

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

March 12, 2012

7:00 PM - Willard City Hall

224 W. Jackson Street

Mayor

Tom Keltner

Board Members

David Hemphill

Tim Magee-Mayor Pro-Tem

David Roggensees

Ed Simmons

Cyndi Trapp

Bryan Vincent

www.cityofwillard.org

**CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
March 12, 2012
7:00 P.M.**

Notice posted on March 7, 2012

Notice is hereby given that the City of Willard, Board of Aldermen will conduct a meeting at 7:00 p.m., March 12, 2012 at Willard City Hall, 224 W. Jackson, Willard, Missouri.

The tentative agenda of this meeting includes:

**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.**

PLEDGE OF ALLEGIANCE

Call the meeting to order

1. **Roll Call**
2. **Agenda Amendments/Approval of Agenda**
3. **Approval of Meeting Minutes:**
 - a. Approve the minutes of the regular meeting on February 13, 2012
4. **Ceremonial Matters**
5. **Greene County Officials Presentation on Public Safety Initiative April Ballot Issue**
6. **Citizen Input (*5 minute limit per person*)**
7. **Financial Reports**
 - a. February Outstanding Invoices
 - b. February Utility Adjustment Report
8. **Questions for the City Administrator**
9. **Land O' Frost/City of Willard Ordinance (2nd Reading)**
 - a. Citizen Input
 - b. Discussion/Vote
10. **Commerce Bank/ Willard Sports Complex (2nd Reading)**
 - a. Citizen Input
 - b. Discussion/Vote
11. **Ordinance to transfer surplus equipment to Willard R-II school district from the City of Willard (2nd Reading)**
 - a. Citizen Input
 - b. Discussion/Vote

12. **Ordinance approving a contract between the City of Willard and HDR Engineering, Inc. (1st and 2nd Reading)**
 - a. Citizen Input
 - b. Discussion/Vote
13. **Ordinance to accept amendments to the City of Willard Employee Policy Manual (1st Reading)**
 - a. Citizen Input
 - b. Discussion/Vote
14. **Ordinance declaring the final results of February 2012 Election. (1st Reading)**
 - a. Citizen Input
 - b. Discussion/Vote
15. **Ordinance for Lift Stations – Section 400.1470 (1st Reading)**
 - a. Citizen Input
 - b. Discussion/Vote
16. **Ordinance for Landscaping – Section 400.720 (1st Reading)**
 - a. Citizen Input
 - b. Discussion/Vote
17. **Ordinance for Landscaping enforcement – Section 400.705 (1st Reading)**
 - a. Citizen Input
 - b. Discussion/Vote
18. **Ordinance for Definitions – Section 400.120 (1st Reading)**
 - a. Citizen Input
 - b. Discussion/Vote
19. **Ordinance for Commercial Vehicles – Section 400.780 (1st Reading)**
 - a. Citizen Input
 - b. Discussion/Vote
20. **Ordinance for 410 to 400 – Section 400.080 (1st Reading)**
 - a. Citizen Input
 - b. Discussion/Vote
21. **Ordinance for Escrow – Section 400.1440 (1st Reading)**
 - a. Citizen Input
 - b. Discussion/Vote
22. **Ordinance amendments to Title III, Traffic Code, Chapter 300 - Section 365.080 (1st Reading)**
 - a. Citizen Input
 - b. Discussion/Vote

23. Ordinance for Park in Lieu of Fee Repeal – Section 400.1420 (1st reading)

- a. Citizen Input
- b. Discussion/Vote

24. Old Business

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
February 13, 2012

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

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

City Attorney Ken Reynolds was also present.

Citizens in attendance: Lucille Murray, Gene Thomas, Angie Nicholls and Ryan Nicholls.

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

Agenda Amendments/Approval of Agenda

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

Approve the Minutes of the Regular Meeting on January 9, 2012

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

Ceremonial Matters

None

Citizen Input-Lucille Murray spoke to the Board and asked for them to again consider her request to change the Tree Board ordinance to allow for citizens to be members. Lucille also asked for the Board to discuss the Tree Board a separate entity from the Park Board.

Presentation of proposal by the Springfield/Greene County Emergency Management Department

Greene County Emergency Management Director, Ryan Nicholls, presented a proposal for a contract between the Springfield-Greene County Office of Emergency Management. The contract would allow the City of Willard to receive pre-disaster mitigation and preparedness services. Motion made by Alderman Vincent with a second by Alderman Simmons to approve Mr. Nicholls to proceed with a contract to present to the Board. Alderman Vincent-Aye, Alderman Magee--Aye, Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye and Alderman Hemphill-Aye. All votes aye. Motion carried.

Financial Report

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

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

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

Yearend Report- The City Administrator presented a report to the Board summarizing the 2011 sales tax revenues for the City, the operating balances and the latest Standard and Poor's credit rating report.

Report from the City Administrator The City Administrator spoke to the Board about various projects that City staff is currently working on.

Amendments to the Park Board Ordinance (2nd Reading)

AN ORDINANCE approving municipal code amendments to Section 127.210, Section 127.230, Section 127.260, Section 127.270 and Section 127.290 of the municipal code of the City of Willard pertaining to the Park and Recreational Advisory Board.

Second read was conducted by the City Clerk.

Citizens Input –None

Discussion/Vote- None

Motion made by Alderman Simmons 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--Aye. All votes aye. Motion carried.

2012 Budget Amendment Ordinance (1st and 2nd Reading)

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

First read was conducted by the City Clerk.

Citizens Input –None

Discussion/Vote- The City Administrator explained the necessity of this amendment, due to MDOR funds from the State being received earlier than anticipated. This increase in funds is due to the increase in population recorded in the 2010 census.

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

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-Aye. All votes aye. Motion carried.

Ordinance to transfer surplus equipment to Willard R-II school district from the City of Willard (1st 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".

First read was conducted by the City Clerk.

Citizens Input –None

Discussion/Vote-The City Administrator and the Mayor explained this process to the Board and confirmed that all radios and Police Department specific equipment would be removed prior to the transfer.

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

Land O' Frost/City of Willard Ordinance (1st 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.

First read was conducted by the City Clerk.

Citizens Input-None

Discussion/Vote- The Board asked if bid requests were sent out for this job. The City Administrator stated that they had and that Land O' Frost was the only company that had submitted a bid.

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

Commerce Bank/Willard Sports Complex Ordinance (1st 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 3.3 of said Lease Agreement for the Willard Sports Complex, otherwise known as the Recreation Center.

First read was conducted by the City Clerk.

Citizens Input-None.

Discussion/Vote-None

Motion made by Alderman Roggensees and seconded by Alderman Trapp to accept first reading. Alderman Simmons-Aye, Alderman Trapp-Aye, Alderman Roggensees-Aye, Alderman Hemphill-Aye, Alderman Vincent-Aye and Alderman Magee--Aye. 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, the tree board 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.

Adjourn - Motion made by Alderman Simmons and seconded by Alderman Vincent 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 ALDERMEN**



**AGENDA ITEM #6a
FINANCE DEPARTMENT**

ACTION REQUIRED: APPROVAL REQUESTED

Attached are the outstanding invoices for the month of February.

