

# **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**

**October 12, 2021**

**7:00 p.m.**

**Willard City Hall**

**224 W. Jackson**

#### **Mayor**

**Samuel Snider**

#### **Board Members**

**Donna Stewart**

**Sam Baird**

**Ryan Simmons**

**Larry Whitman-Mayor Pro-Tem**

**Landon Hall**

**Tyler Kelly**

[www.cityofwillard.org](http://www.cityofwillard.org)

**CITY OF WILLARD  
BOARD OF ALDERMEN  
REGULAR MEETING  
October 12, 2021  
7:00 P.M.**

Posted October 7, 2021.

Notice is hereby given that the City of Willard, Missouri, Board of Aldermen will conduct a meeting at **7:00 p.m.** October 12, 2021 at the Willard City Hall, 224 W. Jackson.

The tentative agenda of this meeting includes:  
PLEDGE OF ALLEGIANCE

Call the meeting to order

- 1. Roll Call.**
- 2. Agenda Amendments/Approval of Agenda.**

**3. Consent Agenda:**

"A Consent Agenda allows the Board of Aldermen to consider and approve routine items of business without discussion. Any member of the Board of Aldermen, the City Staff or the Public may request removal of any item from the Consent Agenda and request that it be considered under the Regular Agenda if discussion or debate of the item is desired. Items not removed from the Consent Agenda will stand approved upon motion by any Board member, second and unanimous vote to "approve the Consent Agenda as published or modified."

- a. Minutes from regular meeting September 27, 2021 and Work Study October 1, 2021.
  - b. September/October 2021 Outstanding Invoices, Check and Draft Paid Invoices.
  - c. Department Head Reports.
  - d. Board Attendance Report.
- 4. Discussion/Vote on current Outstanding Invoices, draft and Check Paid Invoices for September/October 2021.**
  - 5. Citizen Input.**
  - 6. Presentation by Cochran Engineering on Pavement Preservation Plan.**
  - 7. Ordinance accepting the contract with A.M. Pyrotechnics for Fireworks for the Veteran's Day Event. (1<sup>st</sup> & 2<sup>nd</sup> Read) Discussion/Vote.**
  - 8. Discussion/Vote to approve the Special Events Permit for Veteran's Day.**

9. **Ordinance accepting the 2021 EMPG-ARPA Grant funding. (1<sup>st</sup> & 2<sup>nd</sup> Read) Discussion/Vote.**
10. **Ordinance amending Section 710.470 Sewer Rates. (1<sup>st</sup> Read) Discussion/Vote.**
11. **Ordinance amending Section 705.040 Water Rates. (1<sup>st</sup> Read) Discussion/Vote.**
12. **Ordinance accepting the contract with Sunbelt Rentals for a Pump Rental. (1<sup>st</sup> & 2<sup>nd</sup> Read) Discussion/Vote.**
13. **New Business.**
14. **Unfinished Business.**
15. **Recess Open Session.**
16. **Open Executive Session.**
17. **Close Executive Session.**
18. **Adjourn Meeting.**

THE TENTATIVE AGENDA SHOWS THIS MEETING CLOSED PURSUANT TO RSMO SECTIONS 610.021 # (1) LEGAL, (3) PERSONNEL AND (13) PERSONNEL.

IF YOU HAVE SPECIAL NEEDS, WHICH REQUIRE ACCOMMODATION, PLEASE NOTIFY CITY PERSONNEL AT CITY HALL. ACCOMMODATIONS WILL BE MADE FOR YOUR NEEDS. REPRESENTATIVES OF THE NEWS MEDIA MAY OBTAIN COPIES OF THIS NOTICE BY CONTACTING THE CITY CLERK AT 417-742-5302.

Jennifer Rowe  
City Clerk

# CITY OF WILLARD, MISSOURI

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



## Agenda Item# 3

### Consent Agenda:

"A Consent Agenda allows the Board of Aldermen to consider and approve routine items of business without discussion. Any member of the Board of Aldermen, the City Staff or the Public may request removal of any item from the Consent Agenda and request that it be considered under the Regular Agenda if discussion or debate of the item is desired. Items not removed from the Consent Agenda will stand approved upon motion by any Board member, second and unanimous vote to "approve the Consent Agenda as published or modified."

- a. Minutes from regular meeting September 27, 2021 and Work Study October 1, 2021.
- b. September/October 2021 Outstanding Invoices, Check and Draft Paid Invoices.
- c. Department Head Reports.
- d. Board Attendance Report.

**CITY OF WILLARD  
BOARD OF ALDERMEN  
REGULAR MEETING  
September 27, 2021  
7:00 p.m.**

Staff present: City Administrator, Brad Gray; City Clerk, Jennifer Rowe; Police officer, JD Landon; Park Director, Jason Knight; Director of Development, Randy Brown; and Director of Finance, Carolyn Halverson.

City Attorney Ken Reynolds was not present.

Citizens in attendance: Joyce Lancaster, Mark Lancaster and Rahela Petian.

**Call to Order.**

Mayor Snider called the meeting to order at 7:00 p.m.

**Roll Call.**

The City Clerk conducted the Roll Call. Alderman Kelly-present, Alderman Simmons-present, Alderman Stewart-present, Alderman Whitman-present, Alderman Baird-present, Alderman Hall-present and Mayor Snider-present.

**Agenda Amendments/Agenda Approval.**

Motion was made by Alderman Baird and seconded by Alderman Kelly to approve the Agenda. Motion carried with a vote of 6-0. Voting aye: Aldermen Kelly, Simmons, Stewart, Whitman, Baird and Hall.

**Consent Agenda.**

Motion was made by Alderman Whitman and seconded by Alderman Hall to approve the Consent Agenda. Motion carried with a vote of 6-0. Voting aye: Aldermen Kelly, Simmons, Stewart, Whitman, Baird and Hall.

**Discussion/Vote to approve current August/September 2021 Outstanding Invoices, Check and Draft Paid Invoices.**

Motion was made by Alderman Simmons and seconded by Alderman Kelly to approve the current August/September 2021 Outstanding Invoices, Check and Draft Paid Invoices. Motion carried with a vote of 6-0. Voting aye: Aldermen Kelly, Simmons, Stewart, Whitman, Baird and Hall.

