVICE		TAX					
180074006	WA	MISC	3/23/12	1	MS. RONNIE GREGORY	Transfer of bal to new account				
	PREVIOUS				.00		.00	.00	.00	1.34
	ADJUSTMENT		21.85-		.00		.00	.00	.00	21.85-
	CURRENT		21.85-		1.34		.00	.00	.00	20.51-
180166003	WA	MISC	3/23/12	1	RONNIE GREGORY	Trans of bal from old account				
	PREVIOUS		12.00		.27		.00	.00	.00	12.27
	ADJUSTMENT		.00		.00		21.85	.00	.00	21.85
	CURRENT		12.00		.27		21.85	.00	.00	34.12
180166003	WA	MISC	3/23/12	1	RONNIE GREGORY	Applied bal of deposit to acct				
	PREVIOUS		12.00		.27		21.85	.00	.00	34.12
	ADJUSTMENT		.00		.00		.00	.00	.00	23.43-
	CURRENT		12.00		.27		21.85	.00	.00	10.69
180186002	WA	MISC	3/23/12	1	ELIJAH FISHER	Write off				
	PREVIOUS		.00		.78		.00	.00	.00	.78
	ADJUSTMENT		1.24-		.00		.00	.00	.00	1.24-
	CURRENT		1.24-		.78		.00	.00	.00	.46-
404010004	WA	MISC	3/23/12	1	SHEILA SAVAGE	Billing correction				
	PREVIOUS		.00		.00		.00	.00	.00	.00
	ADJUSTMENT		29.87-		.00		.00	.00	.00	29.87-
	CURRENT		29.87-		.00		.00	.00	.00	29.87-
404140102	WA	MISC	3/23/12	1	CHUCK HICKLE					
	PREVIOUS		25.78-		.00		.00	.00	.00	25.78-
	ADJUSTMENT		25.78		.00		.00	.00	.00	25.78
	CURRENT		.00		.00		.00	.00	.00	.00
603200106	WA	BAD	3/26/12	1	SCOTT WADE	Bad debt total added to account			ksr	
	PREVIOUS		88.00-		.27		.00	.00	.00	87.73-
	ADJUSTMENT		.00		.00		434.51	.00	.00	434.51
	CURRENT		88.00-		.27		434.51	.00	.00	346.78
119013801	SE	MISC	3/27/12	1	DOUG BENDER	Billing correction				
	PREVIOUS		23.71		.00		.00	.00	.00	23.71
	ADJUSTMENT		4.56-		.00		.00	.00	.00	4.56-
	CURRENT		19.15		.00		.00	.00	.00	19.15
119013801	WA	MISC	3/27/12	1	DOUG BENDER	Billing Correction				
	PREVIOUS		13.64		.30		.00	.00	.00	13.94
	ADJUSTMENT		1.64-		.21-		.00	.00	.00	1.85-
	CURRENT		12.00		.09		.00	.00	.00	12.09
602901001	WA	MISC	3/27/12	1	CEDAR CREEK CHURCH					
	PREVIOUS		.00		.00		.00	.00	.00	.00
	ADJUSTMENT		.00		.00		.00	.00	.00	39.95-
	CURRENT		.00		.00		.00	.00	.00	39.95-
804830102	SE	MISC	3/27/12	1	SUNSHINE REALTORS					
	PREVIOUS		12.13		.00		.00	.00	.00	12.13
	ADJUSTMENT		12.13-		.00		.00	.00	.00	12.13-
	CURRENT		.00		.00		.00	.00	.00	.00
804830102	WA	MISC	3/27/12	1	SUNSHINE REALTORS					
	PREVIOUS		12.00		.27		.00	.00	.00	12.27
	ADJUSTMENT		12.00-		.27-		.00	.00	.00	12.27-
	CURRENT		.00		.00		.00	.00	.00	.00
921011502	TR	MISC	3/27/12	1	ERIC TAPIA/ BILLIE SHORT					
	PREVIOUS		13.50		.00		.00	.00	.00	13.50
	ADJUSTMENT		13.50-		.00		.00	.00	.00	13.50-
	CURRENT		.00		.00		.00	.00	.00	.00
921024502	TR	MISC	3/27/12	1	DARRIN HOOVER	Billing correction				
	PREVIOUS		27.00		.00		.00	.00	.00	27.00

09.20.11

UTILITY BILLING ADJUSTMENTS REPORT

FROM 3/01/2012 TO 3/31/2012

ACCOUNT #	SERV ADJ	ADJ DATE	PERIOD	NAME	PENALTY	COMMENT	MISC TAX	MISC PEN	TOTAL
		SERVICE		TAX		MISC SERV			
	ADJUSTMENT	135.00-		.00	.00	.00	.00	.00	135.00-
	CURRENT	108.00-		.00	.00	.00	.00	.00	108.00-
954035001	WA MISC	3/27/12	1	KAREN HUBLER					
	PREVIOUS	13.34		.10	.00	.00	.00	.00	13.44
	ADJUSTMENT	.00		.00	26.94-	.00	.00	.00	26.94-
	CURRENT	13.34		.10	26.94-	.00	.00	.00	13.50-
965153501	TR MISC	3/27/12	1	DENNIS ROBERTSON					
	PREVIOUS	26.50		.00	.00	.00	.00	.00	26.50
	ADJUSTMENT	6.00-		.00	.00	.00	.00	.00	6.00-
	CURRENT	20.50		.00	.00	.00	.00	.00	20.50
		608.30-		5.61-	106.97-	598.32	.00	.00	122.56-
***	ADJUSTMENT TOTALS ***								
	PREVIOUS	722.61		25.21	21.37	21.85	.00	.00	791.04
	ADJUSTMENT	608.30-		5.61-	106.97-	598.32	.00	.00	122.56-
	CURRENT	114.31		19.60	85.60-	620.17	.00	.00	668.48

BAD DEBT

FROM 3/01/2012 TO 3/31/2012

ACCOUNT #	ADJ CODE	DATE	NAME	PENALTY	COMMENT	MISC TAX	MISC PEN	TOTAL
		SERVICE	TAX		MISC SERV			
705110003	BAD	3/05/12	CHERYL FERGUSON		Bankruptcy			
	PRIMACY FEE	6.00	.00	.60	.00	.00	.00	6.60
705110003	BAD	3/05/12	CHERYL FERGUSON		BANKRUPTCY CASE #12-60298-abf7			
	PRIMACY FEE	6.00-	.00	.60-	.00	.00	.00	6.60-
705110003	BAD	3/05/12	CHERYL FERGUSON		Bankruptcy			
	SEWER CONNECT	1.40	.00	.14	.00	.00	.00	1.54
705110003	BAD	3/05/12	CHERYL FERGUSON		BANKRUPTCY CASE #12-60298-abf7			
	SEWER CONNECT	1.40-	.00	.14-	.00	.00	.00	1.54-
705110003	BAD	3/05/12	CHERYL FERGUSON		Bankruptcy			
	SEWER	57.03	.00	6.76	.00	.00	.00	63.79
705110003	BAD	3/05/12	CHERYL FERGUSON		BANKRUPTCY CASE #12-60298-abf7			
	SEWER	57.03-	.00	6.76-	.00	.00	.00	63.79-
705110003	BAD	3/05/12	CHERYL FERGUSON		Bankruptcy			
	WATER	46.66	1.20	4.94	.00	.00	.00	52.80
705110003	BAD	3/05/12	CHERYL FERGUSON		BANKRUPTCY CASE #12-60298-abf7			
	WATER	46.66-	1.20-	4.94-	.00	.00	.00	52.80-
		.00	.00	.00	.00	.00	.00	.00
330034501	BAD	3/21/12	** ACCOUNT NOT FOUND **					
	PRIMACY FEE	.00	.00	.00	.00	.00	.00	.00
330034501	BAD	3/21/12	** ACCOUNT NOT FOUND **					
	SEWER CONNECT	.00	.00	.00	.00	.00	.00	.00
330034501	BAD	3/21/12	** ACCOUNT NOT FOUND **					
	SEWER	.00	.00	.00	.00	.00	.00	.00
330034501	BAD	3/21/12	** ACCOUNT NOT FOUND **					
	TRASH	13.50	.00	.00	.00	.00	.00	13.50
330034501	BAD	3/21/12	** ACCOUNT NOT FOUND **					
	WATER	.00	.00	.00	13.94	.00	.00	13.94
		13.50	.00	.00	13.94	.00	.00	27.44
** BAD DEBT TOTALS *		13.50	.00	.00	13.94	.00	.00	27.44

09.20.11

UTILITY BILLING ADJUSTMENTS REPORT
ADJUSTMENT CODE TOTALS

FROM 3/01/2012 TO 3/31/2012

ADJ DESC	SERVICE	TAX	PENALTY	MISC CHRG	MISC TAX	MISC PEN	TOTAL
ADJUSTMENTS							
BAD DEBT	.00	.00	5.57-	434.51	.00	.00	428.94
LEAK ADJUSTMENT	215.77-	2.66-	52.74-	.00	.00	.00	271.17-
MISC ADJUSTMENT	392.53-	2.95-	191.61-	163.81	.00	.00	423.28-
PENALTY ADJUST	.00	.00	142.95	.00	.00	.00	142.95
	608.30-	5.61-	106.97-	598.32	.00	.00	122.56-
BAD DEBT							
BAD DEBT	13.50	.00	.00	13.94	.00	.00	27.44
	13.50	.00	.00	13.94	.00	.00	27.44
*** GRAND TOTALS ***	594.80-	5.61-	106.97-	612.26	.00	.00	95.12-

	ADJUSTMENTS	BAD DEBT	TOTAL
BAD DEBT	428.94	27.44	456.38
LEAK ADJUSTMENT	271.17-	.00	271.17-
MISC ADJUSTMENT	423.28-	.00	423.28-
PENALTY ADJUST	142.95	.00	142.95
	122.56-	27.44	95.12-

**CITY OF WILLARD
BOARD OF ALDERMEN
04-09-12**



ACTION REQUESTED: Approval from the Board of 2nd Reading

AN ORDINANCE adopting amendments to the City of Willard Employee Policy Manual

First Reading: 03-12-12

Second Reading: 04-09-12

Council Bill No.: 12-10

Ordinance No.: 120409

AN ORDINANCE

ADOPTING amendments to the City of Willard Employee Policy Manual

WHEREAS, on October 27, 2008, the Board of Aldermen of the City of Willard did adopt all revisions to the Employee Policy Manual, and

WHEREAS, the Board of Aldermen may revise, alter, or add new policies to the items contained in the Employee Policy Manual, and

WHEREAS, the Board of Aldermen are required to adopt an ordinance setting forth the facts of the new policies.

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. In order to comply with recently adopted rulings pertaining to Internal Revenue Service Publication 529 concerning compensation for work clothes, the corresponding section of the City of Willard Employee Policy Manual shall be amended to read as follows:

Uniform Policy:

Police Department: Each Officer of the Willard Police Department will receive a \$650.00 uniform allowance issued once each year in July after showing proof of purchase. This allowance is to be used for dress uniforms and equipment required by the Department policy. Uniforms may be purchased at approved vendors under the City's name to be repaid by payroll deduction under the following schedule:

\$100.00 - \$200.00	Three months' deductions
\$201.00 - \$450.00	Four months' deductions

Charges for less than \$100.00 will be deducted from one paycheck.

Public Works Department: Each employee of the City of Willard Public Works Department will receive a \$200.00 clothing allowance to be used for pants and winter wear in addition, a \$135.00 boot allowance will be provided. The clothing and boot allowance will be added once per year ~~[in July after showing proof of purchase]~~ to the first payroll of July, to each employee's paycheck. The City will provide five t-shirts per employee every summer plus uniform shirts (long sleeve and short sleeved) with one jacket and vest. The uniform shirts, jacket and vest will be provided through a uniform company who

will also launder these items weekly as returned by the employee. The employee is expected to report to work in clean, well mended attire that is appropriate for the work to be accomplished. If in the opinion of the supervisor, the employee fails to comply with this expectation, appropriate disciplinary action shall be taken.

Section 2. A new section shall be added to the City of Willard Employee Policy Manual entitled Emergency Declaration Policy. This policy will provide for changes in pay calculations for exempt employees during a disaster, emergency, or other unforeseen event. Under this policy, upon the declaration of an emergency by the Mayor, affected exempt employees shall receive overtime pay for all overtime worked during the event and/or recovery period. The policy will read as follows:

Emergency Declaration Policy:

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

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

Section 3. An additional section shall be added entitled Unpaid Leave. This policy details the conditions under which an employee may be granted unpaid leave and the steps needed for approval of this leave. The new section shall read as follows:

Unpaid Leave:

Due to special and extraordinary circumstances, an employee may wish to request, in writing, to take unpaid leave. The City Administrator, or in his/her absence, the Chief Financial Officer, shall have the administrative authority to grant such unpaid leave for up to a maximum of forty (40) hours per calendar year, in no less than eight (8) hour increments. All vacation and sick leave due the employee must be exhausted prior to any such unpaid leave request being granted. Longer periods of absence shall be addressed in accordance with the section entitled Leaves of Absence.

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

Section 4. The Board of Aldermen find the changes to the City of Willard Employee Policy Manual necessary as recommended by the City Administrator and Chief Financial Officer.

Section 5: This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and its approval by the Mayor, Board of Aldermen, and attested by the City Clerk.

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI, ON THIS 9th OF April, 2012.

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

**CITY OF WILLARD
BOARD OF ALDERMEN**

04-09-12



ACTION REQUESTED: Approval from the Board of 2nd Reading

AN ORDINANCE DECLARING the results of a Special Election held on the 7th day of February 2012, in the City of Willard, Missouri.

First Reading: 03-12-12

Second Reading: 04-09-12

Council Bill No.: 12-11

Ordinance No.: 120409A

AN ORDINANCE

DECLARING the results of a Special Election held on the 7th day of February 2012, in the City of Willard, Missouri.

WHEREAS, on the 7th day of February, 2012, a special election was held in the City of Willard, Missouri (the "City"), on a proposition to impose a one-half of one percent sales tax for the purpose of funding capital improvements to the municipal infrastructure and facilities of the City, including, but not limited to, parks and recreation facilities, by funding the payment of all or a portion of the costs of acquiring, constructing, equipping, financing, operating and maintaining such City infrastructure and facilities, and

WHEREAS, the official returns of said election have been certified to the Board of Aldermen as required by Chapter 115, RSMo, as amended, and the Board of Aldermen desire to declare the results of said election.

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 election heretofore referred to has been found to have been held in respects as required by the Constitution and laws of the State of Missouri and the ordinances of the City held at the various voting locations within the City between the hours of 6:00 a.m. and 7:00 p.m., and that all duly qualified electors of the City and no others were permitted to vote; and that the results of said election are found and declared to be as follows:

Yes	355
No	249

Section 2: It is, accordingly, found and declared that said proposition to impose a one-half of one percent sales tax for the purpose aforesaid did pass, inasmuch as it did receive the necessary percentage of votes required by the Constitution of the State of Missouri.

READ TWO TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE 9TH DAY OF APRIL, 2012.