CITY OF WILLARD
Unpaid Invoice Listing
March 07, 2012

Payee #	Payee Name	Invoice Num	Invoice Date	Due Date	Description	G/L Number	Total Due
ALO100	ALEXANDER OPEN SYSTEM, INC.	9367GN	2/28/12	3/15/12	INTER-NET SECURITY	1 876	336.00
AMP200	A M PYROTECHNICS	26569PK	3/02/12	3/15/12	4TH JULY FIREWORK	3 850	5500.00
ATT135	A T & T/CINGULAR	2252012EM	2/28/12	3/15/12	MOBILE PHONE	1 5940	53.92
ATT135	A T & T/CINGULAR	2252012GN	2/28/12	3/15/12	MOBILE PHONES	1 940	136.08
ATT135	A T & T/CINGULAR	2252012SE	2/28/12	3/15/12	MOBILE PHONE	2 1959	46.80
Vendor Total							236.80
BAK565	BAKER MECHANICAL SERVICES	10023810WA	2/28/12	3/15/12	ELEC SUPPLIES	2 935	125.00
BJ5110	BJ'S TROPHY SHOP	86797-085PK	2/23/12	3/15/12	B-BALL & VB METALS	3 936	331.40
BLK220	BLAKE'S TWO WAY	192LW	2/06/12	3/15/12	CABLE & LABOR	1 1900	53.99
BUS180	BUS ANDREWS TRUCK EQUIPMENT	33306ST	2/22/12	3/15/12	REPAIR SNOWPLOW	1 2900	309.74
CIT105	CITY OF WILLARD	2202012GN	2/23/12	3/15/12	UTILITIES	1 959	42.56
CIT105	CITY OF WILLARD	2202012LW	2/23/12	3/15/12	UTILITIES	1 1959	14.36
Vendor Total							56.92
CIT305	CITY OF SPRINGFIELD	013112S	1/31/12	3/15/12	JAN SEWER CHGS	2 1930	24306.78
CIT305	CITY OF SPRINGFIELD	022912S	2/29/12	3/15/12	FEB SEWER CHGS	2 1930	25459.30
Vendor Total							49766.08
COMMEN	COMMERCE CREDIT CARD SERVICES	21412EM	2/15/12	3/15/12	POSTAGE-SEMA	1 5885	12.95
COMMGN	COMMERCE CREDIT CARD SERVICES	575731GN	2/21/12	3/15/12	ON-LINE STORAGE	1 876	50.00
COMMGN	COMMERCE CREDIT CARD SERVICES	1202012GN	1/20/12	3/15/12	POSTAGE	1 885	35.64
COMMGN	COMMERCE CREDIT CARD SERVICES	1262012GN	1/27/12	3/15/12	ENVELOPES	1 885	9.48
COMMGN	COMMERCE CREDIT CARD SERVICES	2022012GN	2/06/12	3/15/12	TABS & NOTEBOOKS	1 935	15.97
COMMGN	COMMERCE CREDIT CARD SERVICES	2062012GN	2/06/12	3/15/12	POSTAGE	1 885	54.90
COMMGN	COMMERCE CREDIT CARD SERVICES	2152012GN	2/15/12	3/15/12	STAMP SERVICE FEE	1 876	15.99
COMMGN	COMMERCE CREDIT CARD SERVICES	2272012GN	2/27/12	3/15/12	EMAIL & APP SERVIC	1 876	120.00
COMMGN	COMMERCE CREDIT CARD SERVICES	01102012GN	1/10/12	3/15/12	TRAINING & TRAVEL	1 945	85.28
COMMGN	COMMERCE CREDIT CARD SERVICES	01202012GN	1/20/12	3/15/12	POSTAGE- TAX DOCS	1 885	16.48
COMMGN	COMMERCE CREDIT CARD SERVICES	01232012GN	1/23/12	3/15/12	ENV & STAMPS	1 885	11.20
COMMGN	COMMERCE CREDIT CARD SERVICES	01262012GN	1/27/12	3/15/12	PAPER	1 885	16.01
COMMGN	COMMERCE CREDIT CARD SERVICES	01312012GN	1/31/12	3/15/12	AGA DUES 2012	1 840	95.00
COMMGN	COMMERCE CREDIT CARD SERVICES	02012012GN	2/01/12	3/15/12	PAPER & MISC	1 885	236.38
COMMGN	COMMERCE CREDIT CARD SERVICES	02012012GN	2/01/12	3/15/12	CREDIT COUPON	1 885	-4.00
COMMGN	COMMERCE CREDIT CARD SERVICES	02022012GN	2/02/12	3/15/12	TRAVEL/TRAINING	1 945	11.09
COMMGN	COMMERCE CREDIT CARD SERVICES	02092012GN	2/09/12	3/15/12	MISC SUPPLIES	1 885	25.77
COMMGN	COMMERCE CREDIT CARD SERVICES	02152012GN	2/15/12	3/15/12	MISC OFFICE SUPPLY	1 885	87.71
COMMGN	COMMERCE CREDIT CARD SERVICES	02152012GN	2/15/12	3/15/12	CREDIT-COUPON	1 885	-25.00
COMMGN	COMMERCE CREDIT CARD SERVICES	02172012LW	2/17/12	3/15/12	CAMERA & MEMORY CA	1 1935	82.29
COMMGN	COMMERCE CREDIT CARD SERVICES	02202012GN	2/20/12	3/15/12	FEE	1 885	35.79
Vendor Total							975.98
COMMLW	COMMERCE CREDIT CARD SERVICES	02092012	2/09/12	3/15/12	CASSETTE TAPES	1 1885	23.98
COMMLW	COMMERCE CREDIT CARD SERVICES	1202012LW	1/20/12	3/15/12	POSTAGE	1 1885	5.72
COMMLW	COMMERCE CREDIT CARD SERVICES	2062012LW	2/06/12	3/15/12	POSTAGE	1 1885	23.51
COMMLW	COMMERCE CREDIT CARD SERVICES	2092012LW	2/09/12	3/15/12	MEMORY FOR PRINTER	1 1885	9.99
COMMLW	COMMERCE CREDIT CARD SERVICES	01262012LW	1/27/12	3/15/12	INKCART-COURT	1 1885	132.29
COMMLW	COMMERCE CREDIT CARD SERVICES	02012012LW	2/01/12	3/15/12	PAPER & CLOROX WIP	1 1885	69.94
COMMLW	COMMERCE CREDIT CARD SERVICES	02022012LW	2/06/12	3/15/12	VHS CASSETTE	1 1935	28.68
COMMLW	COMMERCE CREDIT CARD SERVICES	02022012LW	2/06/12	3/15/12	VHS TAPES CREDIT	1 1935	-28.68
COMMLW	COMMERCE CREDIT CARD SERVICES	511703092LW	2/15/12	3/15/12	DV RECORDER	1 1885	99.99
Vendor Total							365.42
COMMPK	COMMERCE CREDIT CARD SERVICES	1202012PK	1/20/12	3/15/12	POSTAGE	3 885	44.44
COMMPK	COMMERCE CREDIT CARD SERVICES	2062012PK	2/06/12	3/15/12	POSTAGE	3 885	18.47
COMMPK	COMMERCE CREDIT CARD SERVICES	02012012PK	2/01/12	3/15/12	PAPER	3 885	8.99
Vendor Total							71.90
COMMSE	COMMERCE CREDIT CARD SERVICES	2062012SE	2/06/12	3/15/12	POSTAGE	2 1935	1.33
COMMSE	COMMERCE CREDIT CARD SERVICES	02152012SE	2/15/12	3/15/12	POSTAGE-REMINDER	2 1885	90.00
Vendor Total							91.33
COMMWA	COMMERCE CREDIT CARD SERVICES	1202012WA	1/20/12	3/15/12	POSTAGE	2 885	2.20
COMMWA	COMMERCE CREDIT CARD SERVICES	2062012WA	2/06/12	3/15/12	POSTAGE	2 935	1.79
COMMWA	COMMERCE CREDIT CARD SERVICES	01262012WA	1/27/12	3/15/12	COPY PAPER	2 935	71.98
COMMWA	COMMERCE CREDIT CARD SERVICES	02022012WA	2/06/12	3/15/12	VHS VIDEO CASSETTE	2 935	17.98
COMMWA	COMMERCE CREDIT CARD SERVICES	02092012WA	2/09/12	3/15/12	DAYPLANNER	2 935	32.98
COMMWA	COMMERCE CREDIT CARD SERVICES	02092012WA	2/09/12	3/15/12	COUPON- CREDIT	2 935	-10.00
COMMWA	COMMERCE CREDIT CARD SERVICES	02102012WA	2/10/12	3/15/12	CHAIRMATS	2 935	104.97
COMMWA	COMMERCE CREDIT CARD SERVICES	02102012WA	2/10/12	3/15/12	COUPON-	2 935	-25.00
COMMWA	COMMERCE CREDIT CARD SERVICES	02152012WA	2/15/12	3/15/12	POSTAGE-REMINDER	2 885	90.00
Vendor Total							286.90
CON165	CONCO QUARRIES, INC.	357701WA	2/14/12	3/15/12	GRAVEL	2 935	62.63

CITY OF WILLARD
Unpaid Invoice Listing
March 07, 2012

Payee #	Payee Name	Invoice Num	Invoice Date	Due Date	Description	G/L Number	Total Due
CPI200	COPY PRODUCTS, INC	74296GN	2/21/12	3/15/12	TOSHIBA	1 885	230.14
CPI200	COPY PRODUCTS, INC	74296LW	2/21/12	3/15/12	TOSHIBA	1 1885	49.67
CPI200	COPY PRODUCTS, INC	74296PK	2/21/12	3/15/12	TOSHIBA	3 885	12.49
Vendor Total							292.30
EMP210	EMPIRE ELECTRIC	3022012GN	3/05/12	3/15/12	UTILITIES	1 955	314.09
EMP210	EMPIRE ELECTRIC	3022012LW	3/05/12	3/15/12	UTILITIES	1 1955	219.96
EMP210	EMPIRE ELECTRIC	3022012PK	3/05/12	3/15/12	UTILITIES	3 955	2581.99
EMP210	EMPIRE ELECTRIC	3022012SE	3/05/12	3/15/12	UTILITIES	2 1955	4450.81
EMP210	EMPIRE ELECTRIC	3022012ST	3/05/12	3/15/12	UTILITIES	1 2935	52.50
EMP210	EMPIRE ELECTRIC	3022012ST	3/05/12	3/15/12	UTILITIES	1 2930	4688.20
EMP210	EMPIRE ELECTRIC	3022012WA	3/05/12	3/15/12	UTILITIES	2 955	5656.55
Vendor Total							17964.10
EZA150	EZ AUTO	293707LW	2/08/12	3/15/12	ALIGNMENT	2 965	60.00
EZA150	EZ AUTO	515768LW	2/28/12	3/15/12	ALIGNMENT	1 1965	240.00
Vendor Total							300.00
FOU325	FOURAKER PRINTING CO.	9891SE	2/22/12	3/15/12	BILLING ENV	2 1885	122.50
FOU325	FOURAKER PRINTING CO.	9891WA	2/22/12	3/15/12	BILLING ENV	2 885	122.50
Vendor Total							245.00
FRO560	FROG'S DETAILED SPECIALITIES	02292012PK	2/29/12	3/15/12	ADVERTISING SIGN	3 800	220.00
GRA300	GRAINGER	68002397WA	3/05/12	3/15/12	TOOLS (ELECTRIC)	2 935	45.05
HAR160	HARRY COOPER SUPPLY COMPANY	3383412WA	2/27/12	3/15/12	SUMP-PUMP	2 935	153.67
INL105	INLAND PRINTING COMPANY	50918GN	2/22/12	3/15/12	CANON COPIER	1 885	28.23
JWW150	JW WILLOUGHBY	2032012LW	2/03/12	3/15/12	SEPTIC SERVICE	1 1900	135.00
KIM100	KIMBALL MIDWEST	2323901WA	2/29/12	3/15/12	MISC METER PARTS	2 935	295.05
LAK110	LAKELAND LABORATORIES	18357WA	2/27/12	3/15/12	WATER TEST	2 876	135.00
LEG250	Legalshield	2252012LW	2/27/12	3/15/12	LEGAL SERVICES	1 1876	53.85
LOW505	LOWES CREDIT SERVICES	02072012PK	2/07/12	3/15/12	PAINT & SUPPLIES	3 900	36.97
MAN160	MANN, WALTER, BISHOP & SHERMAN	15226LW	3/05/12	3/15/12	ATTORNEY SERVICES	1 1876	732.20
MAR150	MARMIC FIRE & SAFETY	59441LW	2/24/12	3/15/12	ANNUAL INSP	1 1876	99.80
MAR150	MARMIC FIRE & SAFETY	59442PK	2/24/12	3/15/12	ANNUAL INSP	3 876	146.70
MAR150	MARMIC FIRE & SAFETY	59443GN	2/24/12	3/15/12	ANNUAL INSP	1 876	80.85
Vendor Total							327.35
MED230	MEDIACOM	2232012GN	2/27/12	3/15/12	MEDIA SERVICE	1 959	10.00
MER275	MERCY HEALTH PLANS	1640653GN	2/21/12	3/15/12	HEALTH INS	1 860	1238.48
MER275	MERCY HEALTH PLANS	1640653LW	2/21/12	3/15/12	HEALTH INS	1 1860	5208.00
MER275	MERCY HEALTH PLANS	1640653PD	2/21/12	3/15/12	HEALTH INS	1 4860	317.56
MER275	MERCY HEALTH PLANS	1640653PK	2/21/12	3/15/12	HEALTH INS	3 860	2604.00
MER275	MERCY HEALTH PLANS	1640653SE	2/21/12	3/15/12	HEALTH INS	2 1860	2064.14
MER275	MERCY HEALTH PLANS	1640653WA	2/21/12	3/15/12	HEALTH INS	2 860	2064.14
MER275	MERCY HEALTH PLANS	1640653WA	2/21/12	3/15/12	HEALTH INS CREDIT	2 860	-317.56
Vendor Total							13178.76
MIS315	MISSOURI GAS ENERGY	2122012GN	2/24/12	3/15/12	UTILITIES	1 958	185.97
MIS315	MISSOURI GAS ENERGY	2122012LW	2/24/12	3/15/12	UTILITIES	1 1958	45.09
MIS315	MISSOURI GAS ENERGY	2122012PK	2/24/12	3/15/12	UTILITIES	3 958	595.69
MIS315	MISSOURI GAS ENERGY	2122012SE	2/24/12	3/15/12	UTILITIES	2 1959	98.79
MIS315	MISSOURI GAS ENERGY	2122012WA	2/24/12	3/15/12	UTILITIES	2 959	98.79
Vendor Total							1024.33
MIS350	MISSOURI LAGERS	2242012GN	2/24/12	3/15/12	RETIREMENT	1 910	350.00
MIS350	MISSOURI LAGERS	2242012LW	2/24/12	3/15/12	RETIREMENT	1 1910	2917.39
MIS350	MISSOURI LAGERS	2242012PD	2/24/12	3/15/12	RETIREMENT	1 4910	328.62
MIS350	MISSOURI LAGERS	2242012PK	2/24/12	3/15/12	RETIREMENT	3 910	1018.50
MIS350	MISSOURI LAGERS	2242012ST	2/24/12	3/15/12	RETIREMENT	1 2910	125.00
MIS350	MISSOURI LAGERS	2242012WA	2/24/12	3/15/12	RETIREMENT	2 910	1407.55
MIS350	MISSOURI LAGERS	02242012SE	2/24/12	3/15/12	RETIREMENT	2 1910	1407.56
Vendor Total							7554.62
MOC100	MISSOURI ONE CALL	2020431SE	3/01/12	3/15/12	LOCATES	2 1876	22.10
MOC100	MISSOURI ONE CALL	2020431WA	3/01/12	3/15/12	LOCATES	2 876	22.10
Vendor Total							44.20
MPI150	MELTON PROPANE, INC.	02272012LW	2/27/12	3/15/12	PROPANE	1 1959	431.76