**Citizen Input.**

None.

**Discussion/Vote to appoint Rahela Petian to the Planning and Zoning Commission.**

City Administrator Brad Gray stated that Ms. Petian's application was in their packet. He asked her to introduce herself. Alderman Baird stated that he was still concerned about the lack of transparency with the Mayor. Motion was made by Alderman Baird and seconded by Alderman Kelly to table this discussion. Motion carried with a vote of 6-0. Voting aye: Aldermen Kelly, Simmons, Stewart, Whitman, Baird and Hall.

**Presentation on Water Tower and Distribution Inspection.**

From Cunningham gave the presentation to the Board. Discussion was made on issues that needed fixed and costs associated.

**Ordinance accepting the 2021 EMPG Grant Funding. (1<sup>st</sup> & 2<sup>nd</sup> Read) Discussion/Vote.**

City Clerk Jennifer Rowe informed the Board that this was the same grant that was obtained each year. This year, the funding was cut much shorter however, due to covid.

The first read was conducted by the City Clerk.

Motion was made by Alderman Kelly and seconded by Alderman Stewart to accept the 2021 EMPG Grant Funding. Motion carried with a vote of 6-0. Voting aye: Aldermen Kelly, Simmons, Stewart, Whitman, Baird and Hall.

The second read was conducted by the City Clerk.

Motion was made by Alderman Kelly and seconded by Alderman Simmons to accept the 2021 EMPG Grant Funding. Motion carried with a vote of 6-0. Voting aye: Aldermen Kelly, Simmons, Stewart, Whitman, Baird and Hall.

**Ordinance accepting the contract with A.M. Pyrotechnics for Fireworks at the Veteran's Day event. (1st & 2nd Read) Discussion/Vote.**

Parks Director Jason Knight discussed the fireworks contract. He informed the Board that this was an extension of last years. He requested they approve this contingent on the changes being made to the contract to spell out the insurance amounts as requested by the City Attorney.

Motion was made by Alderman Kelly and seconded by Alderman Hall to table this discussion until the contract was changed and approved by the City Attorney. Motion carried with a vote of 6-0. Voting aye: Aldermen Kelly, Simmons, Stewart, Whitman, Baird and Hall.

**New Business.**

None.

**Unfinished Business.**

Mr. Knight updated the Board on the air conditioner units at the Community Building, stating he was approved for a grant to fund almost everything to replace them.

Mr. Gray reminded the Board of the Work Study this Friday for the Budget.

Mr. Brown discussed the meadows interconnect and stated that bringing in the trailer with back up water was not a big deal when it was done years ago.

Mayor Snider stated that something needed to be figured out. He would like to meet with the Alderman and work out whatever is going on. He stated he knows some are upset with his decision on not appointing Mr. Hendrickson to the Boards. Alderman Kelly stated that not appointing Mr. Hendrickson was not the issue, the Board members were looking for guidance as to what experience the Mayor wanted for those applying for the Boards. He felt there was no trust in the Board when a unanimous decision on a highly qualified individual was turned down by the Mayor.

Mayor Snider stated with Mr. Hendrickson the process was not followed currently because he was not the one to bring it to the Board. He felt that the Board was trying to bypass him.

Alderman Baird stated that the Mayor had been the one to approve the Agenda before the Board ever saw it, and he felt that was his approval for it to go to the Board.

Discussion was made on coming up with some guidelines for appointing people.

**Adjourn.**

Motion was made by Alderman Kelly and seconded by Alderman Stewart to Adjourn. Motion carried with a vote of 6-0. Voting aye: Aldermen Kelly, Simmons, Stewart, Whitman, Baird and Hall.

**The meeting was adjourned at 8:25 p.m.**

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Jennifer Rowe, City Clerk

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Samuel Snider, Mayor

**CITY OF WILLARD  
BOARD OF ALDERMEN  
SPECIAL MEETING & WORK STUDY  
October 01, 2021  
7:00 p.m.**

Staff present: City Administrator, Brad Gray; City Clerk, Jennifer Rowe; Director of Development, Randy Brown; Public Works Director, Ray Lynch; and Director of Finance, Carolyn Halverson.

City Attorney Ken Reynolds was present.

Citizens in attendance: Richard McMillian, Tom Hancock, Peter Bryant and Martha Smartt.

**Call to Order.**

Mayor Pro-Tem Whitman called the meeting to order at 9:00 a.m.

**Roll Call.**

The City Clerk conducted the Roll Call. Alderman Kelly-present, Alderman Simmons-present, Alderman Stewart-present, Alderman Whitman-present, Alderman Baird-present, Alderman Hall--- and Mayor Snider---

**Agenda Amendments/Agenda Approval.**

Motion was made by Alderman Baird and seconded by Alderman Kelly to approve the Agenda. Motion carried with a vote of 5-0. Voting aye: Aldermen Kelly, Simmons, Stewart, Whitman and Baird.

**Discussion/Vote on Vehicle Quotes for 2022.**

City Administrator Brad Gray discussed the Vehicles. Finance Director Carolyn Halverson went over the quotes received and the need for this to be submitted today, in order to have vehicles delivered in 2022. Otherwise, it would be 2023. Motion was made by Alderman Kelly and seconded by Alderman Baird to approve the quotes to order for the 2022 Vehicles. Motion carried with a vote of 5-0. Voting aye: Aldermen Kelly, Simmons, Stewart, Whitman and Baird.

**Recess Open Session.**

Motion was made by Alderman Kelly and seconded by Alderman Stewart to Recess the Open Session at 9:18 a.m. Motion carried with a vote of 5-0. Voting aye: Aldermen Kelly, Simmons, Stewart, Whitman and Baird.

**Work Study:**

A work study was conducted on the Sewer system. Discussion was made on the Sewer Contract, future plans, and necessary budgeting. A timeline was created on projects for the next few years.

Discussion was then made on water and sewer rates.

Alderman Kelly left at 1:23 p.m.

**Open Executive Session.**

Motion was made by Alderman Stewart and seconded by Alderman Simmons to Open the Executive Session at 2:35 p.m. Motion carried with a vote of 4-0. Voting aye: Aldermen Simmons, Stewart, Whitman and Baird.