APPROVED BY:

MAYOR

ATTEST: _____, City Clerk

Approved as to form: _____, City Attorney

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO
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_____	_____	_____
CYNDI COSBY-TRAPP		

_____	_____	_____
DOUG JOHNSON		

_____	_____	_____
BRYAN VINCENT		

_____	_____	_____
ED SIMMONS		

_____	_____	_____
DAVID HEMPHILL		

_____	_____	_____
DAVID ROGGENSEES		

**CITY OF WILLARD
BOARD OF ALDERMEN
04-09-12**



ACTION REQUESTED: Approval from the Board of 2nd Reading

AN ORDINANCE approving municipal code amendments to Title IV, Land Use Regulations, Article XVI, Guarantees for Public Improvements, Section 400.1470, Guarantees for Lift Stations and Force Mains, by adding a new paragraph H, of the Municipal Code of the City of Willard.

First Reading: 03-12-12

Second Reading: 04-09-12

Council Bill No.: 12-12

Ordinance No.: 120409B

AN ORDINANCE approving municipal code amendments to Title IV, Land Use Regulations, Article XVI, Guarantees for Public Improvements, Section 400.1470, Guarantees for Lift Stations and Force Mains, by adding a new paragraph H, of the Municipal Code of the City of Willard.

WHEREAS, the Planning and Zoning Commission of the City of Willard has initiated a proposed amendment to the Land Use Regulation in accordance with Article III. Administration and Review, Section 400.350, Amendments, paragraph B, *Initiation of Amendment*, and

WHEREAS, the Planning and Zoning Commission held a public hearing on February 28, 2012 for the purpose of receiving comments and input from the community, and

WHEREAS, after receiving public input, the Planning and Zoning Commission voted to recommend the proposed amendment to the Land Use Regulations of the Board of Aldermen of the City of Willard, and

WHEREAS, the purpose of Section 400.1470 is stated in Section 400.1470, paragraph B, where it is noted that the intended purpose of the funds collected is to ensure to the extent possible that the operating cost of wastewater lift stations and force mains will not be subsidized by users of the sewer system outside of the area served, and

WHEREAS, the intent of Section 400.1470 is to collect enough money over a ten year period to pay for a gravity line to eliminate the annual operating cost of a wastewater lift station, and

WHEREAS, it has been determined that the amount of funds collected prior to May 1, 2012 are insufficient to construct the gravity lines desired, and

WHEREAS, Section 400.1470 is unclear as to when the collected funds are to be used if they are insufficient to accomplish their intended purpose, and

WHEREAS, previous audit reports indicate a need to clarify the code of the City of Willard to provide direction as to when the collected funds can be used, 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 IV, Land Use Regulations, Article XVI, Guarantees for Public Improvements, Section 400.1470, Guarantees for Lift Stations and Force Mains, by adding a new paragraph H. to read as follows:

H. Use of Funds Collected. All funds collected prior to May 1, 2012, in accordance with this Section, shall immediately be available for use by the City for the purpose of maintaining and operating the entire wastewater system.

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 9TH DAY OF APRIL, 2012.

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
04-09-12**



ACTION REQUESTED: Approval from the Board of 2nd Reading

AN ORDINANCE approving municipal code amendments to Title IV, Land Use Regulations, Article VIII, Landscaping, Screening and Buffering Requirements, Section 400.720, Landscape Planting Standards, of the Municipal Code of the City of Willard.

First Reading: 03-12-12

Second Reading: 04-09-12

Council Bill No.: 12-13

Ordinance No.: 120409C

AN ORDINANCE approving municipal code amendments to Title IV, Land Use Regulations, Article VIII, Landscaping, Screening and Buffering Requirements, Section 400.720, Landscape Planting Standards, of the Municipal Code of the City of Willard.

WHEREAS, the Planning and Zoning Commission of the City of Willard has initiated a proposed amendment to the Land Use Regulation in accordance with Article III. Administration and Review, Section 400.350, Amendments, paragraph B, *Initiation of Amendment*, and

WHEREAS, the Planning and Zoning Commission held a public hearing on February 28, 2012 for the purpose of receiving comments and input from the community, and

WHEREAS, after receiving public input, the Planning and Zoning Commission voted to recommend the proposed amendments to the Land Use Regulations of the City of Willard.

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

Section 1: The City does hereby amend Title IV, Land Use Regulations, Article VIII, Landscaping, Screening and Buffering Requirements, Section 400.720, Landscape Planting Standards, as follows:

SECTION 400.720: LANDSCAPE PLANTING STANDARDS

The following standards and criteria shall apply to landscape materials and installation.

1. *Quality.* All trees and shrubs installed in compliance with this Article shall have well-developed leaders and tops, roots characteristic of the species, shall be fully branched and shall show evidence of proper pruning. Trees installed shall be number one (1) grade. All plant materials shall be free of insects, diseases or mechanical injury.

2. *Coverage.* Grass, ground cover or other living landscape material shall be used to cover all open ground. Mulch, bark or other landscaping materials may be incorporated in the landscape plan where appropriate.

3. *Maintenance.* ~~[The applicant is required to guarantee the plants for one (1) year or they must be replaced by the owner. Property owners shall maintain all trees and vegetation planted in accordance with this Article.]~~ The owner of the property shall be responsible for maintaining, in a neat and orderly manner at all times, all required screening materials. Plant materials which die shall be replaced with healthy plant material of similar variety and meeting the size requirement of this section.

4. *Shrubs and hedges.* Shrubs shall be a minimum of ~~[eighteen (18)]~~ twelve (12) inches in height when measured immediately upon planting. Where installed, hedges shall be planted so as to form a continuous solid visual screen that will be at least ~~three (3)~~ two (2) feet high within one (1) year of planting.

5. **Trees.** Trees referred to in this Article shall be of a species common to or adapted to the climate and soil conditions of this area. The selection of trees should take into consideration the ease of maintenance, tolerance of City conditions and availability from area nurseries. Caliper measurements shall be taken six (6) inches above grade. Trees shall meet the following minimum standards:

- a. Canopy trees shall be deciduous trees that have a minimum height of thirty (30) feet at maturity. All canopy trees shall have a caliper width of ~~[three (3)]~~ **one and one-half (1½)** inches at time of planting.
- b. Understory trees shall be deciduous trees that have a maximum height of less than ~~[thirty (30)]~~ **twenty (20)** feet at maturity. All understory trees shall have a caliper width of ~~[two (2) inches]~~ **one (1) inch** at time of planting and shall be a minimum of ~~[six (6)]~~ **five (5)** feet in height above the root ball.
- c. Ornamental trees may be flowering or non-flowering trees. All ornamental trees shall have a caliper width of ~~[two (2) inches]~~ **one (1) inch** at time of planting or shall be a minimum of ~~[five (5)]~~ **four (4)** feet in height above the root ball.
- d. Evergreen or conifer trees shall have a minimum height of twenty (20) feet at maturity. All evergreen trees shall be at least four (4) feet high at time of planting.

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 9TH DAY OF APRIL, 2012.

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO
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_____	_____	_____
CYNDI COSBY-TRAPP		

_____	_____	_____
DOUG JOHNSON		

_____	_____	_____
BRYAN VINCENT		

_____	_____	_____
ED SIMMONS		

_____	_____	_____
DAVID HEMPHILL		

_____	_____	_____
DAVID ROGGENSEES		

**CITY OF WILLARD
BOARD OF ALDERMEN
04-09-12**



ACTION REQUESTED: Approval from the Board of 2nd Reading

AN ORDINANCE approving municipal code amendments to Title IV, Land Use Regulations, Article VIII, Landscaping, Screening and Buffering Requirements, by adding a new Section 400.705, Enforcement, to the Municipal Code of the City of Willard.

First Reading: 03-12-12

Second Reading: 04-09-12

Council Bill No.: 12-14

Ordinance No.: 120409D

AN ORDINANCE approving municipal code amendments to Title IV, Land Use Regulations, Article VIII, Landscaping, Screening and Buffering Requirements, by adding a new Section 400.705, Enforcement, to the Municipal Code of the City of Willard.

WHEREAS, the Planning and Zoning Commission of the City of Willard has initiated a proposed amendment to the Land Use Regulation in accordance with Article III. Administration and Review, Section 400.350, Amendments, paragraph B, *Initiation of Amendment*, and

WHEREAS, the Planning and Zoning Commission held a public hearing on February 28, 2012 for the purpose of receiving comments and input from the community, and

WHEREAS, after receiving public input, the Planning and Zoning Commission voted to recommend the proposed amendments to the Land Use Regulations of the City of Willard.

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

Section 1: The City does hereby amend Title IV, Land Use Regulations, Article VIII, Landscaping, Screening and Buffering Requirements, by adding a new Section 400.705, Enforcement, to read as follows:

Section 400.705: Enforcement.

A. The provisions of this section shall be administered and enforced by the Director of Planning and Development or his designee.

B. If, at any time after the issuance of a Certificate of Occupancy, the Director of Planning and Development determines that the approved landscaping does not conform to the standards and criteria in this section, the Director shall issue a notice to the owner and to any known tenant or agent, citing the violation and describing what action is required to comply with this section. The owner, tenant, or agent shall have thirty (30) days from date of said notice to restore the landscaping as required. If the landscaping is not restored within the allotted time or if arrangements have not been made in conformance with Subsection 6-1204, such person shall be in violation of this Article. It is the responsibility of the owner of the property to comply with these requirements.

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 9TH DAY OF APRIL, 2012.

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**
04-09-12



ACTION REQUESTED: Approval from the Board of 2nd Reading

AN ORDINANCE approving municipal code amendments to Title IV, Land Use Regulations, Article II, Definitions and Interpretations, Section 400.120, Definitions, by adding new definitions to the Municipal Code of the City of Willard.

First Reading: 03-12-12

Second Reading: 04-09-12

Council Bill No.: 12-15

Ordinance No.: 120409E

AN ORDINANCE approving municipal code amendments to Title IV, Land Use Regulations, Article II, Definitions and Interpretations, Section 400.120, Definitions, by adding new definitions to the Municipal Code of the City of Willard.

WHEREAS, the Planning and Zoning Commission of the City of Willard has initiated a proposed amendment to the Land Use Regulation in accordance with Article III. Administration and Review, Section 400.350, Amendments, paragraph B, *Initiation of Amendment*, and

WHEREAS, the Planning and Zoning Commission held a public hearing on February 28, 2012 for the purpose of receiving comments and input from the community, and

WHEREAS, after receiving public input, the Planning and Zoning Commission voted to recommend the proposed amendments to the Land Use Regulations of the City of Willard.

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

Section 1: The City does hereby amend Title IV, Land Use Regulations, Article II, Definitions and interpretations, Section 400.120, Definitions, by adding new definitions, to read as follows:

Flea Markets: An indoor establishment, not including shopping centers, individual retail operations or sales conducted by a nonprofit or charitable organization, that is open to the general public and composed of five or more stalls, rooms, stands or spaces used for the purpose of display and sale, exchange or barter of merchandise and where a fee may be charged to prospective buyers for admission and a fee may be charged for the privilege of offering or displaying such merchandise.

Greenhouse: A building whose roof and sides are made largely of glass or other transparent or translucent material and in which the temperature and humidity can be regulated for the cultivation of delicate or out-of-season plants for subsequent sale or for personal enjoyment.

Kennel: An establishment licensed to operate a facility housing dogs, cats, or other household pets and where grooming, breeding, boarding, training, or selling of animals is conducted as a business.

Nursery: A place where trees, shrubs, or flowering plants are raised for commercial purposes from seed or otherwise in order to be transplanted or propagated.

Premise: A premise is any tract of land, consisting on one(1) or more lots, under single or multiple ownership, which operates as a functional unit. When developed, a premise shall also possess one or more of the following criteria:

- A. Shared Parking;
- B. Common Management;
- C. Common Identification;
- D. Common Access; or

E. Shared Circulation

Exception: If the only criteria is "Common Access" or "Shared Circulation" as a result of requirements from the City or State of Missouri to control access to a public way, then one or more of the other criteria must be present before the tract of land can be defined as a "premise".

Personal Service Uses: Personal Service Uses are establishments for the sale of non-medically related personal services or an establishment primarily engaged in providing services involving the care of a person of his or her personal goods or apparel, but not including personal storage.

Principal Use: The primary or predominant use of any lot.

Swap Meet: Any indoor or outdoor activity where new or used goods or secondhand personal property is offered for sale or exchange to the general public by a multitude of individual licensed vendors, usually in compartmentalized spaces; and where a fee may be charged to prospective buyers for admission and a fee may be charged for the privilege of offering or displaying such merchandise.

Use: The purpose for which land or a building is arranged, designed, or intended, or for which either land or a building is or may be occupied or maintained.

Vehicle, Commercial: Any vehicle designed, maintained, or used primarily for the transportation of property or persons for hire.

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 9TH DAY OF APRIL, 2012.

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**
04-09-12



ACTION REQUESTED: Approval from the Board of 2nd Reading

AN ORDINANCE approving municipal code amendments to Title IV, Land Use Regulations, Article IX, Parking and Loading Area Requirements, Section 400.780, Off-Street Parking General Requirements, by adding amending paragraph F. Commercial Vehicle Parking in Residence Districts, of the Municipal Code of the City of Willard.

First Reading: 03-12-12

Second Reading: 04-0912

Council Bill No.: 12-16

Ordinance No.: 120409F

AN ORDINANCE approving municipal code amendments to Title IV, Land Use Regulations, Article IX, Parking and Loading Area Requirements, Section 400.780, Off-Street Parking General Requirements, by adding amending paragraph F. Commercial Vehicle Parking in Residence Districts, of the Municipal Code of the City of Willard.

WHEREAS, the Planning and Zoning Commission of the City of Willard has initiated a proposed amendment to the Land Use Regulation in accordance with Article III. Administration and Review, Section 400.350, Amendments, paragraph B, *Initiation of Amendment*, and

WHEREAS, the Planning and Zoning Commission held a public hearing on February 28, 2012 for the purpose of receiving comments and input from the community, and

WHEREAS, after receiving public input, the Planning and Zoning Commission voted to recommend the proposed amendments to the Land Use Regulations of the City of Willard.

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

Section 1: The City does hereby amend, Title IV, Land Use Regulations, Article IX, Parking and Loading Area Requirements, Section 400.780, Off-Street Parking General Requirements, by amending paragraph F. Commercial Vehicle Parking in Residence Districts, to read as follows:

F. *Commercial Vehicle Parking in* ~~[Residence]~~ **Residential** Districts. The storage or parking of a commercial vehicle ~~[weighing three-quarters (3/4) ton]~~ **having a gross vehicle weight rating (GVWR) of 20,000 pounds** or more on a street or a private property in any residence district is prohibited.

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 9TH DAY OF APRIL, 2012.

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
04-09-12**



ACTION REQUESTED: Approval from the Board of 2nd Reading

AN ORDINANCE approving municipal code amendments to Title IV, Land Use Regulations, Article I, General Provisions, Section 400.080, General Regulations - Zoning, by adding amending paragraph H., Accessory Structures And Uses, of the Municipal Code of the City of Willard.

First Reading: 03-12-12

Second Reading: 04-09-12

Council Bill No.: 12-17

Ordinance No.: 120409G

AN ORDINANCE approving municipal code amendments to Title IV, Land Use Regulations, Article I, General Provisions, Section 400.080, General Regulations - Zoning, by adding amending paragraph H., Accessory Structures And Uses, of the Municipal Code of the City of Willard.