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Payee #	Payee Name	Invoice Num	Invoice Date	Due Date	Description	G/L Number	Total Due
MUR460	MURFIN'S MARKET	2062012GN	2/06/12	3/15/12	BAND-AIDS	1 885	3.65
MUR460	MURFIN'S MARKET	2062012LW	2/06/12	3/15/12	BROWN BAGS	1 1935	3.57
					Vendor Total		7.22
OFF250	OFFICER CPA FIRM LLC	2300GN	3/02/12	3/15/12	FEBRUARY AUDIT	1 805	2345.31
OIS160	ONLINE INFORMATION SERVICES	396415SE	3/02/12	3/15/12	UTILITY REPORT	2 1876	68.85
OIS160	ONLINE INFORMATION SERVICES	396415WA	3/02/12	3/15/12	UTILITY REPORT	2 876	68.85
					Vendor Total		137.70
ORE145	O'REILLY'S AUTO PARTS	165422WA	2/03/12	3/15/12	PB BOOSTER	2 935	111.19
ORE145	O'REILLY'S AUTO PARTS	165467WA	2/03/12	3/15/12	REGULATOR -PARTS	2 935	14.93
ORE145	O'REILLY'S AUTO PARTS	165793SE	2/06/12	3/15/12	BRAKES-PARTS	2 1935	38.20
ORE145	O'REILLY'S AUTO PARTS	165814WA	2/06/12	3/15/12	CREDIT SHOP SUPPLY	2 935	-2.30
ORE145	O'REILLY'S AUTO PARTS	165965WA	2/07/12	3/15/12	SHRINK TUBE	2 935	3.99
ORE145	O'REILLY'S AUTO PARTS	166034WA	2/08/12	3/15/12	FUEL PUMP	2 935	259.75
ORE145	O'REILLY'S AUTO PARTS	166082SE	2/08/12	3/15/12	SILICONE TUBE	2 1935	20.98
ORE145	O'REILLY'S AUTO PARTS	166314WA	2/10/12	3/15/12	CREDIT	2 965	-12.02
ORE145	O'REILLY'S AUTO PARTS	166857SE	2/14/12	3/15/12	COLLANT HOSE &MISC	2 1935	33.59
ORE145	O'REILLY'S AUTO PARTS	167024LW	2/15/12	3/15/12	BRAKE PADS	1 1965	47.19
ORE145	O'REILLY'S AUTO PARTS	167082SE	2/16/12	3/15/12	COOLANT HOSE	2 1935	25.22
ORE145	O'REILLY'S AUTO PARTS	167233WA	2/17/12	3/15/12	16 OZ PROTECT	2 935	39.92
ORE145	O'REILLY'S AUTO PARTS	167276WA	2/17/12	3/15/12	FUEL FILTER	2 935	-22.18
ORE145	O'REILLY'S AUTO PARTS	167295WA	2/17/12	3/15/12	MINI LAMP BULBS	2 935	2.79
ORE145	O'REILLY'S AUTO PARTS	168225ST	2/23/12	3/15/12	HITCH PINS	1 2965	6.78
ORE145	O'REILLY'S AUTO PARTS	168730LW	2/27/12	3/15/12	ALTERNATOR- LAW	1 1965	244.71
					Vendor Total		812.74
OZA255	OZARKS COCA COLA	507661PK	2/07/12	3/15/12	CONCESSIONS	3 820	113.88
OZA255	OZARKS COCA COLA	508066PK	2/29/12	3/15/12	CONCESSIONS	3 820	176.26
OZA255	OZARKS COCA COLA	10507766PK	2/15/12	3/15/12	CONCESSIONS	3 820	512.52
					Vendor Total		802.66
OZA280	Ozark Greenways, Inc	02292012SE	2/08/12	3/15/12	RENT MARCH	2 1876	250.00
OZA280	Ozark Greenways, Inc	02292012WA	2/08/12	3/15/12	RENT- MARCH	2 876	250.00
					Vendor Total		500.00
PAS100	PLAY IT AGAIN SPORTS	11885-87PK	2/15/12	3/15/12	NET & JERSEY	3 936	74.00
POC240	POCKET PRESS, INC.	61216LW	2/13/12	3/15/12	BOOKS	1 1885	107.88
RAC450	RACE BROS. FARM SUPPLY, INC.	640405WA	2/04/12	3/15/12	CARB KIT	2 935	25.95
RAC450	RACE BROS. FARM SUPPLY, INC.	640588PK	2/29/12	3/15/12	FERTILIZER	3 871	50.97
					Vendor Total		76.92
RGG200	REYNOLDS, GOLD & GROSSER PC	156124GN	2/29/12	3/15/12	ATTORNEY SERVICES	1 875	1108.56
RGG200	REYNOLDS, GOLD & GROSSER PC	156124LW	2/29/12	3/15/12	ATTORNEY SERVICES	1 1876	1254.40
RGG200	REYNOLDS, GOLD & GROSSER PC	156124PK	2/29/12	3/15/12	ATTORNEY SERVICE	3 876	609.00
					Vendor Total		2971.96
SAS150	SASCO PAVEMENT COATING, INC.	11174WA	2/01/12	3/15/12	50 COLD PATCH	2 935	150.00
SFM100	SPRINGFIELD FAMILY MEDICAL	120221SE	2/27/12	3/15/12	OFFICE VISIT	1 1876	105.36
SFM100	SPRINGFIELD FAMILY MEDICAL	120221WA	2/27/12	3/15/12	OFFICE VISIT	2 876	105.37
					Vendor Total		210.73
SNL200	SPRINGFIELD NEWS LEADER	3657555GN	2/29/12	3/15/12	LEGAL NOTICE	1 800	76.32
SPI150	SULLIVAN PUBLICATIONS INC.	2212012GN	2/24/12	3/15/12	STATUTORY UPDATE	1 885	1069.50
SPR275	SPRINGFIELD WINWATER WORKS CO	109754WA	2/22/12	3/15/12	WATERMETER LOCKS	2 935	225.00
SPR275	SPRINGFIELD WINWATER WORKS CO	285556WA	2/27/12	3/15/12	SADDLE-MISC	2 935	278.36
					Vendor Total		503.36
SPS150	SCHENDEL PEST SERVICES	2132012GN	2/15/12	3/15/12	PEST CONTROL	1 876	30.00
SPS150	SCHENDEL PEST SERVICES	2132012PK	2/15/12	3/15/12	PEST CONTROL	3 876	30.00
SPS150	SCHENDEL PEST SERVICES	2132012PK	2/15/12	3/15/12	PEST CONTROL	3 876	30.00
SPS150	SCHENDEL PEST SERVICES	2132012SE	2/15/12	3/15/12	PEST CONTROL	2 1876	30.00
SPS150	SCHENDEL PEST SERVICES	2132012WA	2/15/12	3/15/12	PEST CONTROL	2 876	30.00
SPS150	SCHENDEL PEST SERVICES	2132012LW	2/15/12	3/15/12	PEST CONTROL	1 1876	30.00
					Vendor Total		180.00
SSE100	SPRINGFIELD STAMP & ENGRAVING	553768GN	2/29/12	3/15/12	STAMP & SUPPLY	1 935	46.45
SSE100	SPRINGFIELD STAMP & ENGRAVING	553768PK	2/29/12	3/15/12	NAME TAGS	3 935	24.00
SSE100	SPRINGFIELD STAMP & ENGRAVING	553768WA	2/29/12	3/15/12	NAME TAG	2 935	8.00
					Vendor Total		78.45
STI150	SAWYER TIRE INC.	10701PK	1/30/12	3/15/12	TIRE REPAIR	3 965	10.50
STI150	SAWYER TIRE INC.	11170LW	2/23/12	3/15/12	OIL CHANGE	1 1900	35.95