**Close Executive Session.**

Motion was made by Alderman Baird and seconded by Alderman Simmons to Close the Executive Session at 4:01 p.m. Motion carried with a vote of 4-0. Voting aye: Aldermen Simmons, Stewart, Whitman and Baird.

**Re-Open Open Session.**

Motion was made by Alderman Baird and seconded by Alderman Stewart to Re-Open the Open Session. Motion carried with a vote of 4-0. Voting aye: Aldermen Simmons, Stewart, Whitman and Baird.

**Unfinished Business.**

Discussion was made on the letters received by Trinity to support development.

Discussion was then made on Board appointments.

**Adjourn.**

Motion was made by Alderman Simmons and seconded by Alderman Stewart to Adjourn. Motion carried with a vote of 4-0. Voting aye: Aldermen Simmons, Stewart, Whitman and Baird.

**The meeting was adjourned at 4:22 p.m.**

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Jennifer Rowe, City Clerk

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Samuel Snider, Mayor



**CITY OF WILLARD  
BOARD OF ALDERMEN**



**AGENDA ITEM #3B  
FINANCE DEPARTMENT**

**ACTION REQUIRED: APPROVAL REQUESTED**

- **Outstanding Invoices – September/October 2021**



# Pending Expense Approval Report

## By Vendor Name

Post Dates 9/28/2021 - 10/5/2021

| Vendor Name   | Payable Number        | Post Date  | Description (Item)                            | Account Number | Amount          |
|---|-----------------------|------------|---|----------------|-----------------|
| <b>Vendor: AEI100 - AXON ENTERPRISES INC</b>                  |                       |            |   |                |                 |
| AXON ENTERPRISES INC  | SI-1730931            | 10/05/2021 | BATTERY PACKS FOR TRAINING- LAW               | 10-200-56950   | 415.40          |
| AXON ENTERPRISES INC  | INUS017988            | 10/05/2021 | STANDARD CARTRIDGE'S FOR TRAINING- LAW        | 10-200-56950   | 285.27          |
| <b>Vendor AEI100 - AXON ENTERPRISES INC Total:</b>            |                       |            |   |                | <b>700.67</b>   |
| <b>Vendor: BSP100 - BACKCOUNTRY SCREEN PRINTING LLC</b>       |                       |            |   |                |                 |
| BACKCOUNTRY SCREEN PRINT                                      | 2143                  | 10/05/2021 | AQUAATICS CENTER STAFF SHIRTS-PKS             | 30-800-50150   | 198.56          |
| BACKCOUNTRY SCREEN PRINT                                      | 2144                  | 10/05/2021 | FREEDOM FEST STAFF SHIRTS -SUMMER - PKS       | 30-800-50150   | 347.20          |
| BACKCOUNTRY SCREEN PRINT                                      | 2145                  | 10/05/2021 | SUMMER CAMP STAFF SHIRTS -PKS                 | 30-800-50150   | 346.74          |
| BACKCOUNTRY SCREEN PRINT                                      | 2146                  | 10/05/2021 | BASEBALL SPORTS SHIRTS-PKS                    | 30-800-50150   | 1,109.90        |
| BACKCOUNTRY SCREEN PRINT                                      | 2192                  | 10/05/2021 | SWIM TEAM SPORTS SHIRTS-PKS                   | 30-800-50150   | 519.84          |
| <b>Vendor BSP100 - BACKCOUNTRY SCREEN PRINTING LLC Total:</b> |                       |            |   |                | <b>2,522.24</b> |
| <b>Vendor: BKK100 - BROOKE KING</b>                           |                       |            |   |                |                 |
| BROOKE KING   | 090721                | 10/05/2021 | SEPTEMBER CELL PHONE REIMBURSEMENT - STS/W/S  | 10-300-61000   | 10.00           |
| BROOKE KING   | 090721                | 10/05/2021 | SEPTEMBER CELL PHONE REIMBURSEMENT - STS/W/S  | 20-600-61000   | 20.00           |
| BROOKE KING   | 090721                | 10/05/2021 | SEPTEMBER CELL PHONE REIMBURSEMENT - STS/W/S  | 20-700-61000   | 20.00           |
| <b>Vendor BKK100 - BROOKE KING Total:</b>                     |                       |            |   |                | <b>50.00</b>    |
| <b>Vendor: BUS180 - BUS ANDREWS TRUCK EQUIPMENT</b>           |                       |            |   |                |                 |
| BUS ANDREWS TRUCK EQUIP                                       | 75002                 | 10/05/2021 | SPROCKET AND CHAIN ASSEMBLY- STS              | 10-300-52000   | 63.73           |
| <b>Vendor BUS180 - BUS ANDREWS TRUCK EQUIPMENT Total:</b>     |                       |            |   |                | <b>63.73</b>    |
| <b>Vendor: CSC200 - CHRIS STRAW CONSULTING, LLC</b>           |                       |            |   |                |                 |
| CHRIS STRAW CONSULTING, L                                     | 093021                | 10/05/2021 | TANNERS/CMH & CANTERBURY INSPECTIONS -        | 10-400-56400   | 1,080.00        |
| <b>Vendor CSC200 - CHRIS STRAW CONSULTING, LLC Total:</b>     |                       |            |   |                | <b>1,080.00</b> |
| <b>Vendor: COMMGN - COMMERCE CREDIT CARD SERVICES</b>         |                       |            |   |                |                 |
| COMMERCE CREDIT CARD SE                                       | 112-3782983-0773865 2 | 10/05/2021 | AMAZON-GLOW DANCE SUPPLIES-PKS                | 30-800-50170   | 28.37           |
| COMMERCE CREDIT CARD SE                                       | 210921-61667551-30-3  | 10/05/2021 | WHENTOWORK.COM SCHEDULING SOFTWARE-PKS        | 30-800-55800   | 80.00           |
| COMMERCE CREDIT CARD SE                                       | 114-1618248-1425866   | 10/05/2021 | AMAZON - GLOW IN THE DANCE PARTY SUPPLIES-PKS | 30-800-50170   | 288.00          |
| COMMERCE CREDIT CARD SE                                       | 30852022              | 10/05/2021 | LINGO COMM LIFT STATION PHONE SERVICE - SEWER | 20-700-61000   | 49.98           |
| COMMERCE CREDIT CARD SE                                       | 114-5739611-2919446   | 10/05/2021 | SAFETY/OFFICE SUPPLIES-PKS                    | 30-800-50700   | 16.50           |
| COMMERCE CREDIT CARD SE                                       | 114-5739611-2919446   | 10/05/2021 | AMAZON- SAFETY/OFFICE SUPPLIES-PKS            | 30-800-56500   | 12.94           |
| COMMERCE CREDIT CARD SE                                       | 06350G                | 10/05/2021 | MENARDS-PIPE WRENCH AND BRASS CAPS - W/S      | 20-600-52000   | 47.98           |
| COMMERCE CREDIT CARD SE                                       | 06350G                | 10/05/2021 | MENARDS-PIPE WRENCH AND BRASS CAPS - W/S      | 20-700-51000   | 27.96           |
| COMMERCE CREDIT CARD SE                                       | 06835g                | 10/05/2021 | MENARDS- I&i - BRASS CAPS -                   | 20-700-51000   | 34.95           |
| COMMERCE CREDIT CARD SE                                       | 114-5065074-4004216   | 10/05/2021 | AMAZON -MEMO BOOKS- LA                        | 10-200-50700   | 5.29            |
| COMMERCE CREDIT CARD SE                                       | 114-7959810-9469064   | 10/05/2021 | AMAZON -WITE-OUT, TAPE, BINDER DIVIDERS- LAW  | 10-200-50700   | 36.94           |