WHEREAS, the Planning and Zoning Commission of the City of Willard has initiated a proposed amendment to the Land Use Regulation in accordance with Article III. Administration and Review, Section 400.350, Amendments, paragraph B, *Initiation of Amendment*, and

WHEREAS, the Planning and Zoning Commission held a public hearing on February 28, 2012 for the purpose of receiving comments and input from the community, and

WHEREAS, after receiving public input, the Planning and Zoning Commission voted to recommend the proposed amendments to the Land Use Regulations of the City of Willard.

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

Section 1: The City does hereby amend, Title IV, Land Use Regulations, Article I, General Provisions, Section 400.080, General Regulations - Zoning, by adding amending paragraph H., Accessory Structures And Uses, to read as follows:

H. *Accessory Structures And Uses*. No accessory structure or use, as defined in Article II, Section ~~[410.120]~~ **400.120**, shall hereafter be built, moved, remodeled, established or enlarged unless such accessory structure or use is permitted by Article VI, Section 400.520(B).

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 9TH DAY OF APRIL, 2012.

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
04-09-12**



ACTION REQUESTED: Approval from the Board of 2nd Reading

AN ORDINANCE approving municipal code amendments to Title IV, Land Use, Chapter 400, Land Development Regulations Article XVI, Guarantees for Public Improvements, Section 400.1440, of the municipal code of the City of Willard pertaining to escrow agreements and Land Use Regulations.

First Reading: 03-12-12

Second Reading: 04-12-12

Council Bill No.: 12-18

Ordinance No.: 120409H

AN ORDINANCE approving municipal code amendments to Title IV, Land Use, Chapter 400, Land Development Regulations Article XVI, Guarantees for Public Improvements, Section 400.1440, of the municipal code of the City of Willard pertaining to escrow agreements and Land Use Regulations.

WHEREAS, the Planning and Zoning Commission of the City of Willard held a public meeting on February 28, 2012 to discuss amendments to Title IV, Land Use, Chapter 400, Land Development Regulations Article XVI, Guarantees for Public Improvements, Section 400.1440: Improvement Guarantees, regarding the establishment of an escrow agreement to serve as the required surety/guarantee to ensure to the City of Willard that the improvements will be completed by the sub-divider and hereby recommends said amendments for consideration of the Board of Aldermen.

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

Section 1: The City does hereby amend Title IV, Land Use, Chapter 400, Land Development Regulations Article XVI, Guarantees for Public Improvements, Section 400.1440: Improvement Guarantees as follows:

~~[A. **Developer Responsibility.** Before the final plat of any subdivided area shall be recorded or before any required permits be issued for any development, the developer shall be responsible for the installation of all improvements as described in this Chapter and as required as condition of plat or development approval. The provision of said improvements shall be at no cost to the City.]~~

A. Developer Responsibility. Before the final plat of any subdivided area shall be recorded or before any required permits be issued for any development, the developer shall be responsible for the installation of all improvements as described in this chapter and as required as condition of plat or development approval. The provision of said improvements shall be at no cost to the City. In lieu of the final completion of said improvements before the final plat is recorded, the sub-divider or other person who agrees with the City to make the public improvements on behalf of the sub-divider, may post a surety bond with one or more corporate sureties engaged in the business of signing surety bonds in the State of Missouri, an escrow agreement, letter of credit or other appropriate security agreement, approved by the City Attorney and the City Administrator of the City of Willard, which will ensure to the City that the improvements will be completed by the sub-divider provided that a plat note is included on the plat filed in the Recorder's Office reflecting the terms of the agreement and providing all construction improvement plans have been approved by the City.

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 9TH DAY OF APRIL, 2012.

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
04-09-12**



ACTION REQUESTED: Approval from the Board of 2nd Reading

AN ORDINANCE approving municipal code amendments to Title III, Traffic Code, Chapter 300, General Provisions, Section 300.010, Definitions, by amending the definition of Commercial Vehicle, and Chapter 365, Stopping, Standing or Parking restricted or Prohibited on Certain Streets, and Section 365.080 Operation of Commercial Vehicles and Trucks Prohibited on Certain Streets, of the Municipal Code of the City of Willard.

First Reading: 03-12-12

Second Reading: 04-09-12

Council Bill No.: 12-19

Ordinance No.: 1204091

AN ORDINANCE approving municipal code amendments to Title III, Traffic Code, Chapter 300, General Provisions, Section 300.010, Definitions, by amending the definition of Commercial Vehicle, and Chapter 365, Stopping, Standing or Parking restricted or Prohibited on Certain Streets, and Section 365.080 Operation of Commercial Vehicles and Trucks Prohibited on Certain Streets, of the Municipal Code of the City of Willard.

WHEREAS, the City of Willard, in accordance with Chapter 304, Traffic Regulations, Section 304.120, RSMo, has the authority to make additional rules of the road or traffic regulations to meet their needs and traffic conditions, and

WHEREAS, the City of Willard has established a need to clarify existing provisions of the Traffic Code of the City of Willard.

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

Section 1: The City does hereby amend, Title III, Traffic Code, Chapter 300, General Provisions, Section 300.010, Definitions, by amending the definition of Commercial Vehicle, of the Municipal Code of the City of Willard, to read as follows:

~~[COMMERCIAL VEHICLE: Every vehicle designed, maintained or used primarily for the transportation of property.]~~

Commercial Vehicle: Any vehicle designed, maintained, or used primarily for the transportation of property or persons for hire.

Section 2: The City does hereby amend, Title III, Traffic Code, Chapter 365, Stopping, Standing or Parking Restricted or Prohibited on Certain Streets, Section 365.080 Operation of Commercial Vehicles and Trucks Prohibited on Certain Streets, of the Municipal Code of the City of Willard, to read as follows:

SECTION 365.080: OPERATION OF COMMERCIAL VEHICLES AND TRUCKS PROHIBITED ON CERTAIN STREETS

- A. For purposes of this Section, "**truck or trucks**" shall be defined as follows: Any vehicle, machine, tractor, trailer or semi-trailer or any combination thereof propelled or drawn by mechanical power and designated or used in the transportation of property upon roads, alleys, streets or highways.
- B. No commercial vehicle or truck having a ~~[rate-load-capacity]~~ **gross weight** in excess of ~~[five (5)]~~ **ten (10)** tons shall be driven on those streets, roads, alleys or highways within the City limits of Willard, Missouri ~~[{]except as otherwise specified herein[}] as herein designated].~~
- C. Notwithstanding any other provision to the contrary, commercial vehicles or trucks having a **gross weight** ~~[rate-load-capacity]~~ in excess of ~~[five (5)]~~ **ten (10)** tons shall be permitted on those streets, roads, highways and alleys under the following circumstances:

1. While making deliveries or picking up specific products or items at or to a specific location on the street, road, alley or highway for the time required to make said delivery or pickup of said goods or products;
 2. When engaged in the picking up of trash, rubbish, recyclables or other products for purposes of disposal;
 3. When said vehicle is authorized as road equipment utilized for maintenance, repair, cleaning or plowing said streets ~~for~~ and when said vehicle is an emergency vehicle or a vehicle owned and operated by local, state or federal government agency.
 4. When said vehicle is utilized in the normal cause of the farming business and is being used for those purposes to move from one location to another or to deliver or transport goods produced on the farm.
- D. No person shall operate or drive or cause to be operated or driven any truck or commercial vehicle having a gross weight in excess of ~~[five (5)]~~ ten (10) tons on any residential street in the City of Willard, except as otherwise provided herein and as reflected in Subsections (C) & (F).
- E. If any truck or commercial vehicle is found on any street, road, alley or highway in violation of the provisions of this Section, and the identity of the driver or operator cannot be found or determined, the owner or person in whose name such vehicle is registered shall be held prima facie responsible for such violation. However, in the case of an owner-lessor/lessee motor vehicle, Section 304.120 (4), RSMo, shall dictate the establishment of who shall be held responsible for any violation of this Section.
- F. Trucks or commercial vehicles as described and unless otherwise specified herein shall not be operated in any area of Willard which is designated "R-1" as a residential zoning district. Except trucks or commercial vehicles with a gross weight ~~[rate of load capacity]~~ in excess of ~~[five (5)]~~ ten (10) tons shall be permitted on Farmer Street (also known as AB Highway), Jackson Street and Highway 160 (Olympian Boulevard). Trucks or commercial vehicles with a gross weight ~~[rate load capacity]~~ in excess of ~~[five (5)]~~ ten (10) tons may be operated in any area of Willard which is designated commercial or industrial.
- G. Notwithstanding any other provision to the contrary, the ~~[The street and road maintenance personnel of the]~~ City of Willard may post signs designating areas where trucks or commercial vehicles are ~~[traffic is]~~ prohibited or limited in access by the vehicle's gross weight. However, failure to post said signs shall not be a defense for violation of this Section.

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

Section 3: 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 4: 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 5: 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 9TH DAY OF APRIL, 2012.

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**
04-09-12



ACTION REQUESTED: Approval from the Board of 2nd Reading

AN ORDINANCE approving municipal code amendments to Title IV, Land Use Regulations, Article XV, Required Public Improvements, Section 400.1420, Park/Recreational Development, Dedication or Fee in Lieu Of, by repealing Section 400.1420 in its entirety and reserving the Section for future amendments, additions and modifications, of the Municipal Code of the City of Willard.

First Reading: 03-12-12

Second Reading: 04-09-12

Council Bill No.: 12-20

Ordinance No.: 120409J

AN ORDINANCE approving municipal code amendments to Title IV, Land Use Regulations, Article XV, Required Public Improvements, Section 400.1420, Park/Recreational Development, Dedication or Fee in Lieu Of, by repealing Section 400.1420 in its entirety and reserving the Section for future amendments, additions and modifications, of the Municipal Code of the City of Willard.

WHEREAS, the Planning and Zoning Commission of the City of Willard has initiated a proposed amendment to the Land Use Regulation in accordance with Article III. Administration and Review, Section 400.350, Amendments, paragraph B, *Initiation of Amendment*, and

WHEREAS, the Planning and Zoning Commission held a public hearing on February 28, 2012 for the purpose of receiving comments and input from the community, and

WHEREAS, after receiving public input, the Planning and Zoning Commission voted to recommend the proposed amendment to the Land Use Regulations of the Board of Aldermen of the City of Willard.

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

Section 1: The City does hereby amend Title IV, Land Use Regulations, Article XV, Required Public Improvements, Section 400.1420, Park/Recreational Development, Dedication or Fee in Lieu Of, by repealing Section 400.1420 in its entirety, and reserving the Section for future amendments, additions and modifications.

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 9TH DAY OF APRIL, 2012.

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
04-09-12**



ACTION REQUESTED: Approval from the Board of 1ST and 2nd Reading

AUTHORIZING

the Mayor on behalf of the City of Willard, to execute an agreement between the City of Willard and Olsson Associates to provide on-call engineering services.

First Reading: 04-12-12

Second Reading: 04-12-12

Council Bill No.: 12-21

Ordinance No.: 120409K

AN ORDINANCE

AUTHORIZING the Mayor on behalf of the City of Willard, to execute an agreement between the City of Willard and Olsson Associates to provide on-call engineering services.

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 Olsson Associates to provide on-call engineering services, 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 9th DAY OF APRIL 2012.

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

CITY		ENGINEER	
CITY OF WILLARD 227 W. JACKSON, P.O. Box 187 WILLARD, MO 65781		Name: Olsson & Associates	
		Address: 550 St. Louis Street SPRINGFIELD, MISSOURI 65806	
Attention: Nicholas A. Heatherly		Attention: John Forrester	
Department: City Administrator		Phone: 417-890-8802	Fax: 417-890-8805
Phone: 417-742-3033	Fax: 417-742-3080	Tax ID Number:	

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2012, by the parties identified above.

WITNESSETH:

THAT, WHEREAS, the City of Willard desires to engage the Engineer to render certain technical and professional services hereafter described in connection with numerous projects that develop throughout the course of development and management of the public infrastructure of the community, and more particularly described in *Exhibit C*;

WHEREAS, the Engineer made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS, the Engineer represents Engineer is licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors to perform the services designated under this contract, and further represents that all survey services shall be done under the direction of a Land Surveyor licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Engineer as follows:

1. **Services.** The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in *Exhibit C* on an On-Call basis upon receipt of written notice in the form of a Task Order in substantial conformance with the example attached hereto as *Exhibit B*.

2. **Addition to Services.** The City may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in *Exhibit C*, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 6 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the office of the City Administrator and shall be accepted and countersigned by the Engineer.

3. **Exchange of Data.** All information, data, and reports as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Engineer without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

4. **Personnel.** The Engineer represents that Engineer will secure at Engineer's own expense, all personnel required to perform the services called for under this contract by Engineer. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Engineer. All of the services required hereunder will be performed by the Engineer or under Engineer's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized

under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

5. **Term.** The services of the Engineer shall commence as soon as practicable after the execution of this contract, and the issuance of a Task Order for specific services, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the term of this contract shall be for a period of no more than one (1) year, with the option for the City to extend for no more than two (2) additional one (1) year extensions. An extension of this contract may be authorized, in writing, for any authorized Task underway when the term is expected to expire prior to the completion of the Task.

6. **Costs not to Exceed.** The City of Willard is limited by law with respect to the amount of money it can pay. Therefore, the City has established a maximum fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

7. **Payment.**

a. **Conditioned upon acceptable performance.** The City agrees to pay the Engineer in accordance with the hourly rate schedule set forth in **Exhibit A**, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in **Exhibit C** and as detailed in each specific Task Order (**Exhibit B**). The Engineer shall submit, no more than once per month, an invoice for payment that provides a specific breakdown of work completed and the individual hours of each employee classification that worked on each specific Task. Invoices received by the 25th of the month shall be paid within thirty (30) days of date of receipt.

b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this contract exceed the sum of Fifteen Thousand Dollars (\$15,000.00).

Termination of Contract.

a. **Termination for breach.** Failure of the Engineer to fulfill Engineer's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in **Exhibit C** and/or the accompanying Task Orders (**Exhibit B**), shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Engineer by one of three different means: Facsimile Transmission ("FAX") if Engineer has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Engineer; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Engineer or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Engineer.

b. **Right to terminate in the absence of breach.** Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

9. **Conflicts.** No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Engineer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Engineer further covenants that in the performance of this contract no person having such interest shall be employed.

10. **Assignment.** The Engineer shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Engineer from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

11. **Confidentiality of Documents.** Any reports, data, design or similar information given to or prepared or assembled by the Engineer under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Engineer without prior written approval of the City.

12. **Discrimination.** The Engineer agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Engineer or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

13. **Occupational License:** The Engineer shall obtain and maintain an occupational license with the City of Willard, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Engineer. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

14. **Compliance with Laws.** Engineer agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Engineer affirmatively states that payment of all local, state, and federal taxes and assessments owed by Engineer is current.

15. **Affidavit for Contracts Over \$5,000.00.** That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

16. **Nonresident/Foreign Contractors.** The Engineer shall procure and maintain during the life of this contract:

a. If the Engineer is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

17. **General Independent Contractor Clause.** This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Engineer will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Engineer will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Engineer's activities and responsibilities hereunder. The Engineer agrees that it is a separate and independent enterprise from the public employer, that

it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Engineer and the City, and the City will not be liable for any obligation incurred by the Engineer, including but not limited to unpaid minimum wages and/or overtime premiums.