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Payee #	Payee Name	Invoice Num	Invoice Date	Due Date	Description	G/L Number	Total Due
STI150	SAWYER TIRE INC.	11199LW	2/24/12	3/15/12	OIL CHANGE	1 1965	35.95
					Vendor Total		82.40
UNI110	UNIFIRST CORP	2142012LW	2/22/12	3/15/12	MATS	1 1935	65.00
UNI110	UNIFIRST CORP	2142012PK	2/22/12	3/15/12	MATS	3 935	146.00
UNI110	UNIFIRST CORP	2142012SE	2/22/12	3/15/12	UNIFORMS & MATS	2 1935	212.75
UNI110	UNIFIRST CORP	2142012WA	2/22/12	3/15/12	UNIFORMS & MATS	2 935	212.75
UNI110	UNIFIRST CORP	02142012GN	2/22/12	3/15/12	MATS	1 935	77.60
					Vendor Total		714.10
USA405	US BANK	12224GN	2/24/12	3/15/12	TOSHIBA RENTAL	1 885	174.83
USA405	US BANK	12224LW	2/24/12	3/15/12	TOSHIBA RENTAL	1 1885	174.82
USA405	US BANK	12224PK	2/24/12	3/15/12	TOSHIBA RENTAL	3 885	174.83
					Vendor Total		524.48
UTI115	UTILITY SERVICE CO, INC	285229-332WA	3/05/12	3/15/12	TOWER -QUARTERLY	2 876	4649.96
VER100	VERIZON WIRELESS	31954GN	3/06/12	3/15/12	PHONE SERVICE	1 940	36.55
VER100	VERIZON WIRELESS	31954LW	3/06/12	3/15/12	PHONE SERVICE	1 1940	434.45
VER100	VERIZON WIRELESS	31954PD	3/06/12	3/15/12	PHONE SERVICE	1 4940	65.65
VER100	VERIZON WIRELESS	31954PK	3/06/12	3/15/12	PHONE SERVICE	3 940	52.36
VER100	VERIZON WIRELESS	31954WA	3/06/12	3/15/12	PHONE SERVICE	2 959	62.70
					Vendor Total		651.71
VSP130	VISION SERVICE PLAN - (IC)	2202012GN	2/27/12	3/15/12	VISION INS	1 860	44.10
VSP130	VISION SERVICE PLAN - (IC)	2202012LW	2/27/12	3/15/12	VISION INS	1 1860	68.11
VSP130	VISION SERVICE PLAN - (IC)	2202012PK	2/27/12	3/15/12	VISION INS	3 860	23.52
VSP130	VISION SERVICE PLAN - (IC)	2202012SE	2/27/12	3/15/12	VISION INS	2 1860	72.27
VSP130	VISION SERVICE PLAN - (IC)	2202012WA	2/27/12	3/15/12	VISION INS	2 860	72.28
VSP130	VISION SERVICE PLAN - (IC)	2202012WA	2/27/12	3/15/12	CREDIT-HAHNE	2 860	-38.71
					Vendor Total		241.57
WAL110	walmart Community/GEMB	1262012GN	1/26/12	3/15/12	OFFICE SUPPLY	1 935	22.50
WAL110	walmart Community/GEMB	01262012PK	1/20/12	3/15/12	CONCESSION	3 820	59.64
WAL110	walmart Community/GEMB	02092012GN	2/09/12	3/15/12	OFFICE SUPPLY	1 935	21.36
WAL110	walmart Community/GEMB	02092012LW	2/09/12	3/15/12	BWN BAGS & SWIFFER	1 1935	48.62
WAL110	walmart Community/GEMB	02092012PK	2/09/12	3/15/12	CONCESSION	3 820	53.24
WAL110	walmart Community/GEMB	02292012GN	2/29/12	3/15/12	FEES	1 935	1.51
					Vendor Total		206.87
WAT250	WATERWORK SPECIALITIES, INC.	12060WA	2/27/12	3/15/12	METER PIT-PARTS	2 935	345.08
WAT250	WATERWORK SPECIALITIES, INC.	212018WA	2/09/12	3/15/12	LOCKING DEVICE	2 935	184.00
					Vendor Total		529.08
WHE100	WHEELER METALS	34956ST	2/22/12	3/15/12	STAND FOR SALT SPR	1 2935	403.72
WHE100	WHEELER METALS	35433ST	2/29/12	3/15/12	ELECT SUPPLIES	1 2935	75.00
					Vendor Total		478.72
WIN100	WINDSTREAM COMMUNICATIONS	11663327LW	2/23/12	3/15/12	PHONE	1 1940	549.65
WIN100	WINDSTREAM COMMUNICATIONS	11663327PK	2/23/12	3/15/12	PHONE	3 940	522.37
WIN100	WINDSTREAM COMMUNICATIONS	11663327SE	2/23/12	3/15/12	PHONE	2 1959	65.02
WIN100	WINDSTREAM COMMUNICATIONS	11663327WA	2/23/12	3/15/12	PHONE	2 959	120.46
WIN100	WINDSTREAM COMMUNICATIONS	112663327GN	2/23/12	3/15/12	PHONE	1 940	912.32
					Vendor Total		2169.82
WPM100	POSTMASTER	3022012GN	3/02/12	3/15/12	PO BOX RENTAL	1 885	76.00
WRI110	WRIGHT EXPRESS	28712652LW	3/05/12	3/15/12	FUEL	1 1960	2398.13
WRI110	WRIGHT EXPRESS	28712652PD	3/05/12	3/15/12	FUEL	1 4960	35.01
WRI110	WRIGHT EXPRESS	28712652SE	3/05/12	3/15/12	FUEL	2 1960	536.18
WRI110	WRIGHT EXPRESS	28712652WA	3/05/12	3/15/12	FUEL	2 960	536.18
					Vendor Total		3505.50
					Final Total		125725.44
1	800	0	ADVERTISING (GCG)				76.32
1	805	0	AUDIT FEE (GCG)				2345.31
1	840	0	DUES AND SUBSCRIPTIONS (GCG)				95.00
1	860	0	GROUP INSURANCE (GCG)				1282.58
1	875	0	LEGAL (GCG)				1108.56
1	876	0	PROFESSIONAL (GCG)				632.84
1	885	0	OFFICE SUPPLIES (GCG)				2082.71
1	910	0	RETIREMENT PLAN (GCG)				350.00
1	935	0	SUPPLIES (GCG)				185.39
1	940	0	TELEPHONE (GCG)				1084.95
1	945	0	TRAVEL AND TRAINING (GCG)				96.37
1	955	0	UTILITIES-ELECTRIC (GCG)				314.09
1	958	0	UTILITIES-GAS				185.97
1	959	0	UTILITIES-OTHER (GCG)				52.56
1	1860	0	GROUP INSURANCE (LAW)				5276.11

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Payee #	Payee Name	Invoice Num	Invoice Date	Due Date	Description	G/L Number	Total Due
1	1876 0	PROFESSIONAL (LAW)			2275.61		
1	1885 0	OFFICE EXPENSE (LAW)			697.79		
1	1900 0	REPAIRS & MAINTENANCE (LAW)			224.94		
1	1910 0	RETIREMENT PLAN (LAW)			2917.39		
1	1935 0	SUPPLIES (LAW)			199.48		
1	1940 0	TELEPHONE (LAW)			984.10		
1	1955 0	UTILITIES-ELECTRIC (LAW)			219.96		
1	1958 0	UTILITIES-GAS (LAW)			45.09		
1	1959 0	UTILITIES-OTHER (LAW)			446.12		
1	1960 0	VEHICLE EXPENSES-GAS			2398.13		
1	1965 0	VEHICLE EXPENSE-OTHER			567.85		
1	2900 0	REPAIRS AND MAINTENANCE (STREETS)			309.74		
1	2910 0	RETIREMENT PLAN (STREETS)			125.00		
1	2930 0	STREET LIGHTS (STREETS)			4688.20		
1	2935 0	SUPPLIES (STREETS)			531.22		
1	2965 0	VEHICLE EXPENSE-OTHER			6.78		
1	4860 0	GROUP INSURANCE (P&D)			317.56		
1	4910 0	RETIREMENT (P&D)			328.62		
1	4940 0	TELEPHONE (P&D)			65.65		
1	4960 0	VEHICLE EXPENSE-GAS			35.01		
1	5885 0	OFFICE SUPPLIES (EM)			12.95		
1	5940 0	TELEPHONE (EM)			53.92		
	Total for Fund #: 1				32619.87		
2	860 0	GROUP INSURANCE (WATER)			1780.15		
2	876 0	PROFESSIONAL (WATER)			5261.28		
2	885 0	OFFICE SUPPLIES (WATER)			214.70		
2	910 0	RETIREMENT PLAN (WATER)			1407.55		
2	935 0	SUPPLIES (WATER)			2713.33		
2	955 0	UTILITIES-ELECTRIC (WATER)			5656.55		
2	959 0	UTILITIES-OTHER (WATER)			281.95		
2	960 0	VEHICLE EXPENSES-GAS			536.18		
2	965 0	VEHICLE EXPENSE-OTHER			47.98		
2	1860 0	GROUP INSURANCE (SEWER)			2136.41		
2	1876 0	PROFESSIONAL (SEWER)			370.95		
2	1885 0	OFFICE SUPPLIES (SEWER)			212.50		
2	1910 0	RETIREMENT PLAN (SEWER)			1407.56		
2	1930 0	SPRINGFIELD SEWER CHARGES (SEWER)			49766.08		
2	1935 0	SUPPLIES (SEWER)			332.07		
2	1955 0	UTILITIES-ELECTRIC (SEWER)			4450.81		
2	1959 0	UTILITIES-OTHER (SEWER)			210.61		
2	1960 0	VEHICLE EXPENSES-GAS			536.18		
	Total for Fund #: 2				77322.84		
3	800 0	ADVERTISING			220.00		
3	820 0	CONCESSIONS			915.54		
3	850 0	FIREWORKS			5500.00		
3	860 0	GROUP INSURANCE			2627.52		
3	871 0	LANDSCAPING			50.97		
3	876 0	PROFESSIONAL			815.70		
3	885 0	OFFICE SUPPLIES			259.22		
3	900 0	REPAIRS AND MAINTENANCE			36.97		
3	910 0	RETIREMENT PLAN			1018.50		
3	935 0	SUPPLIES-GENERAL (PARK)			170.00		
3	936 0	SUPPLIES-SPORTS			405.40		
3	940 0	TELEPHONE			574.73		
3	955 0	UTILITIES-ELECTRIC (PARK)			2581.99		
3	958 0	UTILITIES-GAS (PARK)			595.69		
3	965 0	VEHICLE EXPENSE-OTHER			10.50		
	Total for Fund #: 3				15782.73		