Pending Expense Approval Report

Post Dates: 9/28/2021 - 10/5/2021

| Vendor Name   | Payable Number      | Post Date  | Description (Item)                            | Account Number | Amount          |
|---|---------------------|------------|---|----------------|-----------------|
| COMMERCE CREDIT CARD SE                                     | 114-9071372-8827452 | 10/05/2021 | AMAZON- KEY HOLDER/PLASTIC&INDEX DEVIDERS-GEN | 10-100-50700   | 40.85           |
| COMMERCE CREDIT CARD SE                                     | 50154258            | 10/05/2021 | INDEED PUBLIC WORKS JOB POSTING - STS/W/S     | 10-300-55200   | 90.38           |
| COMMERCE CREDIT CARD SE                                     | 50154258            | 10/05/2021 | INDEED PUBLIC WORKS JOB POSTING - STS/W/S     | 20-600-55200   | 180.75          |
| COMMERCE CREDIT CARD SE                                     | 50154258            | 10/05/2021 | INDEED PUBLIC WORKS JOB POSTING - STS/W/S     | 20-700-55200   | 180.76          |
| COMMERCE CREDIT CARD SE                                     | 09683G              | 10/05/2021 | DOLLAR GENERAL-SODA & WATER-BOA WORK STUDY-S  | 10-100-50130   | 11.10           |
| COMMERCE CREDIT CARD SE                                     | 100121              | 10/05/2021 | DOMINO'S-BOA WORK STUDY - S                   | 10-100-50130   | 92.68           |
| COMMERCE CREDIT CARD SE                                     | PRO-FORMA           | 10/05/2021 | NEXTIVA TELEPHONE EXPENSE - ALL DEPTS         | 10-100-61000   | 167.51          |
| COMMERCE CREDIT CARD SE                                     | PRO-FORMA           | 10/05/2021 | NEXTIVA TELEPHONE EXPENSE - ALL DEPTS         | 10-200-61000   | 167.51          |
| COMMERCE CREDIT CARD SE                                     | PRO-FORMA           | 10/05/2021 | NEXTIVA TELEPHONE EXPENSE - ALL DEPTS         | 10-250-61000   | 119.64          |
| COMMERCE CREDIT CARD SE                                     | PRO-FORMA           | 10/05/2021 | NEXTIVA TELEPHONE EXPENSE - ALL DEPTS         | 10-300-61000   | 119.64          |
| COMMERCE CREDIT CARD SE                                     | PRO-FORMA           | 10/05/2021 | NEXTIVA TELEPHONE EXPENSE - ALL DEPTS         | 10-400-61000   | 119.64          |
| COMMERCE CREDIT CARD SE                                     | PRO-FORMA           | 10/05/2021 | NEXTIVA TELEPHONE EXPENSE - ALL DEPTS         | 20-600-61000   | 167.51          |
| COMMERCE CREDIT CARD SE                                     | PRO-FORMA           | 10/05/2021 | NEXTIVA TELEPHONE EXPENSE - ALL DEPTS         | 20-700-61000   | 167.51          |
| COMMERCE CREDIT CARD SE                                     | PRO-FORMA           | 10/05/2021 | NEXTIVA TELEPHONE EXPENSE - ALL DEPTS         | 30-800-61000   | 167.48          |
| COMMERCE CREDIT CARD SE                                     | 316118985           | 10/05/2021 | GOTOMEETING VIDEO CONFERENCING SOFTWARE - GEN | 10-100-57400   | 19.80           |
| COMMERCE CREDIT CARD SE                                     | 1121991             | 10/05/2021 | GERMAN-BLISS-SHIM KIT/OIL CAP-PKS             | 30-800-51000   | 129.46          |
| <b>Vendor COMMGN - COMMERCE CREDIT CARD SERVICES Total:</b> |                     |            |   |                | <b>2,571.13</b> |
| <b>Vendor: CON170 - CONCO COMPANIES</b>                     |                     |            |   |                |                 |
| CONCO COMPANIES   | 7001630314          | 10/05/2021 | 5/8" COMM STONE FOR A WATER LINE BREAK -W     | 20-600-51000   | 91.93           |
| <b>Vendor CON170 - CONCO COMPANIES Total:</b>               |                     |            |   |                | <b>91.93</b>    |
| <b>Vendor: CFC100 - COX FITNESS CENTER</b>                  |                     |            |   |                |                 |
| COX FITNESS CENTER  | FITCTR 3519         | 10/05/2021 | WORKOUT EQUIPMENT - PKS                       | 30-800-52000   | 1,000.00        |
| <b>Vendor CFC100 - COX FITNESS CENTER Total:</b>            |                     |            |   |                | <b>1,000.00</b> |
| <b>Vendor: CPE100 - CROWN POWER &amp; EQUIPMENT</b>         |                     |            |   |                |                 |
| CROWN POWER & EQUIPMEN                                      | 9261V               | 10/05/2021 | TURNBUCKLE -PKS                               | 30-800-71100   | 30.46           |
| <b>Vendor CPE100 - CROWN POWER &amp; EQUIPMENT Total:</b>   |                     |            |   |                | <b>30.46</b>    |
| <b>Vendor: HAR160 - HARRY COOPER SUPPLY COMPANY</b>         |                     |            |   |                |                 |
| HARRY COOPER SUPPLY COM                                     | 54610299.001        | 10/05/2021 | START CAPACITOR FOR AIR COMPRESSOR-PKS        | 30-800-71100   | 39.57           |
| <b>Vendor HAR160 - HARRY COOPER SUPPLY COMPANY Total:</b>   |                     |            |   |                | <b>39.57</b>    |
| <b>Vendor: ITR160 - ITRON, INC.</b>                         |                     |            |   |                |                 |
| ITRON, INC.   | 602446              | 10/05/2021 | ERT - W                                       | 20-600-52500   | 60.00           |
| <b>Vendor ITR160 - ITRON, INC. Total:</b>                   |                     |            |   |                | <b>60.00</b>    |
| <b>Vendor: JKN100 - JASON KNIGHT</b>                        |                     |            |   |                |                 |
| JASON KNIGHT  | 091021              | 10/05/2021 | SEPTEMBER CELL PHONE REIMBURSEMENT - PKS      | 30-800-61000   | 50.00           |
| <b>Vendor JKN100 - JASON KNIGHT Total:</b>                  |                     |            |   |                | <b>50.00</b>    |
| <b>Vendor: LOG100 - LOGMEIN COMMUNICATIONS INC</b>          |                     |            |   |                |                 |
| LOGMEIN COMMUNICATIONS                                      | 100691897           | 10/05/2021 | GOTOCNECT SERVICE- ALL DEPTS                  | 10-100-61050   | 100.47          |
| LOGMEIN COMMUNICATIONS                                      | 100691897           | 10/05/2021 | GOTOCNECT SERVICE- ALL DEPTS                  | 10-200-61050   | 100.47          |