18. **City Benefits.** The Engineer shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

19. **Liability and Indemnity.** The parties mutually agree to the following:

a. In no event shall the City be liable to the Engineer for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Engineer shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Engineer's (or any of Engineer's subcontractors) violation of statutory law, misrepresentation, copyright infringement, breach of contract, professional negligence, or ordinary negligence in the course of the performance of this contract, provided that the Engineer is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

c. The Engineer shall indemnify and hold the City harmless from all wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

20. **Insurance.** Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Willard, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Willard against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Willard. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Willard – City Hall, P.O. Box 187, Willard, MO 65781; and

Such policies shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(See, [HTTP://www.insurance.mo.gov/industry/sovimunity.htm](http://www.insurance.mo.gov/industry/sovimunity.htm)).

As of January 1, 2012, the minimum coverage for the insurance referred to herein shall be as set out below:

a. **Workers' Compensation**....Statutory coverage per RSMo 287.010 et seq.
Employer's Liability..... \$1,000,000.00

b. **Commercial General Liability Insurance**, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Five Hundred Forty-Five Thousand Sixty-Two and no/100 Dollars (\$2,545,062.00) for all claims arising out of a single accident or occurrence and at least Three Hundred Eighty-One Thousand Seven Hundred Fifty-Nine and no/100 Dollars (\$381,759.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property.

Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Five Hundred Forty-Five Thousand Sixty-Two and no/100 Dollars (\$2,545,062.00) for all claims arising out of a single accident or occurrence and at least Three Hundred Eighty-One Thousand Seven Hundred Fifty-Nine and no/100 Dollars (\$381,759.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of \$1,000,000.00 and its terms shall be subject to the approval of the City. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all of this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Willard through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Engineer and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Willard.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

21. Ownership of Documents. All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Engineer until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Engineer shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

22. Notices. All notices required or permitted hereunder and required to be in writing may be given by FAX or by first class mail addressed to City and Engineer at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

23. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

24. 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.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED FOR APPROVAL

Engineer:

City Administrator

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

Karen Robson, Chief Financial Officer

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

Ken Reynolds, City Attorney

By: _____

Tom Keltner, Mayor

Date: _____

CITY OF WILLARD, MISSOURI

**CITY OF WILLARD
BOARD OF ALDERMEN
04-09-12**



ACTION REQUESTED: Approval from the Board of 1ST and 2nd Reading

AUTHORIZING the Mayor to execute lease agreements between the City of Willard and a variety of business, non-business and private entities, for the purpose of leasing advertising space at various Willard Parks and Recreational facilities.

First Reading: 04-12-12

Second Reading: 04-12-12

Council Bill No.: 12-22

Ordinance No.: 120412L

AN ORDINANCE

AUTHORIZING the Mayor to execute lease agreements between the City of Willard and a variety of business, non-business and private entities, for the purpose of leasing advertising space at various Willard Parks and Recreational facilities.

WHEREAS, historically the Willard Parks and Recreation Department has sold advertising space to private entities at various Willard Parks and Recreational facilities; and

WHEREAS, the 2010 Financial Audit recommended that written procedures and requirements for handling and approving sponsorships and advertising fees be established; and

WHEREAS, in accordance with those policies and procedures, annual lease agreements have been secured, and additional agreements may be secured in the coming months, with businesses and other private entities, for the year 2012.

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

Section 1 – The Board of Aldermen of the City of Willard hereby authorize the Mayor to execute advertising lease agreements, those currently secured and those that may be secured in the coming months, between the City of Willard and various business, non-business, and private entities in substantial conformance to the lease agreement form attached at Exhibit A.

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

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 9TH DAY OF APRIL, 2012.

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

CYNDI COSBY-TRAPP

DOUG JOHNSON

BRYAN VINCENT

ED SIMMONS

DAVID HEMPHILL

DAVID ROGGENSEES

Lease for Advertising Space for the Willard Parks and Recreation Department

This Lease, made between the Willard Parks and Recreation Department, party of the first part, and _____, party of the second part; witnesses, that the party of the first part has let, and by these presents does grant, demise and lease unto the party of the second part, a 4' x 8' aluminum sign on the wall of the Willard Recreation Center. The same to be used for advertising purposes only, with the appurtenances, for the term of one year from the _____ day of _____, 20__, to

the _____ day of the _____, 20__, at the rental sum of Four-Hundred Dollars (\$400), to be paid in full at the time this Lease is signed by both parties.

And it is agreed that the party of the second part shall have the right to extend the term of this Lease for a period of one year, beginning on the _____ day of _____, 20__, upon the same terms, covenants and the conditions except that the rent for the additional year shall be Two-Hundred and Forty Dollars (\$240), to be paid in full at the beginning of the renewal period.

And it is further agreed between the parties to these presents, that upon the expiration of this Lease, or within a reasonable time thereafter, or upon the expiration of any renewal of this Lease, or within a reasonable time thereafter, the party of the first part may remove the advertising signs.

And it is further agreed between the parties, that as a partial consideration for, and condition of, this Lease, the party of the first part shall be responsible for making the signs as well as all maintenance and repairs to the signs.

In Witness Whereof, the parties hereto have hereunto interchangeable set their hands:

Dated: _____, 20_ _____

Dated: _____, 20_ _____

**CITY OF WILLARD
BOARD OF ALDERMEN
04-09-12**



ACTION REQUESTED: Approval from the Board of 2nd Reading

AN ORDINANCE AUTHORIZING the Mayor, on behalf of the City of Willard, to execute an agreement between the City of Willard and the Combined Ozarks Multi-jurisdictional Enforcement Team (COMET) and for the Willard Police Department to participate as a member agency in COMET.

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 Combined Ozarks Multi-jurisdictional Enforcement Team (COMET) and for the Willard Police Department to participate as a member agency in COMET.

WHEREAS, it is desirable to target, investigate and prosecute drug offenders in a systematic, inter-jurisdictional fashion with other Ozarks area law enforcement agencies; and

WHEREAS, coordination among local law enforcement agencies will enhance the efforts of the Willard Police Department in investigating and apprehending drug offenders and curtailing drug trafficking within the City of Willard; and

WHEREAS, COMET is a multi-jurisdictional enforcement group formed for the purpose of intensive professional investigation of computer, Internet-based, narcotics and drug law violations;

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 COMET, to become a member agency of COMET and to enter into said agreement, substantially in form and content as that document attached hereto and incorporated herein by reference as Exhibit A.

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

READ TWO TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF
THE CITY OF WILLARD, MISSOURI ON THE ____ DAY OF _____, 2012.

APPROVED BY:

MAYOR

ATTEST: _____, City Clerk

Approved as to form: _____, City Attorney

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO
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_____ CYNDI COSBY-TRAPP	_____	_____
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_____ DOUG JOHNSON	_____	_____
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_____ BRYAN VINCENT	_____	_____
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_____ ED SIMMONS	_____	_____
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_____ DAVID HEMPHILL	_____	_____
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_____ DAVID ROGGENSEES	_____	_____
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COMBINED OZARKS MULTI-JURISIDCTIONAL ENFORCEMENT TEAM
(COMET)

INTERAGENCY AGREEMENT

The undersigned law enforcement agencies do now enter into this interagency agreement to create a multi-jurisdictional drug task force in order to provide to the public more effective law enforcement protection against those who engage in the trafficking of narcotics and dangerous drugs.

The undersigned parties agree to the following:

- I. PARTIES. Parties to this agreement are: Christian County Sheriff's Dept., Greene County Sheriff's Dept., Lawrence County Sheriff's Dept., Polk County Sheriff's Dept., Stone County Sheriff's Dept., Taney County Sheriff's Dept., Webster County Sheriff's Dept., Aurora Police Department, Bolivar Police Dept., Branson Police Dept., Branson West Police Dept. Buffalo Police Dept., Ash Grove Police Dept., Billings Police Dept., Clever Police Dept., Crane Police Dept., Fair Grove Police Dept., Fordland Police Dept., Forsyth Police Dept., Hollister Police Dept., Kimberling City Police Dept., Marshfield Police Dept., Mount Vernon Police Department, Nixa Police Dept., Ozark Police Dept., Reeds Spring Police Dept., Republic Police Dept., Rockaway Beach Police Dept., Rogersville Police Dept., Seymour Police Dept., Sparta Police Dept., Springfield Police Dept., Strafford Police Dept., Walnut Grove Police Dept., Willard Police Dept., Missouri State Water Patrol, and Missouri State Highway Patrol, Stone County Prosecutor.

(NOTE: COMET shall be restricted to the jurisdictions represented by these parties, however, should a case investigation lead into an outside jurisdiction, the investigation shall be coordinated with authorities in that jurisdiction.)

- II. EXECUTIVE BOARD. The COMET Executive Board is elected by and will represent participating parties to this agreement. The Executive Board is comprised of a Chairman, Vice Chairman, Secretary/Treasurer, and seven other board members. The Executive Board will be responsible for the implementation and conduct of the terms of this agreement on behalf of the participating parties.
- III. DUTIES OF COMET. The primary duties of COMET consist of following:
 - A. To conduct covert and overt narcotics investigations on individuals and organizations engaged in illegal drug related activities.
 - B. To establish liaison with the respective state and federal prosecutors for legal advice encouragement of vigorous prosecution of Task Force investigation.
 - C. To develop and maintain an intelligence database on the trafficking of narcotics and dangerous drugs and other related criminal activities.
 - D. To establish liaison with local, state and federal law enforcement agencies in southwest Missouri to better coordinate drug investigations and disseminate drug related intelligence.

- IV. LIABILITIES AND INSURANCE. The parties understand that personnel appointed to this COMET remain employees of their respective departments and that those departments agree to supply necessary equipment items, and to compensate their officer (s) for personal services rendered in support of Task Force operations. Such compensation shall include, but is not limited to, cost of wages, overtime/compensation time, liability insurance, workmen's compensation, injury, death, and retirement benefits.

At the discretion of the Executive Board, necessary equipment shall be provided to COMET operatives. This could include, but is not limited to, vehicles, radios, or other equipment necessary for day to day operations.

(NOTE: The member's salary, overtime/compensation time, and benefits may be reimbursable to their respective department, or agent, at the discretion of the Executive Board.)

- V. DUTIES OF COMET EXECUTIVE BOARD. The Executive Board agrees to provide the following:

- a. As much manpower as it is deemed appropriate and manageable by the Executive Board.
- b. Adequate equipment and supplies for and including, but not limited to, telecommunications, radio communications, surveillance, and officer protection. This shall also include office space, office equipment, and supplies.
- c. A cash reserve from forfeited money or properties seized or acquired as a result of COMET investigations.
 1. Forfeited money and property seized during the first year will go to the cash reserve.
 2. Forfeited money and property seized each year thereafter may be allowed to accumulate in the cash reserve. An annual review of cash reserves will be conducted by the Executive Board no later than the month before the annual membership meeting. The Executive Board may initiate distribution of cash reserves to participating parties when the forfeitures on hand significantly exceed \$200,000.00. The status of grant funding as well as other financial considerations will be carefully examined by the Executive Board before authorizing any distribution of assets. When approved by the Executive Board, such distributions will be made at the annual meeting. Current participating parties who have made significant contributions to COMET within the year prior to the Executive Board's decision shall receive special consideration in the distribution process, however, all current participating parties with nine months tenure shall receive a share of the distribution.

3. Any State seizures will be administered in accordance with Article 9 of the Missouri Constitution, while Federal seizures will be administered in compliance with title 21, Sections 881 or 853 of the United States Code.

VI. OPERATIONAL PROCEDURES. The parties agree that the following operational procedures shall prevail throughout the duration of this agreement:

a. Officer In Charge:

1. Will have full tactical control of day-to-day operations of COMET. He shall be appointed or employed by and responsible to the Executive Board. The Executive Board may terminate the appointment or employment of the officer in charge without notice.
2. Will be responsible for narcotics related training of COMET members and will devise and implement appropriate training for the members.
3. Will be responsible for the approval of all officer expense (travel, meals, etc.) and buy monies expended by COMET members. He shall review and document all such expenditures in accordance with policies and procedures established by the Executive Board.
4. Will be responsible for overtime/comp. Time approval, timekeeping responsibilities and submission of member's time tabulations to their respective agencies.
5. Will be responsible for providing information to the Executive Board related to COMET expenditures and activities. Activity reports shall not be specific in nature.
6. The COMET Executive Board shall have the responsibility to formulate and implement an appropriate drug-testing program which shall include drug screening for all COMET members prior to assignment with the COMET.

b. COMET Members:

1. Will be selected and empowered by the Executive Board after interviews, background investigations (when appropriate), and recommendations by committee appointed by the Executive Board. The Executive Board reserves the right to refuse a potential COMET member.
2. Will be a full-time peace officer and, prior to appointment, have been afforded appropriate training as required by law. COMET members shall possess a commission by one or more officially recognized law enforcement agencies. Their commission (s) shall provide the member with legal authority to enforce drug trafficking statutes on a multi-jurisdictional basis. He shall be solely directed and supervised by the Office in Charge.

3. Will adhere to all laws of the State of Missouri and the United States of America.
4. Will maintain compliance with the respective agency's policies and procedures as well as the policies and procedures of the COMET. In the event of conflict, the most rigid standard will be adhered to.
5. Will not consume intoxicating beverages while on duty except in the performance of duty, and in those instances, never to the extent that the officer's ability to perform an official assignment or function is impaired.
6. Will request annual leave to the Officer in Charge, who shall coordinate the request with their respective agency.
7. Will report to the Officer in Charge or his designee, as soon as possible, any incident, accident, or conduct by a COMET member that might reflect unfavorably upon any party to this agreement. (NOTE: Violation of these COMET policies and procedures by a COMET member shall be sufficient grounds for dismissal from COMET by the Executive Board.)

VII. OTHER OPERATIONAL CONSIDERATIONS.

- A. Report Writing – Report writing and case preparation procedures, and documentation of officer's expenditures, shall be in accordance with policies and procedures approved by the Executive Board.
- B. Confidential Sources – Confidential informant documentation, handling procedures, and payments procedures shall be utilized by the COMET members in accordance with policies and procedures approved by the Executive Board.
- C. The local authority in whose jurisdiction COMET is operating shall be notified and, when appropriate, shall participate in the operation. This provision may be waived if exigent circumstances do not permit notification and/or participation unwise. Immediately following such circumstances, the local authority will be notified, and within 5 days a written report will be initiated to the Executive Board for review.
- D. All equipment provided to the COMET by participating parties shall become property of the COMET until such time as:
 1. COMET is disbanded,
 2. The donating party withdraws from COMET or,
 3. The donating party formally requests the return of the equipment, at such time the party's equipment shall be returned within 10 working days and the transfer shall be documented. Borrowing of COMET equipment shall be discouraged and only with the consent of the Officer in Charge or his designee.

VIII. TERMINATION/MODIFICATION OF AGREEMENT. Any party may withdraw from this agreement thirty days after providing written notice of withdrawal to all other parties. Withdrawal of any party will not affect the agreement with respect to the remaining parties. Any modification of this agreement requires written approval by all parties.