**CITY OF WILLARD
BOARD OF ALDERMEN**



**AGENDA ITEM #6b
FINANCE DEPARTMENT**

ACTION REQUIRED: APPROVAL REQUESTED

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

FROM 2/01/2012 TO 2/29/2012

ACCOUNT #	SERV	ADJ	ADJ DATE	PERIOD	NAME		COMMENT			
			SERVICE		TAX	PENALTY	MISC SERV	MISC TAX	MISC PEN	TOTAL
110018002	SC	MISC	2/01/12	1	DONALD/WANA IHRIG					
		PREVIOUS	.70		.00	.00	.00	.00	.00	.70
		ADJUSTMENT	.70-		.00	.00	.00	.00	.00	.70-
		CURRENT	.00		.00	.00	.00	.00	.00	.00
180223003	WA	PNLT	2/01/12	1	DEANN BROWN					
		PREVIOUS	18.60		.42	.00	.00	.00	.00	19.02
		ADJUSTMENT	.00		.00	50.00-	.00	.00	.00	50.00-
		CURRENT	18.60		.42	50.00-	.00	.00	.00	30.98-
300850101	WA	LEAK	2/01/12	1	SHIELA MIZE					
		PREVIOUS	55.56		1.25	.00	.00	.00	.00	56.81
		ADJUSTMENT	8.98-		.00	.00	.00	.00	.00	8.98-
		CURRENT	46.58		1.25	.00	.00	.00	.00	47.83
502620000	WA	MISC	2/01/12	1	SHAWN BAKER					
		PREVIOUS	.00		.00	.00	.00	.00	.00	.00
		ADJUSTMENT	12.77-		.00	.00	.00	.00	.00	12.77-
		CURRENT	12.77-		.00	.00	.00	.00	.00	12.77-
932127101	WA	LEAK	2/01/12	1	EDDIE BEACH					
		PREVIOUS	99.52		.75	.00	.00	.00	.00	100.27
		ADJUSTMENT	38.76-		.29-	.00	.00	.00	.00	39.05-
		CURRENT	60.76		.46	.00	.00	.00	.00	61.22
954057501	WA	LEAK	2/01/12	1	MARK MYERS					
		PREVIOUS	12.00		.09	.00	.00	.00	.00	12.09
		ADJUSTMENT	.00		.00	24.18-	.00	.00	.00	24.18-
		CURRENT	12.00		.09	24.18-	.00	.00	.00	12.09-
954084001	WA	MISC	2/01/12	1	BILL HARPER					
		PREVIOUS	25.18		.19	.00	.00	.00	.00	25.37
		ADJUSTMENT	13.18-		.10-	.00	.00	.00	.00	13.28-
		CURRENT	12.00		.09	.00	.00	.00	.00	12.09
954084001	WA	MISC	2/01/12	1	BILL HARPER					
		PREVIOUS	12.00		.09	.00	.00	.00	.00	12.09
		ADJUSTMENT	.00		.00	97.75-	.00	.00	.00	97.75-
		CURRENT	12.00		.09	97.75-	.00	.00	.00	85.66-
965090003	SE	MISC	2/01/12	1	JOAN WILLIAMS		Sewer avg adj due to single person in home			
		PREVIOUS	.00		.00	.00	.00	.00	.00	.00
		ADJUSTMENT	31.95-		.00	.00	.00	.00	.00	31.95-
		CURRENT	31.95-		.00	.00	.00	.00	.00	31.95-
965160001	WA	MISC	2/01/12	1	BILL HARPER					
		PREVIOUS	97.84-		.09	.00	.00	.00	.00	97.75-
		ADJUSTMENT	97.84		.09-	.00	.00	.00	.00	97.75
		CURRENT	.00		.00	.00	.00	.00	.00	.00
301330101	WA	MISC	2/02/12	1	BRAD BIGGERS		Returned ACH plus penalty			
		PREVIOUS	16.76		.38	.00	.00	.00	.00	17.14
		ADJUSTMENT	.00		.00	25.00	62.89	.00	.00	87.89
		CURRENT	16.76		.38	25.00	62.89	.00	.00	105.03
100240001	TR	MISC	2/06/12	1	PATRICIA ROBEY		Credit for 11/11 trash chg			
		PREVIOUS	13.50		.00	.00	.00	.00	.00	13.50
		ADJUSTMENT	54.00-		.00	.00	.00	.00	.00	54.00-
		CURRENT	40.50-		.00	.00	.00	.00	.00	40.50-
118050101	SC	MISC	2/09/12	1	ROBERT HOPKINS					
		PREVIOUS	.00		.00	.00	.00	.00	.00	.00
		ADJUSTMENT	.70-		.00	.00	.00	.00	.00	.70-
		CURRENT	.70-		.00	.00	.00	.00	.00	.70-
180221003	WA	MISC	2/09/12	1	DEBRA SEVERSON		Water calc corrected			
		PREVIOUS	143.20		3.22	.00	.00	.00	.00	146.42

FROM 2/01/2012 TO 2/29/2012

ACCOUNT #	SERV	ADJ	ADJ DATE PERIOD		NAME	COMMENT							
			SERVICE			TAX	PENALTY	MISC SERV	MISC TAX	MISC PEN	TOTAL		
					ADJUSTMENT	121.08-	2.73-	.00		.00	.00	.00	123.81-
					CURRENT	22.12	.49	.00		.00	.00	.00	22.61
200390102	SE	MISC	2/09/12	1	JEFF/RHONDA EVANS					Sewer calc correction			
					PREVIOUS	.00	.00	.00		.00	.00	.00	.00
					ADJUSTMENT	12.68-	.00	.00		.00	.00	.00	12.68-
					CURRENT	12.68-	.00	.00		.00	.00	.00	12.68-
118160301	WA	BAD	2/13/12	1	WILLARD POLICE DEPARTMENT								
					PREVIOUS	.00	.00	1.31		.00	.00	.00	1.31
					ADJUSTMENT	.00	.00	1.31-		.00	.00	.00	1.31-
					CURRENT	.00	.00	.00		.00	.00	.00	.00
180197001	SE	BAD	2/13/12	1	JENNIFER ERXLEBEN								
					PREVIOUS	.00	.00	3.28		.00	.00	.00	3.28
					ADJUSTMENT	.00	.00	3.28-		.00	.00	.00	3.28-
					CURRENT	.00	.00	.00		.00	.00	.00	.00
180197001	WA	BAD	2/13/12	1	JENNIFER ERXLEBEN								
					PREVIOUS	.00	.00	1.34		.00	.00	.00	1.34
					ADJUSTMENT	.00	.00	1.34-		.00	.00	.00	1.34-
					CURRENT	.00	.00	.00		.00	.00	.00	.00
301170001	SE	BAD	2/13/12	1	CITY OF WILLARD								
					PREVIOUS	.00	.00	2.55		.00	.00	.00	2.55
					ADJUSTMENT	.00	.00	2.55-		.00	.00	.00	2.55-
					CURRENT	.00	.00	.00		.00	.00	.00	.00
301170001	WA	BAD	2/13/12	1	CITY OF WILLARD								
					PREVIOUS	.00	.00	1.88		.00	.00	.00	1.88
					ADJUSTMENT	.00	.00	1.88-		.00	.00	.00	1.88-
					CURRENT	.00	.00	.00		.00	.00	.00	.00
804500002	SE	BAD	2/13/12	1	SHIRLEY PINION								
					PREVIOUS	.00	.00	25.54		.00	.00	.00	25.54
					ADJUSTMENT	.00	.00	25.54-		.00	.00	.00	25.54-
					CURRENT	.00	.00	.00		.00	.00	.00	.00
804500002	WA	BAD	2/13/12	1	SHIRLEY PINION								
					PREVIOUS	.00	.00	20.20		.00	.00	.00	20.20
					ADJUSTMENT	.00	.00	20.20-		.00	.00	.00	20.20-
					CURRENT	.00	.00	.00		.00	.00	.00	.00
921034001	SE	BAD	2/13/12	1	DON ELLIS								
					PREVIOUS	.00	.00	4.20		.00	.00	.00	4.20
					ADJUSTMENT	.00	.00	4.20-		.00	.00	.00	4.20-
					CURRENT	.00	.00	.00		.00	.00	.00	.00
921034001	WA	BAD	2/13/12	1	DON ELLIS								
					PREVIOUS	.00	.00	1.89		.00	.00	.00	1.89
					ADJUSTMENT	.00	.00	1.89-		.00	.00	.00	1.89-
					CURRENT	.00	.00	.00		.00	.00	.00	.00
965132501	WA	BAD	2/13/12	1	CHARLA HARRINGTON								
					PREVIOUS	.00	.00	11.37		.00	.00	.00	11.37
					ADJUSTMENT	.00	.00	11.37-		.00	.00	.00	11.37-
					CURRENT	.00	.00	.00		.00	.00	.00	.00
300970002	WA	BAD	2/16/12	1	HEATHER AVANT					Shut off penalty			
					PREVIOUS	26.76	.60	2.68		.00	.00	.00	30.04
					ADJUSTMENT	.00	.00	50.00		.00	.00	.00	50.00
					CURRENT	26.76	.60	52.68		.00	.00	.00	80.04
301260006	WA	PNLT	2/16/12	1	ALANNA MULDER					Pmt agmt penalty			
					PREVIOUS	50.00-	.00	.00		.00	.00	.00	50.00-
					ADJUSTMENT	.00	.00	50.00		.00	.00	.00	50.00
					CURRENT	50.00-	.00	50.00		.00	.00	.00	.00