Pending Expense Approval Report

Post Dates: 9/28/2021 - 10/5/2021

| Vendor Name   | Payable Number | Post Date  | Description (Item)                            | Account Number | Amount        |
|---|----------------|------------|---|----------------|---------------|
| LOGMEIN COMMUNICATIONS  | 100691897      | 10/05/2021 | GOTOCONNECT SERVICE- ALL DEPTS                | 10-250-61050   | 71.71         |
| LOGMEIN COMMUNICATIONS  | 100691897      | 10/05/2021 | GOTOCONNECT SERVICE- ALL DEPTS                | 10-300-61050   | 74.11         |
| LOGMEIN COMMUNICATIONS  | 100691897      | 10/05/2021 | GOTOCONNECT SERVICE- ALL DEPTS                | 10-400-61050   | 71.71         |
| LOGMEIN COMMUNICATIONS  | 100691897      | 10/05/2021 | GOTOCONNECT SERVICE- ALL DEPTS                | 20-600-61050   | 110.00        |
| LOGMEIN COMMUNICATIONS  | 100691897      | 10/05/2021 | GOTOCONNECT SERVICE- ALL DEPTS                | 20-700-61050   | 110.00        |
| LOGMEIN COMMUNICATIONS  | 100691897      | 10/05/2021 | GOTOCONNECT SERVICE- ALL DEPTS                | 30-800-61050   | 112.40        |
| <b>Vendor LOG100 - LOGMEIN COMMUNICATIONS INC Total:</b>      |                |            |   |                | <b>750.87</b> |
| <b>Vendor: LOW505 - LOWE'S CREDIT SERVICES</b>                |                |            |   |                |               |
| LOWE'S CREDIT SERVICES  | 71920637       | 10/05/2021 | 8FT METAL FORMS - STS                         | 10-300-50130   | 166.00        |
| <b>Vendor LOW505 - LOWE'S CREDIT SERVICES Total:</b>          |                |            |   |                | <b>166.00</b> |
| <b>Vendor: MPI150 - MELTON PROPANE, INC.</b>                  |                |            |   |                |               |
| MELTON PROPANE, INC.  | 34178          | 10/05/2021 | PUMP B GENERATOR                              | 20-700-62100   | 95.53         |
| MELTON PROPANE, INC.  | 34179          | 10/05/2021 | PROPANE GAS - S                               |                |               |
| MELTON PROPANE, INC.  | 34179          | 10/05/2021 | PARKS ESTATE GENERATOR                        | 20-700-62100   | 241.25        |
| MELTON PROPANE, INC.  | 34180          | 10/05/2021 | PROPANE GAS - S                               |                |               |
| MELTON PROPANE, INC.  | 34180          | 10/05/2021 | CITY HALL GENERATOR                           | 10-100-62100   | 310.87        |
| MELTON PROPANE, INC.  | 34180          | 10/05/2021 | PROPANE GAS- GEN                              |                |               |
| <b>Vendor MPI150 - MELTON PROPANE, INC. Total:</b>            |                |            |   |                | <b>647.65</b> |
| <b>Vendor: PIL100 - PILOT WIRELESS LLC</b>                    |                |            |   |                |               |
| PILOT WIRELESS LLC  | 160            | 10/05/2021 | PILOT WIRELESS EXPENSE - ALL DEPTS            | 10-100-61000   | 129.34        |
| PILOT WIRELESS LLC  | 160            | 10/05/2021 | PILOT WIRELESS EXPENSE - ALL DEPTS            | 10-200-61000   | 129.34        |
| PILOT WIRELESS LLC  | 160            | 10/05/2021 | PILOT WIRELESS EXPENSE - ALL DEPTS            | 10-250-61000   | 92.38         |
| PILOT WIRELESS LLC  | 160            | 10/05/2021 | PILOT WIRELESS EXPENSE - ALL DEPTS            | 10-300-61000   | 92.38         |
| PILOT WIRELESS LLC  | 160            | 10/05/2021 | PILOT WIRELESS EXPENSE - ALL DEPTS            | 10-400-61000   | 92.38         |
| PILOT WIRELESS LLC  | 160            | 10/05/2021 | PILOT WIRELESS EXPENSE - ALL DEPTS            | 20-600-61000   | 129.34        |
| PILOT WIRELESS LLC  | 160            | 10/05/2021 | PILOT WIRELESS EXPENSE - ALL DEPTS            | 20-700-61000   | 129.34        |
| PILOT WIRELESS LLC  | 160            | 10/05/2021 | PILOT WIRELESS EXPENSE - ALL DEPTS            | 30-800-61000   | 129.35        |
| <b>Vendor PIL100 - PILOT WIRELESS LLC Total:</b>              |                |            |   |                | <b>923.85</b> |
| <b>Vendor: RAL200 - RAY LYNCH</b>                             |                |            |   |                |               |
| RAY LYNCH   | 091621         | 10/05/2021 | CELL PHONE REIMBURSEMENT - STS/W/S            | 10-300-61000   | 10.00         |
| RAY LYNCH   | 091621         | 10/05/2021 | CELL PHONE REIMBURSEMENT - STS/W/S            | 20-600-61000   | 20.00         |
| RAY LYNCH   | 091621         | 10/05/2021 | CELL PHONE REIMBURSEMENT - STS/W/S            | 20-700-61000   | 20.00         |
| <b>Vendor RAL200 - RAY LYNCH Total:</b>                       |                |            |   |                | <b>50.00</b>  |
| <b>Vendor: SHP550 - SHANNON SHIPLEY</b>                       |                |            |   |                |               |
| SHANNON SHIPLEY   | 00451C         | 10/05/2021 | REIMB FOR SCENIC DRY CLEANERS- LAW            | 10-200-92500   | 23.25         |
| SHANNON SHIPLEY   | 19187230       | 10/05/2021 | SHANNON SHIPLEY UNIFORM REIMB-LAW             | 10-200-92500   | 536.53        |
| SHANNON SHIPLEY   | 092921         | 10/05/2021 | REIMB FOR AREA WIDE POLICE TRAINING- APPLE MK | 10-200-56950   | 31.29         |
| <b>Vendor SHP550 - SHANNON SHIPLEY Total:</b>                 |                |            |   |                | <b>591.07</b> |
| <b>Vendor: SMCO - SOUTHWEST MISSOURI CODE OFFICIALS</b>       |                |            |   |                |               |
| SOUTHWEST MISSOURI CODE                                       | 092921         | 10/05/2021 | FIRE PUMP TRANING - P&D                       | 10-400-56950   | 50.00         |
| <b>Vendor SMCO - SOUTHWEST MISSOURI CODE OFFICIALS Total:</b> |                |            |   |                | <b>50.00</b>  |