IX. We the undersigned agree to support this cooperative effort in the manner outlined herein, and the Combined Ozarks Multi-jurisdictional Enforcement Team Constitution and By-laws, a copy of which is attached and is made part of this agreement as if recited herein.

The agreement is entered into this _____ by and between the parties representing the jurisdictions indicated below.

(List attached)

CONSTITUTION AND BY-LAWS

ARTICLE I

SECTION 1. NAME. This organization shall be known as the Combined Ozarks Multi-jurisdictional Enforcement Team (COMET).

SECTION 2. OBJECTIVES. The purpose and objectives of this organization are:

- A. To assist in, foster, promote and encourage the prevention, control and eradication of the illegal importation, manufacture, distribution, possession and improper use of drugs and controlled substances.
- B. To educate, encourage and give assistance to the general public; employers; federal, state and local governments and their agencies; public and private educational schools and institutions; civic groups and clubs; charitable, educational and religious organizations; and other individuals, organizations and entities, in the prevention, control and eradication of the illegal importation, manufacture, distribution, possession and improper use of drugs and controlled substances.
- C. In furtherance of and supplemental to the foregoing purposes:
 - 1. To promote, encourage, extend and supervise law enforcement against all types of criminal activity.
 - 2. To coordinate and generally direct criminal law enforcement activities.
 - 3. To work and cooperate with all agencies or persons whose objective it is to combat all types of criminal activity.
 - 4. To utilize all talent and manpower to combat criminal activity on a cooperative basis.
 - 5. To assist in the development of effective criminal law enforcement.
 - 6. To disseminate information to and educate the public in the areas of crime recognition and prevention.
 - 7. To assist in the preservation of justice under the Constitutions of the United States and the State of Missouri through effective criminal law enforcement.
- D. To do and perform any and all other things necessary or incidental to any of the foregoing.

ARTICLE II MEMBERS

SECTION 1. ACTIVE BOARD MEMBERS. COMET membership is limited to the Chief Executive Officers, or their designee, of the various law enforcement agencies at the State, County and City level.

SECTION 2. ASSOCIATE BOARD MEMBERS. Any person not qualifying as an active board member who is supportive of the purposes and objectives of COMET and qualified by training and experience in law enforcement activity or by professional attainments in police science or administration, who is sponsored by an active board member and approved by the Executive Board.

Associate board members shall have all the privileges of membership except that of holding office and voting.

ARTICLE III SPECIAL FUNDS

SECTION 1. RECEIPT OF FUNDS, ETC. COMET may accept donations upon approval of the Executive Board, as well as receive and administer gifts of all types of property for charitable, benevolent, health and educational purposes.

ARTICLE IV FISCAL YEAR

SECTION 1. FISCAL YEAR. The fiscal year of COMET shall be from July 1 to June 30.

ARTICLE V AUDIT

SECTION 1. AUDIT. An independent audit of all financial records of COMET shall be conducted on an annual basis.

ARTICLE VI ANNUAL MEETINGS

SECTION 1. TIME AND PLACE. The annual meeting of COMET for the purpose of electing officers shall be held in the month of April at such place as shall be designated by the Chairman of the Executive Board. Election of officers will be held at this meeting. All committee chairmen will at this meeting provide presentation on the activities and recommendations to the Board.

SECTION 2. QUORUM. For the purpose of considering and meeting, disposing of official matters at the business session of the annual meeting of COMET, a quorum shall consist of a simple majority of the members entitled to vote who are present at the business session.

SECTION 3. RULES OF ORDER. In the absence of any provision to the contrary in this constitution and by-laws of COMET, all meetings of COMET and all meetings of the Board of Directors and all committees shall be governed by the parliamentary rules and usage contained in the current edition of Robert's Rules of Order, Revised.

ARTICLE VII EXECUTIVE BOARD

SECTION 1. EXECUTIVE BOARD. The COMET Executive Board is elected by the active Board Members, except a permanent position will be held by the Project Director or his designee. There will be four representatives from county Sheriffs, four representatives from city Police Chiefs, one representative from the Missouri State Highway Patrol, and one other as determined by the Active Board Members. The elected members of the Executive Board shall serve staggered terms. The Executive Board is comprised of Chairman, Vice-Chairman, Project Director or his designee, Secretary/Treasurer and seven other board members as outlined above. The offices of Chairman and Vice Chairman shall be elected by the executive board from it's membership. The Secretary/Treasurer of the Executive Board may be elected from, or appointed by the Executive Board. If appointed, the Secretary/Treasurer shall be an ex-officio member of the Executive Board.

SECTION 2. DUTIES AND RESPONSIBILITIES. The Executive Board shall be the governing body of COMET and shall have authority to take all appropriate measures and to perform all duties required to accomplish the day to day operations of said organization. This shall be pursuant to the terms of this Constitution and by-laws and the terms of any interagency agreement of the COMET Members.

SECTION 3. MEETINGS. The Executive Board shall meet once a month at such time and place designated by the Chairman. Special or emergency meetings may be convened at a time and place designated by the Chairman in addition to the monthly meetings.

ARTICLE VIII AMENDMENTS

SECTION 1. This constitution and by-laws may be amended by the affirmative vote of a simple majority of board members present and eligible to vote at the business session of any annual or special meeting of COMET provided that the proposed amendment, which may be filed by one or more members of COMET with the Chairman, shall have been submitted in writing at least 60 days before the meeting at which it is to be offered. The Secretary shall reproduce the amendment and notify the membership thereof by mail at least 30 days before such meeting. The Executive Board shall study and consider the proposed amendment and shall vote upon it, thereby making a recommendation to the board members.

ARTICLE IX EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. COMET is committed to providing equal employment opportunity to all employees and applicants.

SECTION 2. It is the policy of the COMET drug task force to provide equal employment opportunity to all employees and applicants without regard to race, religion, sex, age, marital status, disability, color or national origin. Equal opportunity will be provided in all personnel practices such as; recruitment, wages, hiring, benefits, promotions, transfers, demotions, terminations, layoffs, corrective and disciplinary actions, and

SECTION 3. It is the responsibility of the Officer in Charge and the Project Director to ensure that this article is enforced.

SECTION 4. Any complaints alleging discrimination should be brought to the attention of the Project Director.

ARTICLE X

SECTION 1. APPLICATION. A request for membership must be made in writing to the COMET Executive Board Chairman. The person making application must be a certified police officer and officially represent a municipal, county, or Missouri State Law Enforcement Agency.

The written application is to include:

- A signed inter-agency agreement
- A problem statement/statement of need
- The population served by the requesting agency
- An overview of the size and makeup of the agency

Applicants may include letters of support or recommendation.

Evaluation and consideration for membership shall rest solely with the COMET Executive Board.

SECTION 2. ACCEPTANCE. A written notification of acceptance shall be provided to the requesting agency by the Chairman of the Executive Board.

SECTION 3. REJECTION. A written notice of rejection shall be provided to the requesting agency by the Chairman of the Executive Board. A requesting agency may be denied membership in COMET based on:

- The inability of COMET to adequately serve an additional member agency at the time of application.
- A finding by the board that based on past performance the agency has not shown that they have shared goals and objectives with the task force.
- Past actions which might represent a source of liability to the task force.
- A history of actions which have in the past been contrary to the interest of the task force or represent a lack of cooperation with the task force.
- Other unforeseeable circumstances considered by the board at the time of application.

SECTION 4. REMOVAL FROM MEMBERSHIP. The executive board is charged with the responsibility of removing General Members as becomes necessary. Removal from membership shall be for cause, which may include those items listed in SECTION 3 above. Notification of removal from membership shall be in writing from the Chairman of the Executive Board.

SECTION 5. REMOVAL OF AN EXECUTIVE BOARD MEMBER. The Executive Board may elect to remove an Executive Board Member from service on the Executive Board. Removal from the Executive Board shall be for cause, which may include those actions listed in SECTION 3 above. The removal from

the board requires a quorum be present and two thirds of the members present must vote for removal. Removal from the Executive Board is not necessarily removal from General Membership and that issue must be acted on by the Executive Board separately after removal of the member from the Executive Board.

AMENDMENTS:

- Article IV, Section 1 - April 25, 1995
- Article VII, Section 1 - April 25, 1995
- Article IX, Section 1-4 - April 25, 1996
- Article VII, Section 1 - April 27, 1998
- Article X, Section 1-4 - April 27, 1998

**CITY OF WILLARD
BOARD OF ALDERMEN
04-09-12**



ACTION REQUESTED: Approval from the Board of 1ST Reading

AN ORDINANCE approving municipal code amendments to Title II, Public Health Safety and Welfare, Chapter 205, Animal Regulations, Article I, General Provisions, Section 205.070, Limitation of Number of Dogs or Cats, of the Municipal Code of the City of Willard.

First Reading: _____ Second Reading: _____

Council Bill No.: _____ Ordinance No.: _____

AN ORDINANCE approving municipal code amendments to Title II, Public Health Safety and Welfare, Chapter 205, Animal Regulations, Article I, General Provisions, Section 205.070, Limitation of Number of Dogs or Cats, of the Municipal Code of the City of Willard.

WHEREAS, it has been determined that a reasonable interpretation of Section 205.070 as currently written can result in a larger number of animals than envisioned by the Board of Aldermen, and

WHEREAS, the Board of Aldermen wishes to clarify the limitation of the number of dogs and cats that can be owned, controlled, harbored, possessed or managed by any person , and

WHEREAS, the Board of Aldermen are charged with the responsibility to ensure the public health, safety, morals, general welfare and convenience of the City of Willard.

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

Section 1: The City does hereby amend Title II, Public Health Safety and Welfare, Chapter 205, Animal Regulations, Article I, General Provisions, Section 205.070, Limitation of Number of Dogs or Cats, as follows:

SECTION 205.070: LIMITATION OF NUMBER OF DOGS OR CATS

~~Any person owning, controlling, harboring, possessing or having the management or care of more than three (3) dogs or cats within the City limits of Willard shall be deemed to be in the kennel business and shall be required to comply with all of the business license ordinances and zoning ordinances of the City.~~

A. Cats. It shall be unlawful for a family to keep, harbor or own more than three cats over the age of six months in any dwelling or structure on any lot within the city limits of the City of Willard, unless a license has been issued by the city to operate a cattery or animal rescue center.

B. Dogs. It shall be unlawful for a family to time keep, harbor or own more than three dogs over the age of six months in any dwelling or structure on any lot within the city limits of the City of Willard, unless a license has been issued by the city to operate a kennel or animal rescue center.

Exception: Any lot or tract of land greater than or equal to five (5) acres or more, shall be allowed to increase the number of cats or dogs to five (5) in lieu of three (3); all other provisions of paragraphs A & B of this section remaining unchanged.

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 _____, 2012.

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
04-09-12**



ACTION REQUESTED: Approval of 1st Reading

AUTHORIZING the Mayor on behalf of the City of Willard, to execute an intergovernmental agreement between the City of Willard and Greene County to provide asphalt overlay services.

First Reading: _____ Second Reading: _____

Council Bill No.: _____ Ordinance No.: _____

AN ORDINANCE

AUTHORIZING the Mayor on behalf of the City of Willard, to execute an intergovernmental agreement between the City of Willard and Greene County to provide asphalt overlay services.

WHEREAS, Section 70.220, RSMo. (2000) authorizes governments to cooperate with one another in various matters, and

WHEREAS, the City of Willard maintains public streets within its corporate boundaries and is desirous of controlling the cost of maintenance of paved surfaces by coordinating the purchase of asphalt with Greene County, and

WHEREAS, Greene County is agreeable to providing to the City certain street overlay services by and through its contractor, Leo Journagan Construction Co., Inc., upon the terms and conditions of its agreement with said contractor, and

WHEREAS, the Contractor is agreeable to performing such work on said terms and conditions as stipulated in Exhibit A as attached to Exhibit 1.

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 intergovernmental agreement with Greene County to provide asphalt overlay services, 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 _____, 2012.

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

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2012, between the **City of WILLARD** (hereinafter referred to as "City") and **Greene County, Missouri** (hereinafter referred to as "County").

WHEREAS, Section 70.220, R.S.Mo. (2000) authorizes governments to cooperate with one another in various matters; and

WHEREAS, City maintains public streets within its incorporated boundaries and is desirous of controlling the cost of maintenance of paved surfaces by coordinating the purchase of asphalt overlay services with the County; and

WHEREAS, County is agreeable to providing to the City certain street overlay services by and through its contractor, Leo Journagan Construction Co., Inc., upon the same terms and conditions of its agreement with said contractor; and

WHEREAS, contractor is agreeable to performing such work on said terms and conditions.

NOW, THEREFORE, the parties do hereby mutually covenant and agree as follows:

1. County agrees, by and through its contractor, Leo Journagan Construction Co., Inc., to provide street overlay improvements for City during the year 2012, at the street locations and at the unit prices set forth in Exhibit "A" attached hereto and incorporated by reference. Labor and materials provided and terms and conditions of work performed shall be in accordance with the Specifications document attached hereto as Exhibit "B", which is incorporated herein by reference.

2. County shall pay its contractor for the costs of the overlay improvements performed for the City in accordance with the unit prices set forth in Exhibit "A", and City shall reimburse County for such payments within fifteen (15) days after receipt of the invoice from the County and evidence of payment by the County to the contractor. Inspection for all work performed shall be conducted by the County; however, the City, through its inspection staff, shall provide advice and consent to the County's inspector as to the compliance of such work with the work specifications. Payments to the contractor shall be made on the basis of weight and load tickets as described in Exhibit "A" collected weekly and submitted by the contractor to the County.

3. The City acknowledges and agrees that to keep asphalt prices at a minimum, the timing of the paving in the City will be dependent on both the schedule of the County in paving roads in the area and the schedule of the contractor. Typically, as the County is paving Farm Roads in the vicinity of the City, the contractor will pave the City's roads at that time. Requests for paving at a specific time will be considered by the County, but may not be possible.

4. Indemnification. To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the County, including its County Commissioners, officials, employees and assigns, from all losses, claims, damages, liabilities, judgments, and expenses, including attorney fees and court costs, whether based on a claim for damages to real or personal property or to a person, including personal injury or death, for any matter relating to or arising out of the County's performance of its obligations under this Agreement.

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

6. This Agreement contains the entire agreement of the parties. No modification, amendment, cancellation or waiver of any provisions of this Agreement shall be effective unless it is in writing and it signed by a representative authorized by City Ordinance or County Order.

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

GREENE COUNTY HIGHWAY DEPARTMENT

By: _____
Administrator

GREENE COUNTY, MISSOURI

By: _____
Presiding Commissioner

By: _____
Commissioner 1st District

By: _____
Commissioner 2nd District

ATTEST:

By: _____
Greene County Clerk

APPROVED AS TO FORM:

By: _____
Greene County Counselor

AUDITOR CERTIFICATION

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

By: _____
Auditor Certification Date

CITY OF WILLARD, MISSOURI

By: _____

Title: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT

A

COPY

COUNTY OF GREENE, STATE OF MISSOURI
PURCHASING DEPARTMENT
CONTRACT #10-025



IFB NO: 10-10012
TITLE: BP-2 Plant Mix Bituminous Pavement
& Cold Milling Services
AMENDMENT ISSUE DATE: 03/07/2012

CONTACT: Melissa Denney
PHONE: (417)868-4013
E-MAIL: MDenney@greencountymo.org

AMENDMENT NUMBER 2 TO AGREEMENT FOR CONTRACT SERVICES

This Amendment Number 2 to Agreement for Contract Services (the "Second Amendment") is made and entered into as of March 7, 2012 by and between the County of Greene, ("County") and Leo Journagan Construction Co., Inc. ("Contractor"), for the purpose of amending the written "Agreement for Contract Services" entered into between County and Contractor as of April 15, 2010, County of Greene contract #10-025 (the "Agreement").