FROM 2/01/2012 TO 2/29/2012

ACCOUNT #	SERV	ADJ	ADJ DATE	PERIOD	NAME	COMMENT	MISC SERV	MISC TAX	MISC PEN	TOTAL
			SERVICE		TAX					
404085003	SE	MISC	2/16/12	1	JOSEPH JONES					
		PREVIOUS	41.95		.00	12.29	.00	.00	.00	54.24
		ADJUSTMENT	11.15-		.00	.00	.00	.00	.00	11.15-
		CURRENT	30.80		.00	12.29	.00	.00	.00	43.09
404110004	WA	PNLT	2/16/12	1	LAURIE PENDERGRASS	Pmt agmt penalty				
		PREVIOUS	17.76		.40	3.46	.00	.00	.00	21.62
		ADJUSTMENT	.00		.00	50.00	.00	.00	.00	50.00
		CURRENT	17.76		.40	53.46	.00	.00	.00	71.62
804500002	SE	BAD	2/16/12	1	SHIRLEY PINION					
		PREVIOUS	.00		.00	25.54	.00	.00	.00	25.54
		ADJUSTMENT	51.07-		.00	.00	.00	.00	.00	51.07-
		CURRENT	51.07-		.00	25.54	.00	.00	.00	25.53-
804500002	TR	BAD	2/16/12	1	SHIRLEY PINION					
		PREVIOUS	.00		.00	.00	.00	.00	.00	.00
		ADJUSTMENT	13.50-		.00	.00	.00	.00	.00	13.50-
		CURRENT	13.50-		.00	.00	.00	.00	.00	13.50-
804500002	WA	MISC	2/16/12	1	SHIRLEY PINION	Removed billing after acct closed				
		PREVIOUS	.00		.00	10.20	.00	.00	10.00	20.20
		ADJUSTMENT	12.00-		.27-	.00	.00	.00	.00	12.27-
		CURRENT	12.00-		.27-	10.20	.00	.00	10.00	7.93
906242001	WA	PNLT	2/16/12	1	SUSAN MARCUM	Returned check				
		PREVIOUS	.00		.00	.00	.00	.00	.00	.00
		ADJUSTMENT	.00		.00	25.00	.00	.00	.00	25.00
		CURRENT	.00		.00	25.00	.00	.00	.00	25.00
300970002	WA	PNLT	2/21/12	1	HEATHER AVANT					
		PREVIOUS	.00		.00	.00	.00	.00	.00	.00
		ADJUSTMENT	.00		.00	50.00-	.00	.00	.00	50.00-
		CURRENT	.00		.00	50.00-	.00	.00	.00	50.00-
118200101	WA	MISC	2/23/12	1	VICKI NICHOLS					
		PREVIOUS	9.60-		.00	.00	.00	.00	.00	9.60-
		ADJUSTMENT	9.60		.00	.00	.00	.00	.00	9.60
		CURRENT	.00		.00	.00	.00	.00	.00	.00
118390001	WA	MISC	2/23/12	1	ROBERT JOHNSON	Billing after closing acct removed				
		PREVIOUS	.00		.00	.00	.00	.00	.00	.00
		ADJUSTMENT	.00		.00	56.40-	.00	.00	.00	56.40-
		CURRENT	.00		.00	56.40-	.00	.00	.00	56.40-
150009003	WA	MISC	2/23/12	1	GEOFF MEISS	Balance transferred to new acct = 180156004				
		PREVIOUS	17.40		.39	.00	.00	.00	.00	17.79
		ADJUSTMENT	.00		.00	63.07-	.00	.00	.00	63.07-
		CURRENT	17.40		.39	63.07-	.00	.00	.00	45.28-
180156004	WA	MISC	2/23/12	1	JEFF/TAMMY MEISS	Bal transferred from old acct - 150009003				
		PREVIOUS	12.20		.27	.00	.00	.00	.00	12.47
		ADJUSTMENT	.00		.00	.00	63.07	.00	.00	63.07
		CURRENT	12.20		.27	.00	63.07	.00	.00	75.54
180164105	WA	MISC	2/23/12	1	CHARLES C DORTCH (CHUCK)	Bal transferred from old acct 703710003				
		PREVIOUS	12.98		.84	.00	.00	.00	.00	13.82
		ADJUSTMENT	.00		.00	.00	48.10	.00	.00	48.10
		CURRENT	12.98		.84	.00	48.10	.00	.00	61.92
301330101	WA	MISC	2/23/12	1	BRAD BIGGERS	Bal transferred from old acct to 943046003				
		PREVIOUS	12.98		.29	.00	.00	.00	.00	13.27
		ADJUSTMENT	.00		.00	212.67-	.00	.00	.00	212.67-
		CURRENT	12.98		.29	212.67-	.00	.00	.00	199.40-
330031506	WA	MISC	2/23/12	1	ROBERT/MARIA GRAHAM	Correction to previous posting ksr				
		PREVIOUS	26.18		1.72	.00	.00	.00	.00	27.90

FROM 2/01/2012 TO 2/29/2012

ACCOUNT #	SERV	ADJ	ADJ DATE	PERIOD	NAME	COMMENT			
			SERVICE		TAX		MISC SERV	MISC TAX	MISC PEN
						PENALTY			TOTAL
					ADJUSTMENT	16.66-	.00	.00	16.66-
					CURRENT	9.52	1.72	.00	11.24
404040005	WA	MISC	2/23/12	1	JOANNA GEIMAN		Bal transferred to new acct 921056002		
					PREVIOUS	17.00	.39	.00	17.39
					ADJUSTMENT	.00	.00	.00	55.94-
					CURRENT	17.00	.39	.00	38.55-
410010501	WA	MISC	2/23/12	1	PATRICIA DIMATTEO		Bal transferred to new acct 410010502		
					PREVIOUS	18.21	.42	.00	18.63
					ADJUSTMENT	.00	.00	.00	48.24-
					CURRENT	18.21	.42	.00	29.61-
410010502	WA	MISC	2/23/12	1	KIM A. KOCHER		Bal transferred from old acct 410010501		
					PREVIOUS	13.00	.30	.00	13.30
					ADJUSTMENT	.00	.00	.00	48.24
					CURRENT	13.00	.30	.00	61.54
410036101	WA	MISC	2/23/12	1	ELISA HYMAN		\$.08 posting error corrected		
					PREVIOUS	42.20-	.34	.00	41.86-
					ADJUSTMENT	.08	.00	.00	.08
					CURRENT	42.12-	.34	.00	41.78-
603210603	WA	MISC	2/23/12	1	TONIA PLUMMER		Bal transferred to new acct 703750106		
					PREVIOUS	11.00	.27	.00	11.27
					ADJUSTMENT	.00	.00	.00	56.73-
					CURRENT	11.00	.27	.00	45.46-
703710003	WA	MISC	2/23/12	1	CHARLES C DORTCH (CHUCK)		Bal transferred to new acct 180164105		
					PREVIOUS	14.02	.32	.00	14.34
					ADJUSTMENT	.00	.00	.00	48.10-
					CURRENT	14.02	.32	.00	33.76-
703750106	WA	MISC	2/23/12	1	TONIA PLUMMER		Balance transferred from old acct 603210603		
					PREVIOUS	12.46	.81	.00	13.27
					ADJUSTMENT	.00	.00	.00	56.73
					CURRENT	12.46	.81	.00	70.00
906242001	WA	MISC	2/23/12	1	SUSAN MARCUM		Returned ck plus penalty		
					PREVIOUS	.00	.30	.00	.30
					ADJUSTMENT	.00	.00	.00	81.41
					CURRENT	.00	.30	.00	81.71
921056002	WA	MISC	2/23/12	1	JOANNA GEIMAN		Bal transferred from old acct 404040005		
					PREVIOUS	12.82	.10	.00	12.92
					ADJUSTMENT	.00	.00	.00	55.94
					CURRENT	12.82	.10	.00	68.86
921082001	WA	MISC	2/23/12	1	HOWARD MCSWAIN		Deposit applied to account		
					PREVIOUS	12.00	.60	.00	12.60
					ADJUSTMENT	35.00-	.00	.00	35.00-
					CURRENT	23.00-	.60	.00	22.40-
943046003	WA	MISC	2/23/12	1	BRAD BIGGERS		Bal transferred from old acct 301330101		
					PREVIOUS	14.72	.11	.00	14.83
					ADJUSTMENT	.00	.00	.00	212.67
					CURRENT	14.72	.11	.00	227.50
954084001	WA	MISC	2/23/12	1	BILL HARPER		Credit bal transferred to 96160001		
					PREVIOUS	23.96-	.00	.00	23.96-
					ADJUSTMENT	23.96	.00	.00	23.96
					CURRENT	.00	.00	.00	.00
965160001	WA	MISC	2/23/12	1	BILL HARPER		Cr balance transferred from 954084001		
					PREVIOUS	12.00	.09	.00	12.09
					ADJUSTMENT	.00	.00	.00	23.96-
					CURRENT	12.00	.09	.00	11.87-

FROM 2/01/2012 TO 2/29/2012

ACCOUNT #	SERV ADJ	ADJ DATE	PERIOD	NAME		COMMENT			
		SERVICE		TAX	PENALTY	MISC SERV	MISC TAX	MISC PEN	TOTAL
		302.70-		3.48-	635.60-	604.05	.00	.00	337.73-
*** ADJUSTMENT TOTALS ***									
PREVIOUS		478.86		15.04	127.73	.00	.00	10.00	631.63
ADJUSTMENT		302.70-		3.48-	635.60-	604.05	.00	.00	337.73-
CURRENT		176.16		11.56	507.87-	604.05	.00	10.00	293.90

BAD DEBT

FROM 2/01/2012 TO 2/29/2012

ACCOUNT #	ADJ CODE	DATE SERVICE	NAME TAX	PENALTY	COMMENT MISC SERV	MISC TAX	MISC PEN	TOTAL
350012007	BAD	2/14/12	** ACCOUNT NOT FOUND **		2/14/12 Acct balance paid in full ksr			
	PRIMACY FEE	.00	.00	.00	.00	.00	.00	.00
350012007	BAD	2/14/12	** ACCOUNT NOT FOUND **		2/14/12 Acct balance paid in full ksr			
	SEWER CONNECT	.00	.00	.00	.00	.00	.00	.00
350012007	BAD	2/14/12	** ACCOUNT NOT FOUND **		2/14/12 Acct balance paid in full ksr			
	SEWER	24.16	.00	.00	.00	.00	.00	24.16
350012007	BAD	2/14/12	** ACCOUNT NOT FOUND **		2/14/12 Acct balance paid in full ksr			
	WATER	.00	1.55	.00	.00	.00	.00	1.55
		24.16	1.55	.00	.00	.00	.00	25.71
** BAD DEBT TOTALS *		24.16	1.55	.00	.00	.00	.00	25.71

FROM 2/01/2012 TO 2/29/2012

ADJ DESC	SERVICE	TAX	PENALTY	MISC CHRG	MISC TAX	MISC PEN	TOTAL
ADJUSTMENTS							
BAD DEBT	64.57-	.00	23.56-	.00	.00	.00	88.13-
LEAK ADJUSTMENT	47.74-	.29-	24.18-	.00	.00	.00	72.21-
MISC ADJUSTMENT	190.39-	3.19-	612.86-	604.05	.00	.00	202.39-
PENALTY ADJUST	.00	.00	25.00	.00	.00	.00	25.00
	302.70-	3.48-	635.60-	604.05	.00	.00	337.73-
BAD DEBT							
BAD DEBT	24.16	1.55	.00	.00	.00	.00	25.71
	24.16	1.55	.00	.00	.00	.00	25.71
*** GRAND TOTALS ***	278.54-	1.93-	635.60-	604.05	.00	.00	312.02-

	ADJUSTMENTS	BAD DEBT	TOTAL
BAD DEBT	88.13-	25.71	62.42-
LEAK ADJUSTMENT	72.21-	.00	72.21-
MISC ADJUSTMENT	202.39-	.00	202.39-
PENALTY ADJUST	25.00	.00	25.00
	337.73-	25.71	312.02-

**CITY OF WILLARD
BOARD OF ALDERMEN
3-12-12**



ACTION REQUESTED: Approval from the Board of 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.