Pending Expense Approval Report

Post Dates: 9/28/2021 - 10/5/2021

| Vendor Name   | Payable Number | Post Date  | Description (Item)                           | Account Number | Amount           |
|---|----------------|------------|--|----------------|------------------|
| <b>Vendor: TRH100 - TREVOR HOFFMAN</b>                |                |            |  |                |                  |
| TREVOR HOFFMAN  | 4251373399     | 10/05/2021 | SEPTEMBER CELL PHONE REIMBURSEMENT - STS/W/S | 10-300-61000   | 10.00            |
| TREVOR HOFFMAN  | 4251373399     | 10/05/2021 | SEPTEMBER CELL PHONE REIMBURSEMENT - STS/W/S | 20-600-61000   | 20.00            |
| TREVOR HOFFMAN  | 4251373399     | 10/05/2021 | SEPTEMBER CELL PHONE REIMBURSEMENT - STS/W/S | 20-700-61000   | 20.00            |
| <b>Vendor TRH100 - TREVOR HOFFMAN Total:</b>          |                |            |  |                | <b>50.00</b>     |
| <b>Vendor: WTV100 - WILLARD HOME CENTER LLC</b>       |                |            |  |                |                  |
| WILLARD HOME CENTER LLC                               | D53019         | 10/05/2021 | REDI MIX WITH GRAVEL- W                      | 20-600-51000   | 9.70             |
| WILLARD HOME CENTER LLC                               | D53038         | 10/05/2021 | HEX SOCKETS - STS                            | 10-300-52000   | 24.56            |
| WILLARD HOME CENTER LLC                               | B182690        | 10/05/2021 | PAINT FOR HYDRANT - W                        | 20-600-51000   | 4.49             |
| WILLARD HOME CENTER LLC                               | D53164         | 10/05/2021 | ADAPTERS - STS                               | 10-300-52000   | 15.48            |
| <b>Vendor WTV100 - WILLARD HOME CENTER LLC Total:</b> |                |            |  |                | <b>54.23</b>     |
| <b>Grand Total:</b>                                   |                |            |  |                | <b>11,543.40</b> |

## Report Summary

### Fund Summary

| Fund                      | Expense Amount   |
|---------------------------|------------------|
| 10 - GENERAL FUND         | 4,977.65         |
| 20 - WATER AND SEWER FUND | 1,958.98         |
| 30 - PARKS FUND           | 4,606.77         |
| <b>Grand Total:</b>       | <b>11,543.40</b> |