- Purpose:
1. The expiration date of the Agreement is changed from April 25, 2012 to April 25, 2013.
 2. Except as set forth in this Amendment, all terms, conditions and provisions of the Agreement are unchanged and remain in full force and effect.
 3. "SCOPE OF SERVICES" and "BUDGET" are modified by adding EXHIBIT I & II, attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to the Agreement to be executed by their respective duly authorized agents as of the date first set forth above.

COUNTY OF GREENE

By: Melissa Denney
Purchasing Buyer

By: EBM
Purchasing Director

LEO JOURNAGAN CONSTRUCTION CO., INC.

By: Dale Popejoy
Title: DALE POPEJOY, VICE PRESIDENT-PAVING

By: John A View III
Title: JOHN A VIEW, III VP/TREAS

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

Cindy A. Otter
Auditor Certification

4/2/2012
Date

JOURNAGAN Construction / Aggregates

3003 E. Chestnut Expressway, Suite 1200 Springfield, MO 65802 417-869-7222 • FAX 417-869-7421

An Equal Opportunity Employer

EXHIBIT I

2/13/2012

Greene County Highway Department
2064 North Clifton
Springfield, MO 65803

Attn: Dan Smith
Highway Administrator

Ref: Greene County Overlay 2012
Operating Cost Increase

Mr. Smith,

Please find attached for your convenience, relative portions of our Greene County contract agreement that was amended on 3-15-11. In accordance with these documents Leo Journagan Construction Co., Inc. wishes to extend the contract for a second, one year period, with cost increases as allowed by Part V. These cost increases are as listed below and are based upon the asphalt mix components of the existing BP-2 mixture that has been successfully installed and accepted by Greene County in 2012.

2011 Sales Contract for PG 64-22 Asphalt Cement	\$405.00 /Ton	(See attachment)
2012 Quote for PG 64-22 Asphalt Cement	\$505.00 /Ton	(See attachment)
Amount of Increase =	\$100.00 /Ton	

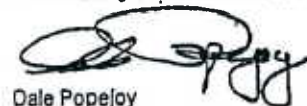
BP-2 Mixture Asphalt Content =	4.00%
Amount of Increased Cost =	\$4.00 /Ton

Also attached is a revised pricing Bid Form-Proposal indicating new pricing and estimated quantities for 2012.

Wages for the work to be performed in 2012 will be in accordance with Annual Wage Order No. 17, dated 3-10-10.

Please note that this cost increase does not include any margin or profit, only our direct cost increase. This information should be considered highly confidential and should not be considered public information.

Leo Journagan Construction Co., Inc.



Dale Popejoy
Vice President, Paving

"Paving the way in the Ozarks"

EXHIBIT I**Coastal Energy Corporation****Attachment A
Asphalt Sales Contract**

Attached to and part of contract between Coastal Energy Corporation and Journagan.

Sales Order Number: 22922

Dated 3/31/2011

Customer Number: Journa

Loading Number: 22922

Project # and Name: Greene County, Missouri/ Commercial 2011

Destination: Various

Time of Shipment: 03/31/2011 thru 12/31/2011

Payment Terms: 10 Days EFT

Sales and Use Taxes: The amount of all applicable sales and use taxes shall be paid by Buyer unless Buyer demonstrates exemption under the law from such taxes in the state in which title passes to the satisfaction of Seller.

Product(s)	Quantity	Unit	Delivered Price	FOB Price	FOB Terminal
PG 64-22	8000	ton	n/a	\$405.00	Miller

Seller: Coastal Energy Corporation
PO Box 218

Willow Springs, MO. 65793

Buyer: Journagan Const. Co
3003 East Chestnut Expressway
Suite 1200
Springfield, Mo 65802

EXHIBIT I

Estimate



COASTAL ENERGY
CORPORATION
P.O. BOX 218
1 COASTAL DRIVE
WILLOW SPRINGS, MO 65793
417-469-2777

Date	Estimate #
2/10/2012	23107

Rep	Phone #	Fax #	E-mail
KELLY	417-252-7002	417-671-0585	kelly@coastal-fmc.com

Name / Address
Joumagan Construction Company 1003 East Chestnut Expressway Suite 1200 Springfield, MO 65802

Delivered quoted prices are for loads of 5000 gallons or more. Any order of less than 5000 gallons will be subject to freight charges. Price includes two (2) hours of free unloading time. Quoted prices will be held firm for fifteen (15) days after quote.

Account #	Completion Date	FOB	Project Name/ Location
jouma	12/31/2012	Miller, Mo	Greene Co/Commercial

Description	Qty	U/M	Rate	Total
PG-64-22 fob Miller, Mo	4,500	ton	505.00	2,272,500.00
Coastal Energy Corp.		Customer Signature		

Total \$2,272,500.00

TERMS	Net 10 days from invoice date
-------	-------------------------------

EXHIBIT I

**PART V
 BID FORM-PROPOSAL
 REVISED PRICING 2-15-12**

Pursuant to and in accordance with the above stated invitation for Bid, the undersigned hereby declares that they have examined the IFB documents and specifications for the item(s) listed below. The undersigned proposes and agrees, if their bid is accepted to furnish the item(s) submitted below, including delivery to Greene County, Missouri in accordance with the delivery schedule and according to the prices, products/services information submitted.

(***Primary award will be based on Items 1-12)

Please quote for primary award to include all areas.

Bid Item	Location	Unit Price	Estimated Quantities	Extended Total	
1.	Area #1	\$47.58	5,500 tons	\$261,690.00	
2.	Area #2	\$47.58	0 tons	\$0.00	
3.	Area #3	\$47.58	11,010 tons	\$523,855.80	
4.	Area #4	\$47.58	14,050 tons	\$668,499.00	
	SUBTOTAL BID PRICE (Items 1-4)			\$1,454,044.80	
		Price/Ton (<600)		Price/Ton (>600)	
Bid Item	Location	Unit Price	Extended Amount (Assume 300 ton)	Unit Price	Extended Amount (Assume 700 ton)
5.	City of Fair Grove (Area #2)	\$49.72	\$14,916.00	\$48.62	\$34,034.00
6.	City of Strafford (Area #2)	\$49.72	\$14,916.00	\$48.62	\$34,034.00
7.	City of Rogersville (Area #3)	\$49.72	\$14,916.00	\$48.62	\$34,034.00
8.	City of Battlefield (Area #4)	\$49.72	\$14,916.00	\$48.62	\$34,034.00

Bidders Name: Leo Jouragan Construction Co., Inc.

EXHIBIT I

Bid Item	Location	Unit Price	Extended Amount (Assume 300 ton)	Unit Price	Extended Amount (Assume 700 ton)
9.	City of Republic (Area #4)	\$49.72	\$14,916.00	\$48.62	\$34,034.00
10.	City of Ash Grove (Area #1)	\$49.72	\$14,916.00	\$48.62	\$34,034.00
11.	City of Walnut Grove (Area #1)	\$49.72	\$14,916.00	\$48.62	\$34,034.00
12.	City of Willard (Area #1)	\$49.72	\$14,916.00	\$48.62	\$34,034.00
	SUBTOTAL BID PRICE (Items 5-12)		\$119,328.00		\$272,272.00
	TOTAL BID PRICE Items 1-12 (Please add subtotals together for total)				\$1,845,644.80

TOTAL BID PRICE - Items 1 - 12 (*Please add subtotals together for total) - For all Contractor's services, labor, materials, tools, equipment, supplies, transportation and all other items and facilities necessary to complete the work specified:

\$ One million eight hundred forty five thousand six hundred forty four and eighty cents
(Amount written in words)

State any deviations or exceptions:

Bid Item	Location	Unit Price
13.	Spot Patches (box culvert, etc, Guaranteed 40 ton minimum)	\$74.00

Please note that item #13 will be awarded with Items 1-12

Bidders Name: Leo Journagan Construction Co., Inc.

EXHIBIT II**EXHIBIT I****ADDENDUM NO. 1****BID NUMBER 10-10012****BP-2 PLANT MIX BITUMINOUS PAVEMENT & COLD MILLING**

(Please return this page with the signed bid)

Bid Item	ADDITIONAL ITEMS	Unit Price	
14.	BP-2 Plant Mix from plant hauled and place by others	\$64.00	
		Price/Ton (<600)	Price/Ton (>=>600)
15.	Parking Lots	\$60.39	\$59.39
16.	Trails (2" x 10' wide)	\$61.91	\$60.91
	Asphalt Curb 6"	Quantity	Price/LF
17.		0-25	\$25.10
18.		25-75	\$20.10
19.		75-200	\$15.10
20.		200-600	\$10.10
21.		>600	\$8.10

Acceptance for Provision for Asphalt Cement Price Index

Bidders have the option to accept the provision for Asphalt Cement Price Index in accordance with Sec. 109.15. The bidder must mark the box below if they choose to accept the provision. No price adjustment will be made, due to asphalt price changes, for bidders who do not accept this provision

☐ Asphalt Cement**Acceptance for Provision for Price Adjustment for Fuel**

Bidders have the option to accept the provision for Price Adjustment for Fuel as stated in Sec. 109.14. The bidder must mark the box below for those items of work in which they choose to accept the provision. No price adjustments will be made, due to fuel price changes, for bidders who do not accept this provision.

- ☐ Asphalt Production
☐ Asphalt Hauling

Signature:

Title:

Dale Popejoy, Vice President, Paving

Bidders Name:

Leo Jouragan Construction Co., Inc.

EXHIBIT I

Asphalt Price Index	
2010	PG 64-22 Dollar/Ton
January	\$457.50
February	\$505.00
March	\$510.00
April	\$510.00
May	\$510.00
June	\$496.25
July	\$482.50
August	\$461.25
September	\$440.00
October	\$426.25
November	\$426.25
December	\$426.25

Asphalt Price Index	
2011	PG 64-22 Dollar/Ton
January	\$ 450.00
February	\$451.25
March	\$467.50
April	\$482.50
May	\$555.00
June	\$570.00
July	\$550.00
August	\$525.00
September	\$510.00
October	\$510.00
November	\$510.00
December	\$526.25

Asphalt Price Index	
2012	PG 64-22 Dollar/Ton
January	\$ 540.00
February	\$ 557.50
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	



FW: Greene County Overlay, 2012

Dale Popejoy

to:

mdenney

03/07/2012 09:48 AM

Hide Details

From: "Dale Popejoy" <dpopejoy@journagan.com>

To: <mdenney@greencountymo.org>,

EXHIBIT II

2 Attachments



image001.gif image004.jpg

Ms. Denney,

We submit a unit price of \$300/Each for coldmilling headers for the cities in the 2012 Greene County Overlay Contract.

Dale Popejoy

Vice President, Paving

Leo Journagan Construction Co., Inc.

3003 East Chestnut Expressway, Suite 1200

Springfield, MO 65802

Phone: 417-869-7222 Fax: 417-869-7421 Mobile: 417-839-6910



CONFIDENTIALITY NOTICE: INFORMATION IN THIS MESSAGE IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE RECIPIENT(S) NAMED ABOVE. This message is sent by or on behalf of the Vice President, Paving at Leo Journagan Construction Co., Inc. and is intended only for the use of the individual or entity to which it is addressed. This message contains information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering this message to the intended recipient, please do not read, copy, use or disclose this communication to others. If you have received this communication in error, please notify us immediately by reply e-mail or by telephone at (417) 869-7222 or 800-299-7222 and immediately delete this message and all its contents.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/23/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Barker Phillips Jackson
1637 S Enterprise Ave
PO Box 4207
Springfield MO 65804-4207

CONTACT NAME: Rita Atchison
PHONE (A/C No. Ext.): (417) 887-3550 FAX (A/C No.): (417) 887-3282
E-MAIL: ratchison@bpj.com
ADDRESS:
PRODUCER CUSTOMER ID #: 00006352

INSURED
Leo Journagan Construction Co Inc
3003 E Chestnut Exp #1200
Springfield MO 65802-2590

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Charter Oak Fire Insurance Co	25615
INSURER B: Midwest Builders Casualty	13126
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL11122303295

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

PROD. LTR.	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	X	DTC07274B336C0F11	4/1/2011	4/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC					
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		DT8107274B336C0F11	4/1/2011	4/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$	OCCUR CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	12BWC0497	1/1/2012	1/1/2013	☒ WC STATUTORY LIMITS EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000
A	Rented & Leased Equipment		QT660434B795PHI11	4/1/2011	4/1/2012	Per Item \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Greene County Purchasing
933 N Robberson
Springfield, MO 65802-3838

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rita Atchison/RMA

Rita Atchison

EXHIBIT

B

3/31/10

**PART IV
BID FORM – SPECIFICATIONS**

Minimum requirements and specifications are for use in establishing general performance and quality levels, and are not meant to limit or restrict bidding. Bidders may offer any manufacturer's equipment which meets or exceeds the minimum requirements.

The proposer shall clearly state any and all exceptions to the minimum requirements, and the County shall consider such exceptions when evaluating proposals for award. Failure to list such deviations shall denote that respondent has taken no exception and shall furnish equipment which is fully in compliance with the specifications contained herein.

JOB SPECIAL PROVISIONS

A. GENERAL

1.0 Description. This contract with Greene County is for **BP-2 PLANT MIX BITUMINOUS PAVEMENT** on various farm roads throughout Greene County. Greene County will oversee and assist in scheduling to the best of our ability that will provide the most benefit to the County and Contractor.

1.1 All reference in the Missouri Standard Specifications to the "engineer" shall be redefined to mean the Greene County Highway Administrator or his designated representative.

1.2 All work must be completed by October 31, 2010. All work shall be done during day time hours.

B. WORK ZONE TRAFFIC MANAGEMENT PLAN

1.0 Description. Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Missouri Standard Specifications, and specifically as follows.

1.1 Traffic shall be maintained through the work zone using the existing pavement in accordance with MUTCD traffic control plans. Provisions shall be made to allow the movement of emergency vehicles through the limits of construction at all times. During non-working hours the contractor shall have all lanes of traffic open for all routes, driveways, and side roads. All channelizers and other traffic control devices shall be removed from the roadway during non-working hours unless otherwise approved by the Highway Administrator.

1.2 During the term of this contract, there are five major holiday weekends: Memorial Day, 4th of July, Labor Day, Thanksgiving, and Christmas. All lanes shall be scheduled to be open to traffic during these holiday periods, from 12:00 noon on the last working day preceding the holiday until 9:00 a.m. on the first working day subsequent to the holiday, unless otherwise designated by the Highway Administrator.

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1.3 The contractor shall not perform any construction operation on the roadway, including the hauling of material within the project limits, during restricted periods, holiday periods or other special events specified in the contract documents.