First Reading: 02-13/12

Second Reading: 03-12-12

Council Bill No.: 12-06

Ordinance No.: 120312

AN ORDINANCE

AUTHORIZING the Mayor on behalf of the City of Willard, to execute an agreement between the City of Willard and Land O' Frost, Inc. to accept Land O' Frost as the exclusive jersey sponsor for the Willard Parks and Recreation 2012 sports programs.

WHEREAS, the City of Willard, Missouri did advertise and seek a sponsor for the 2012 Willard Parks and Recreation sports programs, and

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

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

Section 1: That the Mayor, on behalf of the City of Willard, Missouri is hereby authorized to execute an agreement with Land O' Frost, Inc. to accept Land O' Frost as the exclusive jersey sponsor for the Willard Parks and Recreation 2012 sports programs, said agreement to be substantially in form and content as that document attached hereto and incorporated herein by reference as Exhibit 1.

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

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

APPROVED BY:

MAYOR

ATTEST: _____, City Clerk

Approved as to form: _____, City Attorney

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

CYNDI COSBY-TRAPP

TIM MAGEE

BRYAN VINCENT

ED SIMMONS

DAVID HEMPHILL

DAVID ROGGENSEES

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2012, between the City of Willard (hereinafter referred to as "City") and Land O' Frost, Inc. (hereinafter referred to as "Sponsor").

WHEREAS, City and Sponsor desire to enter into an annual sponsorship agreement related to the 2012 Willard Parks and Recreation sports programs and described in more detail in the attached Exhibit A ; and

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

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

1. The City, barring limitations related to budgetary constraints, agrees to the sponsorship elements identified in Exhibit A as "General Sponsorship Elements" and "City Responsibilities."
2. The Sponsor, agrees to the sponsorship elements identified in Exhibit A as "General Sponsorship Elements" and "Sponsor Responsibilities."
3. The Sponsor agrees to make payment to the City, within thirty (30) days of receipt of an invoice from the City, an amount equal to nine thousand five hundred dollars (\$9,500.00).
4. Liability. City and Sponsor both acknowledge and agree that City's performance or nonperformance of the tasks set out in this Agreement shall not result in any liability to the City, its officer, agents and employees, and that no waiver of City's official immunity, governmental tort immunity, public duty immunity, or other legal immunities or protections is intended, expressed or implied by anything in this Agreement, or with respect to the performance or nonperformance, breach or default by any party of any of the terms and conditions contained herein. This Agreement is not intended to create any rights, privileges or interests in favor of any third person or party.
5. Termination. The term of this agreement shall be for a period ending December 31, 2012. This Agreement may be terminated without cause by either party upon the provision of thirty days written notice to the other. The Agreement may be terminated for cause by either party upon the provision of 10 days written notice to the other party.
6. Conflicts. No salaried officer or employee of the City, and no member of the Board of Aldermen of the City of Willard, shall have a financial interest, direct or indirect, in this

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

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

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

Land O' Frost, Inc.

City of Willard, Missouri

By: _____
Authorized Representative

Mayor

Attest: _____

City Clerk

Approved as to form: _____, City Attorney

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

General Sponsorship Elements:

- This sponsorship will focus on approximately 82 teams in the Winter/Spring/Fall 2012 season. Land O' Frost, Inc. will sponsor teams for children under the age of 10. It is recognized and agreed to by all parties that the City has little to no control over the number of participants in its sports programs, and that City will not be held liable for its inability to reach the mutually desired number of teams.
- Land O' Frost, Inc. is to be the exclusive jersey sponsor; no other corporate logos will be placed on jerseys.

Sponsor Responsibilities:

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

City Responsibilities:

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

- City will provide and display one banner, approximately 4' x 8' in dimension, at activities being sponsored by Land O' Frost, Inc.
- City will include the Land O' Frost, Inc. Logo on all game schedules for teams, sponsored registration materials and newsletters if possible.
- City will add the Land O' Frost logo/youth sports link to the City's league web site; said link to be: <http://www.landofrost.com/youthsports>
- City will distribute a minimum of two (2) annual Email Blasts to all parents, if provided by Land O' Frost, Inc., letting them know of the Land O' Frost, Inc. Youth Sports Link for special offers.
- City will secure approximately 82 team pictures by December 31, 2012, to serve as "Proof of Purchase" or validation of compliance of the City's Responsibilities (The Land O' Frost logo shall be clearly identified on the shirts in the team pictures.) The pictures can be informal, taken with a digital camera or regular film by a representative of the Willard Parks and Recreation department.

**CITY OF WILLARD
BOARD OF ALDERMEN**



ACTION REQUESTED: Approval from the Board of 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 a one (1) year period as specified in Section 3.3 of said Lease Agreement for the Willard Sports Complex, otherwise known as the Recreation Center.

First Reading: 02-13-12

Second Reading: 03-12-12

Council Bill No.: 12-07

Ordinance No.: 120312A

AN ORDINANCE

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

WHEREAS, the Board of Aldermen, after review of the lease agreement between Commerce Bank and the City of Willard, originally dated the 1st of April, 2001, provided for the renewal of said lease agreement for an additional one (1) year period, pursuant to the terms as specified in Section 3.3 of said Agreement; and

WHEREAS, the City is to irrevocably budget, appropriate and set aside City funds in an amount sufficient to pay the anticipated Rental Payments and Additional Rentals to become due during the forthcoming Renewal Term as specified in the notice delivered by the Trustee pursuant to Section 5.1 of the said Lease Agreement.

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

Section 1: The Board of Aldermen hereby ratifies and approves the renewal of the Lease Agreement between Commerce Bank and the City of Willard originally dated the 1st day of April 2001.

Section 2: The Board acknowledges that the renewal period will be for a one (1) year period as provided in Section 3.3 of the lease agreement, effective through the 1st of April, 2013.

Section 3: The Board of Aldermen ratifies and approves the budgeting and setting aside of appropriate funds to sufficiently pay the anticipated Rental Payments and Additional Rentals, which shall become due during the Renewal Term.

Section 4: 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 12th OF March, 2012.

BILL NO. _____

ORDINANCE NO. _____

APPROVED BY: _____
Mayor Tom Keltner

ATTEST: _____, City Clerk

Approved as to form: _____, City Attorney

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO
_____ CYNDI COSBY-TRAPP	_____	_____
_____ TIM MAGEE	_____	_____
_____ BRYAN VINCENT	_____	_____
_____ ED SIMMONS	_____	_____
_____ DAVID HEMPHILL	_____	_____
_____ DAVID ROGGENSEES	_____	_____

**CITY OF WILLARD
BOARD OF ALDERMEN
3-12-12**



ACTION REQUESTED: Approval from the Board of 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".

First Reading:02-13-12

Second Reading:03-12-12

Council Bill No.12-08

Ordinance No.:120312B

AN ORDINANCE

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".

WHEREAS, in accordance with Chapter 79, Section 79.010, RSMo, the City has the authority to purchase, hold, lease, sell or otherwise dispose of any property, real or personal, and

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

WHEREAS, the City and the District have jointly cooperated in providing the community with a School Resource Officer (SRO) as a Commissioned Law Enforcement Officer within the State of Missouri, and

WHEREAS, the City has previously provided the District a vehicle as a part of the initial grant program that established the SRO, and

WHEREAS, the requirements of the grant program have been fully satisfied and it is now to the mutual benefit of both the City and the District that the District take full and complete control of the vehicle in question, and

WHEREAS, the vehicle in question is of minimal value to the City and the District has agreed to purchase it for ten dollars (\$10.00) and other good and valuable consideration.

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

Section 1. The Board of Aldermen authorizes the disposal of a 2004 Dodge Intrepid, VIN 2B3HD46V74H70Z210, by selling said vehicle to the Willard R-II School District for ten dollars (\$10.00) and other good and valuable consideration.

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

READ TWO TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE 12th DAY OF March, 2012.

APPROVED BY:

MAYOR

ATTEST: _____, City Clerk

Approved as to form: _____, City Attorney

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO
<u>CYNDI COSBY-TRAPP</u>	<u> </u>	<u> </u>
<u>TIM MAGEE</u>	<u> </u>	<u> </u>
<u>BRYAN VINCENT</u>	<u> </u>	<u> </u>
<u>ED SIMMONS</u>	<u> </u>	<u> </u>
<u>DAVID HEMPHILL</u>	<u> </u>	<u> </u>
<u>DAVID ROGGENSEES</u>	<u> </u>	<u> </u>

**CITY OF WILLARD
BOARD OF ALDERMEN
3-12-12**



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 HDR Engineering, Inc. to provide technical and professional services, and declaring an emergency.

First Reading: 03-12-12

Second Reading: 03-12-12

Council Bill No.12-09

Ordinance No.: 120312C

AN ORDINANCE

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.

WHEREAS, the City of Willard, Missouri did advertise and seek qualification statements from qualified professional engineering firms for the purpose of providing technical and professional services to evaluate options to prevent future sanitary sewer overflows at Lift Station "D" and the Regional Lift Station, and

WHEREAS, the City of Willard has selected HDR Engineering, Inc. to provide said services as itemized in detail in Exhibit A of Exhibit 1 as attached hereto, and

WHEREAS, because the Board of Aldermen recognizes that the results of this project will have a direct impact on the health and welfare of the community, and that it is vital that work begin as quickly as possible, the Board of Aldermen hereby declares this an emergency.