### Account Summary

| Account Number      | Account Name           | Expense Amount |
|---------------------|------------------------|----------------|
| 10-100-50130        | SUPPLIES-GCG           | 103.78         |
| 10-100-50700        | OFFICE SUPPLIES-GCG    | 40.85          |
| 10-100-57400        | EQUIPMENT/SOFTWARE     | 19.80          |
| 10-100-61000        | TELEPHONE-GCG          | 296.85         |
| 10-100-61050        | INTERNET-GCG           | 100.47         |
| 10-100-62100        | UTILITIES GAS-GCG      | 310.87         |
| 10-200-50700        | OFFICE SUPPLIES-LAW    | 42.23          |
| 10-200-56950        | TRAINING & EDUCATION   | 731.96         |
| 10-200-61000        | TELEPHONE-LAW          | 296.85         |
| 10-200-61050        | INTERNET-LAW           | 100.47         |
| 10-200-92500        | UNIFORMS-LAW           | 559.78         |
| 10-250-61000        | TELEPHONE-COURT        | 212.02         |
| 10-250-61050        | INTERNET-COURT         | 71.71          |
| 10-300-50130        | SUPPLIES-STREETS       | 166.00         |
| 10-300-52000        | SUPPLIES SMALL EQUIP   | 103.77         |
| 10-300-55200        | ADVERTISING-STS        | 90.38          |
| 10-300-61000        | TELEPHONE-STREETS      | 242.02         |
| 10-300-61050        | INTERNET-STREETS       | 74.11          |
| 10-400-56400        | PROFESSIONAL-P&D       | 1,080.00       |
| 10-400-56950        | TRAINING & EDUCATION   | 50.00          |
| 10-400-61000        | TELEPHONE-P&D          | 212.02         |
| 10-400-61050        | INTERNET-P&D           | 71.71          |
| 20-600-51000        | REPAIRS AND MAINTEN    | 106.12         |
| 20-600-52000        | SUPPLIES SMALL EQUIP   | 47.98          |
| 20-600-52500        | METER REPLACEMENT-     | 60.00          |
| 20-600-55200        | ADVERTISING-WATER      | 180.75         |
| 20-600-61000        | TELEPHONE WATER        | 356.85         |
| 20-600-61050        | INTERNET-WATER         | 110.00         |
| 20-700-51000        | REPAIRS AND MAINTEN    | 62.91          |
| 20-700-55200        | ADVERTISING-SEWER      | 180.76         |
| 20-700-61000        | TELEPHONE-SEWER        | 406.83         |
| 20-700-61050        | INTERNET-SEWER         | 110.00         |
| 20-700-62100        | UTILITIES GAS-SEWER    | 336.78         |
| 30-800-50150        | SUPPLIES-SPORTS SHIRT  | 2,522.24       |
| 30-800-50170        | SUPPLIES SPECIAL ACTIV | 316.37         |
| 30-800-50700        | OFFICE SUPPLIES-PKS    | 16.50          |
| 30-800-51000        | REPAIRS AND MAINTEN    | 129.46         |
| 30-800-52000        | SUPPLIES SMALL EQUIP   | 1,000.00       |
| 30-800-55800        | DUES AND SUBSCRIPTIO   | 80.00          |
| 30-800-56500        | SAFETY PROGRAM-PKS     | 12.94          |
| 30-800-61000        | TELEPHONE-PKS          | 346.83         |
| 30-800-61050        | INTERNET-PARKS         | 112.40         |
| 30-800-71100        | EQUIPMENT REPAIR &     | 70.03          |
| <b>Grand Total:</b> | <b>11,543.40</b>       |                |

### Project Account Summary

| Project Account Key | Expense Amount   |
|---------------------|------------------|
| **None**            | 11,543.40        |
| <b>Grand Total:</b> | <b>11,543.40</b> |

## Equipment Usage and Repairs September 2021

| Equip # | Description                      | Prior Month<br>Miles/Hours | Current Month<br>Miles/Hours | Monthly<br>Usage | Service and<br>Repairs | YTD Repair<br>Cost |
|---------|----------------------------------|----------------------------|------------------------------|------------------|------------------------|--------------------|
| 1       | 2013 Ford F-150                  | 93,295                     | 94,460                       | 1,165            | \$0.00                 | \$0.00             |
| 2       | 2004 Chevy 1 Ton Dump            | 158,165                    | 159,322                      | 1,157            | \$0.00                 | \$266.37           |
| 3       | 2003 Chevy 1 Ton Utility - Sewer | 184,698                    | 185,125                      | 427              | \$6.99                 | \$368.28           |
| 4       | 1998 Dodge 1/2 Ton FB            | 128,281                    | 128,348                      | 67               | \$0.00                 | \$0.00             |
| 5       | 2001 Chevy 1500                  | 119,677                    | 120,604                      | 927              | \$0.00                 | \$184.76           |
| 6       | 2000 Chevy 3/4 Ton FB            | 153,782                    | 153,839                      | 57               | \$0.00                 | \$0.00             |
| 7       | 1993 Ford 1 Ton Utility - Water  | 157,322                    | 157,322                      | -                | \$0.00                 | \$0.00             |
| 8       | 2005 International 3200 Dump     | 21,569                     | sold                         | #VALUE!          | \$0.00                 | \$0.00             |
| 9       | 2017 Chevy Silverado             | 45,802                     | 46,778                       | 976              | \$0.00                 | \$0.00             |
| 10      | Water Van                        | 384                        | 384                          | -                | \$0.00                 | \$0.00             |
| 11      | 1998 Chevy S-10                  | 157,259                    | 157,259                      | -                | \$0.00                 | \$0.00             |
| 12      | Case Backhoe                     | 3,805                      | 3,833                        | 28               | \$0.00                 | \$1,981.04         |
| 13      | 60XT Case Skid Steer             | 1,568                      | 1,568                        | -                | \$0.00                 | \$0.00             |
| 14      | JD Tractor                       | 3,520                      | 3,650                        | 130              | \$0.00                 | \$0.00             |
| 15      | Kubota RTV 1100                  | 960                        | 965                          | 5                | \$0.00                 | \$0.00             |
|         |                                  |                            |                              |                  | <b>\$6.99</b>          | <b>\$2,800.45</b>  |

| Description of Repair/Service |   |
|-------------------------------|---|
| PD#1                          | 2013 Dodge Charger                                      |
| PD#2                          | 2013 Dodge Charger                                      |
| PD#3                          | 2013 Dodge Charger                                      |
| PD#4                          | 2017 Ford Explorer                                      |
| PD#5                          | 2019 Dodge Charger                                      |
| PD#6                          | 2013 Dodge Charger                                      |
| PD#7                          | 2017 Ford Explorer milage 118101 oil and filter \$13.68 |
| PD#8                          | 2008 Harley Davidson                                    |