2.0 Detours and Lane Closures. At least one lane of traffic shall be maintained at all times except for brief intervals of time required when the movement of the contractor's equipment will seriously hinder the safe movement of traffic.

3.0 Lane Closure Restrictions. All lanes must be open to traffic during the period one-half hour before sundown to one-half hour after sunrise. In the event unforeseen circumstances require maintenance of one-way (or one-lane) traffic the contractor shall, at his/her own expense, furnish the necessary personnel to properly direct traffic. The Highway Administrator shall be the sole judge as to the necessity of maintaining traffic in a one-way (or one-lane) pattern after normal working hours.

4.0 Basis of Payment. No direct payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provisions.

C. MOBILIZATION

1.0 Description. This item shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the work site specified in the work order; and for all other work or operations which must be performed or costs incurred prior to beginning the work specified in the work order on the work site.

1.1 Basis of Payment. No direct payment will be made for mobilization. All costs for mobilization shall be considered included in the cost of the individual contract pay items included in the contract.

E. TRAFFIC CONTROL PLAN TYPES

1.0 The following traffic control plan types shall be used for the work. All of the plan types shall include adequate cones or other channelizing devices as contained within the MUTCD.

1.1 Shoulder Work.

1.1.1 "Work Beyond Shoulder" shall include furnishing, installing, and removing the following set of traffic control devices as shown below:

2 each Shoulder Work Ahead signs

1.2 One-Lane Two-Way Operation with Flaggers. A minimum of two flaggers will be required to direct traffic. Additional flaggers may be required when working at intersecting streets as directed by Greene County Staff. The use of flaggers may be waived by Greene County staff if ADT < 100 and there is sufficient sight distance.

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2 each	Road Work Ahead signs
2 each	One Lane Road Ahead signs
2 each	Flagger (Symbol) signs

1.3 Single Lane Closure. "Single Lane Closure" for locations with more than two lanes shall include furnishing, installing, and removing the following set of traffic control devices as shown below:

2 each	Road Work Ahead signs
2 each	Right (Left) Lane Closed Ahead signs
2 each	Right (Left) Lane Closed signs
1 each	Flashing Arrow Panel

1.4 Basis of Payment. No direct pay will be made for traffic control or flaggers when required.

F. UTILITIES

1.0 It is the inherent risk of the work under this contract that the contractor may encounter utilities above or below the ground or in the vicinity which interfere with the work ordered under the contract. The contractor expressly acknowledges and assumes this risk even though the nature and extent of it is unknown to both the contractor and the Greene County Commission as of the time of bid and award of contract. The effect in cost or time of the presence of utilities above, below or in the vicinity of the contractor's work under this contract shall be neither compensable nor excusable.

1.1 The contractor is expressly obligated to ascertain the presence and location of utility facilities or appurtenances, notify the utility that may be effected by or which may effect the work, and otherwise strictly comply with its duties under those provisions of the Specifications.

1.2 The Greene County Highway Department does not warrant the depiction of utility lines or facilities on other bidding documents are complete or accurately reflect either all utilities or their precise locations within or adjacent to the project limits or the status of any relocation work.

1.3 Any utility relocations needed to perform the work shall be the responsibility of the utility company.

G. FINAL INSPECTION AND ACCEPTANCE OF THE WORK

1.0 Final Inspection. Upon completion of the required work for each work order, the contractor shall notify the Highway Administrator, and an inspection will be performed by Greene County staff.

1.1 Work determined to be unsatisfactory by the Highway Administrator and not accepted shall be corrected to acceptable standards at the contractor's sole cost. All items that are unsatisfactory shall be corrected. Upon completion of the corrections, the contractor shall notify the Highway Administrator for a reinspection.

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1.2 Following acceptance for maintenance, the contractor, subcontractors, and suppliers are relieved of any new or additional liability to third parties for personal injury, death, or property damages which may be alleged to result from the performance of the work required by that work order, unless additional work on the right of way is required by the Highway Administrator.

H. PAYMENT

1.0 Payments. Payments will be made by the unit bid prices after submitting an invoice to the Highway Administrator. Only one payment will be made per month will be made in thirty (30) days. Invoices shall be submitted in triplicate. No retainage will be kept.

Asphalt Cement Price Index

Definitions:

Monthly Asphalt Base Price: The average midpoint price for PG64-22 for the St. Louis and Kansas City area as obtained from the Asphalt Weekly Monitor® published by Poten & Partners, Inc. at the time of the bid opening.

Monthly Average Asphalt Price: The current average midpoint price for PG64-22 for the St. Louis and Kansas City area as obtained from the Asphalt Weekly Monitor® published by Poten & Partners, Inc. at the time of the asphalt placement.

Asphalt Cement Adjustment: Adjustment for mix placed during a particular month using the following formula:

$$A = (B \times C) \times (D - E)$$

Where:

A = Adjustment for mix during index period

B = Tons of mix placed during the average index period

C = percent of virgin asphalt binder as listed in the job mix formula

D = monthly average price at time of mix placement

E = monthly average price at time of bid

Example:

The contract was bid on March 28 and the avg monthly AC price was \$350.00. 2,500 tons of bituminous mix was placed during April (monthly avg price of \$ 400.00). Mix was a RAP mix with 4.2 % virgin AC.

$$B = 2,500$$

$$C = 4.2 \%$$

$$D = \$ 400.00$$

$$E = \$ 350.00$$

$$A = (B \times C) \times (D - E)$$

$$A = (2,500 \times 0.042) \times (400 - 350)$$

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Adjustment = \$ 5,250.00

Price Adjustment for FuelDefinitions

Fuel Usage Factor: cost of fuel to produce asphalt mix
2.65 from MoDOT Spec book online

Fuel Usage Factor On-Road Hauling: cost of fuel to truck asphalt mix from plant to work site
0.067 from MoDOT Spec book online

Monthly Fuel Index: the average price for No. 2 diesel fuel on the first day of the month (excluding Sat, Sun, and holidays) as reported by Platt's Oilgram-PAD2-St. Louis Area

Starting Fuel Index: the average price of No. 2 diesel fuel on the first day of the month that the project is started as reported by Platt's Oilgram-PAD2-St. Louis Area

Monthly Fuel Index Adjustment Factor: the difference (+ or -) between the Starting Fuel Index and the latest Monthly Fuel Index

Price Adjustment for Fuel Usage will be determined by the following formula.

Adj = (Total asphalt mix) (Monthly Fuel Index Adj. Factor) (Fuel Usage Factor)

Example:

Prices from Platt's Oilgram-PAD2-St. Louis Area:

No.2 diesel on Jan 1 = \$ 2.48/gal (say this is our Starting Fuel Index (from avg))

No.2 diesel on Feb 1 = \$ 3.50/gal (high)
\$ 1.50/gal (low)
Average = \$ 2.50/gal

Monthly Fuel Index Adjustment Factor = \$2.50 - \$ 2.48 = \$ 0.02/gal

Price Adjustment for Fuel Usage using formula if we placed 1000 tons of mix:

On-Road: (1000 t) (0.02) (2.65 + 0.067) =
(1000 t) (0.02) (2.717) = \$ 54.34

Plant Pickup: (1000 t) (0.02) (2.65) = \$ 53.00

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I. SPECIFICATIONS**1.0 GENERAL**

- 1.1** All materials and workmanship shall meet the specifications as dictated in Section 401 of the *Missouri Standard Specifications for Highway Construction*, 2004 Edition.
- 1.2** These specifications have reference to hot-mix and warm-mix bituminous asphalt base and pavement.

2.0 MATERIALS**2.1 ASPHALT CEMENT**

- 2.1.1** PG 64-22 asphalt cement shall be used and meet all applicable requirements as dictated in Section 401 of the *Missouri Standard Specifications for Highway Construction*, 2004 Edition.

2.2 AGGREGATE

- 2.2.1** The gradation of combined aggregates for bituminous base and for BP1 or BP2 wearing surface shall meet all applicable requirements as dictated in Section 401.3.1 of the *Missouri Standard Specifications for Highway Construction*, 2004 Edition.

2.3 RECLAIMED ASPHALT MATERIAL

- 2.3.1** A maximum of twenty (20) percent reclaimed asphalt material may be utilized in all mix designs, but recycled asphalt shingles shall not exceed seven (7) percent.

2.4 MIX DESIGN

- 2.4.1** Composition of the mixture shall conform to the following limits by weight:

Mineral Aggregate	92.0% to 96.5%
Asphalt Binder	3.5% to 8.0%

- 2.4.2** If utilized, recycled asphalt material type and percentage shall be clearly noted on the mix design, along with percent virgin asphalt cement and percent asphalt cement from Recycled Asphalt Material.

2.5 TACK COAT

- 2.5.1** Tack coat shall consist of SS1 or SS1h asphalt.

2.5.2

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3.0 CONSTRUCTION

- 3.1 Contractor shall place tack coat, bituminous asphalt base and pavement in the widths and thicknesses specified in the contract in accordance with Section 401.7 of the *Missouri Standard Specifications for Highway Construction*, 2004 Edition. The Greene County Highway Department reserves the right to modify the weather conditions requirements of a particular project.
- 3.2 All work associated with placement of bituminous asphalt base and pavement shall take place during daytime hours. No night work shall be allowed unless the Contractor is requested in writing to do so by the Greene County Highway Department.

4.0 TESTING

4.1 INITIAL MATERIALS TESTING AND MIX VERIFICATION

- 4.1.1 No less than fourteen (14) days prior to commencement of work, Contractor shall submit a mix design for each asphalt mix specified in the contract to the Greene County Highway Department for review, mix verification and approval. Mix designs previously approved by MoDOT within 6 months of the date of paving may be approved by the Greene County Highway Department without materials testing.
- 4.1.2 If mix verification is necessary, Contractor shall coordinate with the Greene County Highway Department and provide the necessary samples of aggregate, asphalt cement and recycled asphalt material, if applicable. A representative of the Greene County Highway Department, or its third party testing representative, shall gather samples from the various aggregate and recycled asphalt material stockpiles and asphalt cement, or be present when samples are gathered.
- 4.1.3 The Greene County Highway Department, or its third party testing representative, shall determine conformance of the sample aggregate and recycled asphalt material, if used, with the aggregate gradation in the submitted mix design. A combination of recombined aggregates and asphalt cement, at the specified contents, shall be prepared so that mix volumetrics can be compared to the mix design. Mix variations of +/-15% of those reported on the original mix design will be accepted, except that mix designs going below the basic design values will not be allowed. Mix verification shall be performed by a third-party testing company.

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4.1.4 Mix volumetrics shall be within the following range:

Air Voids	3.0% to 5.0%
VMA	12.0% minimum
Stability	1500 pounds
Moisture Susceptibility (AASHTO T283)	70% minimum

- 4.1.5** Initial materials testing and mix verification shall be performed at the expense of the Greene County Highway Department. Should the submitted materials not meet the specifications, or produce a mix not conforming to the submitted mix design, the Contractor shall be responsible for all costs incurred by the Greene County Highway Department and its third party testing representative for subsequent materials testing and mix verification.

4.2 INSPECTION, FIELD TESTING AND VERIFICATION

- 4.2.1** Contractor shall allow the Greene County Highway Department, or its third party testing representative, to inspect all phases of production and construction.

- 4.2.2** The Greene County Highway Department, or its third party testing representative, shall perform field tests for the determination of pavement density, maximum theoretical specific gravity and asphalt content at least once during each project. If more than one test will be required, the Greene County Highway Department shall specify the testing schedule prior to the start of construction. Other possible materials tests may include aggregate asphalt content and combined aggregate gradation from either extraction or burn furnace samples, Marshall density, and stability and flow.

- 4.2.3** Results from the field testing shall be compared to the mix design. Variations shall be addressed as follows:

- 4.2.3.1** Density. A density of no less than 92% of maximum theoretical specific gravity (density) is required on all asphalt placed. Density adjustment for payment will be as included in Section 401.8.5 of the *Missouri Standard Specifications for Highway Construction*, 2004 Edition.

- 4.2.3.2** Asphalt Content. The maximum theoretical specific gravity may be adjusted mathematically for variations in asphalt content using procedures outlined in Asphalt Institute Mix Design Manuals (MS-2 and/or SP-2).

5.0 PERFORMANCE**5.1 Warranty**

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- 5.1.1 Contractor shall warranty its bituminous asphalt base and pavement materials, placement and general workmanship against premature deterioration or failure for a period of eighteen (18) months from the date of acceptance of the project by the Greene County Highway Department. The determination of premature deterioration or failure shall be at the discretion of the Greene County Highway Department.

J. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS

All questions concerning this project during the bidding process shall be forwarded to the project contact listed below.

Dan Smith, P.E.
Highway Administrator
Greene County Highway Department
2065 North Clifton
Springfield, MO 65803
Telephone Number 417-829-6505

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REQUIREMENTS AND SPECIFICATIONS COLD MILLING**GREENE COUNTY HIGHWAY DEPARTMENT****1. WORKMANSHIP AND CONTRACTUAL REQUIREMENTS**

Workmanship shall be in accordance with good practice and consistent with workmanship normally used on County roads. In case of disagreements, the MoDOT Standard Specifications for Highway Construction (2004) shall apply.

The Contractor shall be totally responsible for the construction means, methods and procedures. This shall specifically include responsibility for job site safety for all workers and for the public.

Contractor must comply with all applicable Federal and State laws, rules, regulations and requirements.

2. ORDERS FOR COLD MILLING

Orders for Cold Milling will be placed by the Greene County Purchasing Department or authorized Greene County Highway Department personnel on an as needed basis throughout the contract period. Estimated annual use may change throughout the bid period due to requirements, weather or unforeseen issues. **Once the street has been milled, the Asphalt Surface shall be placed within ten (10) days of the milling operation.** (County will coordinate with the Milling Contractor and Asphalt Contractor)

3. SCHEDULE

Scheduling will be negotiated between County and Contractor, and will be determined according to agreement between both parties.

4. CONTRACT PRICES

The Contract Price will be the sum of the individual unit price extension for the item of work listed in the proposal. The quantity of work shown in the proposal is presented for information only and the Contractor shall view the site, review the plans and make his own determination of the materials and work required to complete the Cold Milling. The Contractor will provide all equipment, labor and materials required to perform the work. Payment will only be made for the bid item in the proposal. Any cost for mobilization and other work shall be incidental to the bid price listed.

5. TRAFFIC CONTROL

The Contractor shall be responsible for installing traffic control for all of his work operations. Traffic control devices shall meet the minimum standards of the MUTCD Manual. Flag men and appropriate signing shall be used inside the

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project and immediately outside the project and as required for traffic control during work operations within the subdivision.

The project shall be open to one lane of traffic at all times. During flagging operations a minimum of two (2) flaggers, one at each end of lane closure, shall be used.

The Contractor is responsible for traffic accessing pavement during operations unless otherwise approved by the Highway Department personnel.

Traffic Control shall be incidental to other items of work.

No Traffic Striping is required for this project.

6. DETAILS

A description of bid item is as follows. Details not listed or omitted which are standard to this construction method or practice or are covered by MoDOT Specifications are considered as included and incidental to the project bid item unless specifically excluded.