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 HDR Engineering, Inc. to provide the services described in Exhibit A of 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 12th DAY OF March, 2012.

APPROVED BY:

MAYOR

ATTEST: _____, City Clerk

Approved as to form: _____, City Attorney

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO
<u>CYNDI COSBY-TRAPP</u>	<u> </u>	<u> </u>
<u>TIM MAGEE</u>	<u> </u>	<u> </u>
<u>BRYAN VINCENT</u>	<u> </u>	<u> </u>
<u>ED SIMMONS</u>	<u> </u>	<u> </u>
<u>DAVID HEMPHILL</u>	<u> </u>	<u> </u>
<u>DAVID ROGGENSEES</u>	<u> </u>	<u> </u>

CITY		ENGINEER	
CITY OF WILLARD 227 W. JACKSON, P.O. BOX 187 WILLARD, MO 65781		Name: HDR Engineering, Inc.	
		Address: 2139 E Primrose, Ste E Springfield, MO 65804	
Attention:		Attention: Michael Pessina	
Department:		Phone: 417-865-4083	Fax: 417-865-4085
Phone:	Fax:	Tax ID Number: 47-0680568	

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, 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 a project known as Lift Station SSO Study, and more particularly described in **Exhibit A**;

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 A**.
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 A**, 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 Manager 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, 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 services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as **Exhibit A**.

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 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 terms 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 A**.

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 Eleven thousand four hundred and 00/100 Dollars (\$11,400.00).

8. **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 A 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 reasonably 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 the industry standards and 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 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, material 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/sovmunity.htm](http://www.insurance.mo.gov/industry/sovmunity.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. Any re-use of documents by City for other projects or extensions of the project shall be at City's sole risk and liability.

22. **Notices.** All notices required or permitted hereinunder 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.

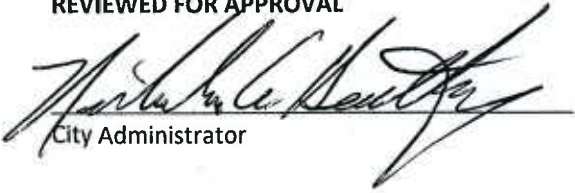
23. **Jurisdiction.** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

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


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

APPROVED AS TO FORM

Ken Reynolds, City Attorney

Engineer:

HDR Engineering, Inc.

By: 

Printed Name: Stan Christopher, PE

Title: Sr Vice President

Date: 2/17/2012

CITY OF WILLARD, MISSOURI

By: _____

Tom Keltner, Mayor

Date: _____

EXHIBIT A
SCOPE OF SERVICES

Project Description

The City of Willard presently pumps wastewater via a force main to the City of Springfield for treatment. The two pump stations employed include Pump Station D and the Regional Pump Station. Both pump into a 10-inch force main that is approximately 33,000 feet long. The capacities of the pump stations and adjoining peak flow basins have been exceeded several times over the years during wet weather events resulting in sanitary sewer overflows. The City desires to evaluate its options to prevent future overflows.

Options include:

- Upgrade the existing Lift Stations to increase capacity. Upgrades may include new pumps, new impellers, larger motors, or replacement of the lift stations.
- Construction of a booster pump station along the existing force main.
- Construction of an equalization basin. A basin may be earthen or concrete construction. Sizing to be based upon magnitude of peak flows.
- Implementation of an Inflow and Infiltration (I/I) reduction program to reduce flow. The first step of an I/I program would be to evaluate the magnitude of peak flow and identify the sources of peak flows. This information would be used to develop a plan to reduce flows as cost effectively as possible.

Additionally, the condition of the existing DIP force main is unknown. Its current alignment has multiple high points requiring air release valves that must be maintained regularly. Force main repairs or improvements may be required.

Engineer will provide Study and Report phase services to address the lift station issues discussed above. Future phases shall be negotiated separately.

SCOPE OF SERVICES

Upon authorization to proceed, Engineer shall provide the following basic services:

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with City to define and clarify City's requirements for the Project and available data.
2. Review available data and documents related to the Project and its history.

3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project that may be designed or specified by Engineer.
4. Identify and evaluate solutions available to City. Solutions to be considered include:
 - a. Upgrade the existing Lift Stations.
 - b. Construction of a booster pump station.
 - c. Construction of a flow equalization basin.
 - d. Implementation of an I/I reduction program.
5. Prepare a report (the "Report") which will, as appropriate, contain conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those solutions available to City. For each available solution Engineer will provide planning level opinions of cost.
6. Furnish two review copies of the Report and any other deliverables to City within sixty (60) days of notice to proceed. City shall submit to Engineer any comments regarding the Report and any other deliverables.
7. Revise the Report and any other deliverables in response to City's comments, as appropriate, and furnish five copies of the revised Report and any other deliverables to the City.

A1.02 *Design Phase – To be Negotiated*

A1.03 *Bidding Phase – To be Negotiated*

A1.04 *Construction Phase – To be Negotiated*

A1.05 *Post-Construction Phase – To be Negotiated*

If authorized in writing by City, Engineer shall furnish or obtain from others Additional Services of the types listed below.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring City's Written Authorization*

- A. Preliminary, Final Design, Bidding, and Construction Phase Services.
- B. Preparation of reports, Facility Plans, applications and supporting documents for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others;

and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

- C. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, City's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
- D. Services resulting from City's request to evaluate additional alternatives solutions beyond those identified in Basic Services.
- E. Services required as a result of City's providing incomplete or incorrect Project information to Engineer.
- F. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting City in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by City.
- G. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

**CITY OF WILLARD
BOARD OF ALDERMEN
3-12-12**



ACTION REQUESTED: Approval from the Board of 1st Reading

ADOPTING amendments to the City of Willard Employee Policy Manual

First Reading: 03-12-12

Second Reading:

Council Bill No.:

Ordinance No.:

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.

**CITY OF WILLARD
BOARD OF ALDERMEN
3-12-12**



ACTION REQUESTED: Approval from the Board of 1st Reading

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

First Reading: _____ Second Reading: _____

Council Bill No.: _____ Ordinance No.: _____

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 ____ 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

TIM MAGEE

BRYAN VINCENT

ED SIMMONS

DAVID HEMPHILL

DAVID ROGGENSEES

**CITY OF WILLARD
BOARD OF ALDERMEN
3-12-12**



ACTION REQUESTED: Approval from the Board of 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 Reading: _____ Second Reading: _____

Council Bill No.: _____ Ordinance No.: _____

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 ____ DAY OF _____, 2012.

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

CYNDI COSBY-TRAPP

TIM MAGEE

Section 2:

BRYAN VINCENT

ED SIMMONS

DAVID HEMPHILL

DAVID ROGGENSEES

**CITY OF WILLARD
BOARD OF ALDERMEN
3-12-12**



ACTION REQUESTED: Approval from the Board of 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 Reading: _____ Second Reading: _____

Council Bill No.: _____ Ordinance No.: _____

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 ____ DAY OF _____, 2012.

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

CYNDI COSBY-TRAPP

TIM MAGEE

BRYAN VINCENT

ED SIMMONS

DAVID HEMPHILL

DAVID ROGGENSEES

**CITY OF WILLARD
BOARD OF ALDERMEN
3-12-12**



ACTION REQUESTED: Approval from the Board of 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 Reading: _____ Second Reading: _____

Council Bill No.: _____ Ordinance No.: _____

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 ____ DAY OF _____, 2012.

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

CYNDI COSBY-TRAPP

TIM MAGEE

BRYAN VINCENT

ED SIMMONS

DAVID HEMPHILL

DAVID ROGGENSEES

**CITY OF WILLARD
BOARD OF ALDERMEN
3-12-12**



ACTION REQUESTED: Approval from the Board of 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 Reading: _____ Second Reading: _____

Council Bill No.: _____ Ordinance No.: _____

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 ____ DAY OF _____, 2012.

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

CYNDI COSBY-TRAPP

TIM MAGEE

BRYAN VINCENT

ED SIMMONS

DAVID HEMPHILL

DAVID ROGGENSEES

**CITY OF WILLARD
BOARD OF ALDERMEN
3-12-12**



ACTION REQUESTED: Approval from the Board of 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 Reading: _____ Second Reading: _____

Council Bill No.: _____ Ordinance No.: _____

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 ____ DAY OF _____, 2012.

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

CYNDI COSBY-TRAPP

TIM MAGEE

BRYAN VINCENT

ED SIMMONS

DAVID HEMPHILL

DAVID ROGGENSEES

**CITY OF WILLARD
BOARD OF ALDERMEN
3-12-12**



ACTION REQUESTED: Approval from the Board of 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 Reading: _____ Second Reading: _____

Council Bill No.: _____ Ordinance No.: _____

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 ____ DAY OF _____, 2012.

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

CYNDI COSBY-TRAPP

TIM MAGEE

BRYAN VINCENT

ED SIMMONS

DAVID HEMPHILL

DAVID ROGGENSEES

**CITY OF WILLARD
BOARD OF ALDERMEN
3-12-12**



ACTION REQUESTED: Approval from the Board of 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 Reading: _____ Second Reading: _____

Council Bill No.: _____ Ordinance No.: _____

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 ____ DAY OF _____, 2012.

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

CYNDI COSBY-TRAPP

TIM MAGEE

BRYAN VINCENT

ED SIMMONS

DAVID HEMPHILL

DAVID ROGGENSEES

**CITY OF WILLARD
BOARD OF ALDERMEN
3-12-12**



ACTION REQUESTED: Approval from the Board of 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 Reading: _____ Second Reading: _____

Council Bill No.: _____ Ordinance No.: _____

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 of 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 ____ DAY OF _____, 2012.

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

CYNDI COSBY-TRAPP

TIM MAGEE

BRYAN VINCENT

ED SIMMONS

DAVID HEMPHILL

DAVID ROGGENSEES

**CITY OF WILLARD
BOARD OF ALDERMEN
3-12-12**



ACTION REQUESTED: Approval from the Board of 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 Reading: _____ Second Reading: _____

Council Bill No.: _____ Ordinance No.: _____

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 ____ DAY OF _____, 2012.

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

CYNDI COSBY-TRAPP

TIM MAGEE

BRYAN VINCENT

ED SIMMONS

DAVID HEMPHILL

DAVID ROGGENSEES