Streets: This project includes surface asphaltic concrete. Streets to be Cold Milled are locations in various subdivisions throughout Greene County. The streets to be Cold Milled are within the existing roadway beds as now established.

Typical Section: Cold Milling shall be completed to a depth of 2". Cold Milling shall be a minimum of 6 feet in width. Cold Milling shall be completed per Missouri Standard Specifications for Highway Construction. The Contractor shall use care when Cold Milling next to existing curb and gutter so as not to damage it. If curb and gutter is damaged by the Contractor, the Contractor shall replace it, at no additional cost. The Contractor shall properly mark, so traffic will not damage, any objects milled around such as valves, manholes, etc.

The quantity of milling of existing surface will be paid for by the square yard. No direct payment will be made for loading.

Utilities: Utilities will not be located for these various locations. The Contractor is responsible for all utility locations and any respective conflicts.

Mailboxes, Signs, and Obstructions: The Contractor is responsible for removing and reinstalling all mailboxes, signs, obstructions, etc. within the limits of the work. This is to be done only if the object is an obstruction to the work.

Temporary access to mail boxes shall be the responsibility of the Contractor.

The Contractor is responsible for the condition of the mailboxes, signs, etc. during the work. Any items destroyed or damaged shall be replaced by the Contractor at no expense to the County.

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All work related to this item shall be incidental to the bid item.

7. FINAL CLEAN-UP

After the Cold Milling is completed, the Contractor shall remove and debris deposited in yards, the right-of-way and driveways by his operations.

The Contractor shall also repair all yards disturbed by his operations. Yards shall be equal to or better than conditions prior to Cold Milling. It is suggested that the Contractor develop a pre-cold milling photograph record.

Mailboxes shall be reinstalled where they were disturbed.

8. PAYMENT

Unless otherwise agreed, payment will be made in a lump sum total by the square yard after each general location is accepted and on receipt of the required certifications regarding liens on materials and labor.

The Contractor is responsible for verifying that his employees and his subcontractor's employees are paid in accordance with the prevailing wage rates. The County assumes no liability for non-conformance with this provision by the contractor. The Contractor is responsible for any and all legal fees incurred by the County for the Contractor or his subcontractor's violation of the prevailing wage rate provisions.

9. QUESTIONS AND DISPUTES

Both the Contractor and the County agree that this contract shall be governed by the Laws of the State of Missouri. Any questions or disputes arising during this work shall be decided by the Administrator of the Greene County Highway Department.

**CITY OF WILLARD
BOARD OF ALDERMEN
04-09-12**



ACTION REQUESTED: Discussion Only

This agenda item is to discuss the enforcement of the nuisance ordinance as it relates to inoperable vehicles and/or unregistered vehicles.

This was placed on the agenda per the Mayor's request.

CHAPTER 215: NUISANCES

ARTICLE I. GENERALLY

SECTION 215.010: PERMITTING OR MAINTAINING A NUISANCE PROHIBITED

No person shall cause, maintain or permit on premises owned or controlled by him/her within the City limits of Willard, a nuisance which may be dangerous or detrimental to the public health or render obnoxious articles into the air which may be detrimental to the health of the inhabitants of the City of Willard. (Ord. No. 031110 Art. I, 11-10-03)

SECTION 215.020: ENUMERATION

The following things are hereby declared to be nuisances; provided that such listings shall not be deemed exclusive:

1. Carcasses of animals remaining exposed more than four (4) hours after death.
2. Ashes, slops, filth, excrement, soot, rubbish, manure, stagnant water, all sorts of decaying animal matter, decaying fruits or vegetables, discarded wearing apparel, dead animals or any other offensive or disagreeable substance or thing deposited or caused or permitted to remain, left or deposited in such quantity or in such condition as to be offensive to the sight or smell or menace to health, safety, peace or comfort of the people of Willard or of such a nature as to be or become harbors or breeding places for mosquitoes, ants, flies, rats, mice or other insects.
- X 3. Accumulating, storing, piling, stacking or placing of papers, magazines, rags, sawdust, boxes, old machinery, junk, unusable equipment, junk motor vehicles (those not operable and motor vehicles which are unlicensed or not currently registered), wrecks or parts of worn out automobiles, scrap iron or other metals, tins cans, old bottles, broken glass deposited or caused or permitted to remain, left or deposited in such quantity or in such condition as to be offensive to the sight or smell or menace to health, safety, peace or comfort or such a nature as to be or become harbors or breeding places for mosquitoes, ants, flies, rats, mice or other insects, animals or vermin, whether left or deposited upon private premises owned, occupied or controlled by persons causing or permitting the same; or upon any public street, sidewalk, alley, parkway, public enclosure or vacant lot.
4. The operation of slaughterhouses, soap factories, sawmills and other places of business or factories causing an offensive odor or emitting articles into the air obnoxious to the health of the inhabitants of the City of Willard.
5. Feces left by any said dog on any sidewalk, gutter, street, park or other public area or on any private property used by said dog for depositing any feces, if the same is done in the presence of the owner of said dog or in the presence of any person exercising control over said dog at the time of said offense. (Ord. No. 031110 Art. I §1, 11-10-03)

SECTION 215.030: NOTICE TO ABATE

- A. Whenever the Director of Development of the City, or the City's designee, shall ascertain or have knowledge that a nuisance exists on any premises in the City, he/she shall, by written notice, notify the person or persons occupying or having possession of said premises to abate or remove such nuisance within the time to be specified in such notice, not less than ten (10) days, provided that, if such house or premises is not occupied and the owners having the right of possession are non-residents, the of Director of Development of the City, or the City's designee, shall notify the non-resident owners by posting a notice of his/her request to abate or remove such nuisance within the time to be specified in such notice upon such house or premises and by sending a copy of such notice by registered mail to the last known address of the non-resident owners. In the event of non-resident owners of unoccupied premises, the time specified in such notice shall not be less than ten (10) days.
- B. No person notified as provided in this Section shall fail, neglect or refuse to comply with said notice and for the abatement of said nuisance within the time specified in such notice. (Ord. No. 031110 Art. I §2, 11-10-03; Ord. No. 101025A §1, 10-25-10)

SECTION 215.040: AUTHORITY TO ENTER UPON PREMISES

Police Officers and other employees of the City authorized by the Board of Aldermen or the Chief of Police are hereby authorized and required to go, in the daytime, in and upon any house, building, lot or premise, whether public or private, for the purpose of removing or abating any nuisances, when abatement of a nuisance is ordered or authorized under the provisions of this Article and after due process has been afforded. (Ord. No. 031110 Art. I §3, 11-10-03)

SECTION 215.050: PENALTY FOR VIOLATION

Any person violating the provisions of this Article shall be punished, upon conviction thereof, by a fine not less than twenty-five dollars (\$25.00) and more than five hundred dollars (\$500.00) or imprisonment not to exceed three (3) months or by both such fine and imprisonment. (Ord. No. 031110 Art. I §4, 11-10-03)

SECTION 215.060: FAILURE TO ABATE—ABATEMENT BY CITY

City may abate nuisances when owner or occupant of the premises fails to do so. If, upon a trial for the violation of this Article, the judge of the Municipal Court shall find that a violation exists and that the respondent (owner or occupant) has had proper notice as provided in this Section and that the respondent (owner or occupant) has failed to abate the nuisance, the judge of the Municipal Court may, in addition to the penalty for violating this Chapter, make an order directing the Chief of Police and Police Officers of the City to abate such nuisance forthwith and immediately report the expense thereof to the judge of the Municipal Court who shall, as a part of the costs of such prosecution, render judgment against the respondent for the amount of such expense, which shall be collected as other fines and costs; provided that, if the person who shall violate, neglect, fail or refuse to comply with any provision, regulation or requirement of this Chapter is a non-resident, the Police Officer of the City shall immediately abate the nuisance and report the expense thereof to the Collector and the owner of such land shall be civilly liable to the City for such costs. (Ord. No. 031110 Art. I §5, 11-10-03)

**CITY OF WILLARD
BOARD OF ALDERMEN
04-09-12**



ACTION REQUESTED: Discussion Only

This agenda item is to discuss the enforcement of the fowl ordinance passed on 12-19-11.

This was placed on the agenda per the Mayor's request.

First Reading: 12-05-11
BILL NO. 11-31

Second Reading: 12-19-11
ORDINANCE NO. 111219C

AN ORDINANCE

AN ORDINANCE APPROVING A MUNICIPAL CODE AMENDMENT TO SECTION 400.520 AND SECTION 400.570 OF THE MUNICIPAL CODE OF THE CITY OF WILLARD PERTAINING TO ANIMALS.

WHEREAS, a public hearing was held on November 14, 2011;

WHEREAS, the Planning and Zoning Commission held a public hearing and vote on the Land Use code amendment to Section 400.520 and Section 400.570 regarding animals, which resulted in, No recommendation was given by the Commission;

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

Section 1: The City does hereby amend Title IV. Land Use, Chapter 400: Land Development Regulations, Article VI. Supplemental Use Regulations, Section 400.520 to add an additional accessory use as follows:

p. Keeping or raising of six (6) or less chicken hens.

- 1.1. The maximum number of chickens allowed is six per tract of land regardless of how many dwelling units are on the tract.
- 1.2. Only female chickens shall be allowed. There shall be no restriction on chicken breeds.
- 1.3. It shall be unlawful to engage in chicken breeding or fertilizer production for commercial purposes.
- 1.4. Slaughter may occur for personal use provided that it is conducted in a sanitary manner, does not generate noise that creates a nuisance, and is not visible from adjacent properties or any public area or right-of-way.
- 1.5. Chickens shall be kept in a secured enclosure or fenced area at all times. Chickens shall be secured within a henhouse or chicken tractor during non-daylight hours.
- 1.6. Enclosures shall be kept in a clean, dry, odor-free, neat, and sanitary condition at all times.

- 1.7. Henhouses, chicken tractors and chicken pens shall provide adequate ventilation and adequate sun and shade and shall be impermeable to rodents, wild birds, and predators, including dogs and cats.
- 1.8. Henhouses and chicken tractors shall be designed to provide safe and healthy living conditions for the chickens while minimizing adverse impacts to other residents in the neighborhood.
 - 1.8.1. A henhouse or chicken tractor shall be enclosed on all sides and shall have a roof and doors. Access doors shall be able to be shut and locked at night. Openings, windows, and vents shall be covered with predator and bird proof wire of less than one-inch openings.
 - 1.8.2. Henhouses, chicken tractors, and chicken pens shall only be located to the defined rear of the property as required by the zoning code.
 - 1.8.3. Henhouses, chicken tractors, and chicken pens shall meet zoning setback requirements for accessory structures and be located at least 25 feet from any adjacent residential dwelling, church, school, or place of business.
- 1.9. Any enclosed chicken pen shall consist of sturdy wire or wooden fencing. The pen shall be covered with wire, aviary netting, or solid roofing.
- 1.10. Odors from chickens, chicken manure, or other chicken related substances shall not be detectable at the property boundaries.
- 1.11. All uses shall operate in accordance with the noise standards contained in section 400.1530 of the land development regulations.
- 1.12. The chicken owner shall take necessary action to reduce the attraction of predators and rodents and the potential infestation of insects and parasites. Chickens found to be infested with insects and parasites that may result in unhealthy conditions to human habitation may be removed by an animal control officer.
- 1.13. The chicken owner shall provide chickens access to feed and clean water at all times. The feed and water shall be unavailable to rodents, wild birds, and predators.
- 1.14. The chicken owner shall provide for the storage and removal of chicken manure. All stored manure shall be covered by a fully enclosed structure with a

roof or lid over the entire structure. No more than three cubic feet of manure shall be stored. All other manure not used for composting or fertilizing shall be removed. The henhouse, chicken tractor, chicken pen, and surrounding area shall be kept free from trash and accumulated droppings.

1.15. No dog or cat which kills a chicken shall, for that reason alone, be considered a dangerous or aggressive animal.

1.16. It shall be unlawful for any person to keep chickens in violation of any provision of this article.

1.17. It shall be unlawful for any owner, renter, or leaseholder of property to allow chickens to be kept on the property in violation of the provisions of this article.

1.18. Any violation of this Section that constitutes a health hazard or that interferes with the use or enjoyment of neighboring property is a nuisance and may be abated under Chapter 215.

1.19. Each day that a violation of this article continues is a separate offense.

1.20. All other applicable city codes shall apply.

NOTE: Language that is **Bold and Underlined** has been added.

Section 2: The City does hereby amend Title IV. Land Use, Chapter 400: Land Development Regulations, Article VI. Supplemental Use Regulations, Section 400.570 as follows:

SECTION 400.570: ANIMALS

A. *Household Pets.* Animals which are normally and customarily kept as household pets, as defined in Article II, are allowed in any zoning district. Provided however, that no retail or wholesale business will be conducted in conjunction with the keeping of such household pets in any district higher than the "C-2" Commercial District.

B. *Farm Animals.* Farm animals may be kept in the "A-1" Agricultural District, "AP" Airport Zone and the "R-1" Residence District in conformance with the following requirements:

1. Farm animals may be kept in fenced pasture on unplatted land in the "AP" and "R-1" Districts, provided that such pasture shall have at least two (2) acres per animal and provided that this pasture area requirement shall not apply to suckling offspring of a cow or mare.
2. Any covered enclosure erected or enlarged to feed or keep farm animals shall be located no less than two hundred (200) feet from the lot lines of any existing residences on adjacent properties or any adjacent platted subdivision.

3. In any "R-1" District, farm animals shall not be permitted on any tract, parcel or lot less than ten (10) acres.

Exemptions. The following use is exempt from this Subsection provided such use is in compliance with other City Codes and State and Federal Laws:

a. The keeping or raising of six (6) or less chicken hens as an accessory use.

4. In determining the number of farm animals permitted on any tract or lot, the area containing a residence, any accessory structures to the residence used by the occupants and any required yard shall not be included in the calculation of pasture area required.
5. Nothing in this Subsection shall be construed to permit the location of a confined animal feeding facility or feedlot within the City.

C. *Other Animals.* Any animal or fowl other than what may be considered a household pet as defined in Article II, shall be regulated to the district in which such use is generally or specifically allowed.

D. Offensive or noxious odors from keeping of animals or fowl. No person shall keep or allow or permit to be kept on any premises occupied by him, or under his charge or control, any animal(s) or fowl, whether in a pen or other enclosure or not, under such conditions that an offensive or noxious smell or odor shall arise there from, to the injury, annoyance or inconvenience of any person residing within 500 feet of the premise on which the animal(s) or fowl are kept.

NOTE: Language that is **Bold and Underlined** has been added.

Section 3: 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 4: 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 Alderman 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 5: 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.

First Reading: 12-05-11
BILL NO. 11-31

Second Reading: 12-19-11
ORDINANCE NO. 111219C

Approved as to form: _____
Ken Reynolds, City Attorney

READ TWO TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF
THE CITY OF WILLARD, MISSOURI ON THE 19TH DAY OF DECEMBER, 2011.

MEMBERS OF THE BOARD OF ALDERMEN: YES NO

CYNDI COSBY-TRAPP

TIM MAGEE

BRYAN VINCENT

ED SIMMONS

DAVID HEMPHILL

DAVID ROGGENSEES

APPROVED BY:

TOM KELTNER, MAYOR

ATTEST:

DALE DUVALL, CITY CLERK