## Public Works Report

**September 2021**

### Water

- The water department spent the month on routine operations including collecting water samples, monthly meter reading, daily monitoring of our four wells and maintenance on our chlorine monitoring systems.
- We completed 135 utility locates for the month.
- We completed 141 Work orders for the month.
- We fixed a water leak at the intersection on Cactus and Gary.
- We fixed a water leak on Excalibur.
- We fixed a water leak in front of the Schools administration building.
- We fixed a water leak at 6277 Alan.
- We installed a pit and two service connections on farm road 124 for two services.
- We fixed another leaking tee on the pressure reducing valve adjacent to the trail.
- We took a TCE water sample (voluntary) and sent it to the lab.
- We dug up the hydrant at the intersection of Farm Road 93 and 124 that was leaking, we were able to locate the valve and shut it off. It will need to be replaced in the near future.
- We dug up a suspected leaking hydrant on Jefferson that was found to be broken and will need to be replaced. The leak appears to be further down the main line.
- We were able to unstick three major water valves near our Meadows Tower.
- We daylighted a two-inch water line on EE that we didn't know was there, it is now plotted on our maps.
- We installed a one-inch irrigation meter for CMH.
- We reset three valves at Holly Ridge and Meadowlark and two valves on Willey.
- We used a vac truck in the Meadows to daylight a major water leak by the tower. The line appears to have two leaks and only feeds one house. We plan to take this line out of service and tap a new service for the customer, this will also improve their water quality.
- We spent several days with Westrum leak detection, they found three possible leaks that we will be digging up and fixing. A report from them should be forthcoming.
- We met with MRWA to listen for leaks at the fire hydrants, and to see and listen with their detection equipment. They plan to come back at a future date with two people and we should be able to listen to most of the hydrants in Willard and the Meadows system.
- We changed out all our chlorine bottles at the wells, there have been some verified reports of shortages so we will have to order smaller amounts more often to stay full on stock.



## Sewer

- All the dirt work from the previous force main break has been cleaned up and lime sand applied, additionally we have stockpiled lime rock at our 94-lift station to speed up the fixes on possible future breaks.
- We replaced two air relief valves on the 10" force main at stations two and five.
- We removed another malfunctioning flow meter sensor at manhole R-106 and sent it off, we are still waiting on the replacement.
- We smoke tested all of the B drainage basin finding 23 deficiencies, four homes had plumbing issues on their side and we spoke with all of them on what they should do to fix their issues.
- We installed a new flowmeter sensor across from Regional. This replaces the previous one that was sent back.
- The new pressure gauge that was on order for the D force main has been installed (pressure readings were forwarded to our engineers), we also installed new check valves at the D lift station.

## Streets

- We continue to patch various potholes around the city.
- We continue mowing and weed eating all the wells, liftstations, sidewalks, rite-of-ways and parts of the roundabouts.
- We filled all the potholes at the soccer park.
- We install delineators (highly reflective flexible markers) on Hunt road at Osage.
- We installed new speed limit signs on Proctor road between Miller road and the new subdivision.
- We continue to replace street and road signs throughout Willard.
- We ordered a claw for the backhoe (this will greatly increase its versatility) to help with everything from picking up trees/branches to moving pipes and debris. We plan this fall to get a lot more aggressive with our tree trimming.
- The dirt work and grass seed has been finished up for the rec-centers pond overflow pipe.

**Monthly Water Loss 2021**

| Month                               | Current Month |             |             |             |             |             |             |             |             |                |              |
|-------------------------------------|---------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|----------------|--------------|
|                                     | January       | February    | March       | April       | May         | June        | July        | August      | September   | Annual Average | Annual       |
| Amount of Gallons Pumped            | 29,620,700    | 30,270,900  | 26,945,200  | 29,161,800  | 28,774,500  | 31,403,900  | 33,031,800  | 37,897,300  | 37,596,800  | 31,633,656     | 284,702,900  |
| Dollar Amount Sold                  | \$80,766.74   | \$79,594.44 | \$78,603.44 | \$75,228.70 | \$76,307.99 | \$83,080.59 | \$89,553.28 | \$90,672.38 | \$96,738.64 | \$83,394.02    | \$750,546.20 |
| Gallons of Water Sold               | 16,780,000    | 16,153,000  | 15,705,000  | 14,463,000  | 14,806,000  | 17,581,000  | 20,097,000  | 20,481,000  | 23,015,000  | 17,675,667     | 159,081,000  |
| Flushing                            | 0             | 0           | 0           | 0           | 0           | 0           | 0           | 6,000       | 0           | 667            | 6,000        |
| Leaks/Adjustments                   | 30,000        | 175,000     | 30,000      | 210,000     | 125,000     | 5,000       | 141,000     | 100,000     | 390,000     | 134,000        | 1,206,000    |
| City Usage (not billed)             | 108,000       | 15,000      | 15,000      | 14,000      | 339,000     | 149,000     | 112,000     | 170,000     | 419,000     | 149,000        | 1,341,000    |
| Fire Dept                           | 12,000        | 16,000      | 16,000      | 12,000      | 10,000      | 13,000      | 10,000      | 11,000      | 20,000      | 13,333         | 120,000      |
| Tower Overflows                     | 0             | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0              | 0            |
| Residuals                           | 45,000        | 45,000      | 45,000      | 45,000      | 45,000      | 45,000      | 45,000      | 45,000      | 45,000      | 45,000         | 405,000      |
| Total Gallons Accounted For         | 16,855,000    | 16,373,000  | 15,780,000  | 14,718,000  | 14,976,000  | 17,631,000  | 20,283,000  | 20,632,000  | 23,450,000  | 17,855,333     | 160,698,000  |
| % Water Loss                        | 43.10%        | 45.91%      | 41.44%      | 49.53%      | 47.95%      | 43.86%      | 38.60%      | 45.56%      | 37.63%      | 43.56%         |              |
| Amount of Water Lost                | 12,765,700    | 13,897,900  | 11,165,200  | 14,443,800  | 13,798,500  | 13,772,900  | 12,748,800  | 17,265,300  | 14,146,800  | 13,778,322     | 124,004,900  |
| Willard North #1                    | 3,333,200     | 2,523,100   | 3,225,500   | 3,174,100   | 3,779,500   | 3,506,600   | 3,821,300   | 4,000,000   | 4,000,000   | 3,484,811      | 31,363,300   |
| Willard South #2                    | 4,439,900     | 4,602,600   | 4,057,400   | 4,450,700   | 4,088,900   | 5,091,200   | 5,761,200   | 7,532,200   | 6,771,800   | 5,199,544      | 46,795,900   |
| Meadows West #1                     | 12,055,600    | 12,809,200  | 10,952,300  | 10,296,000  | 10,781,100  | 12,309,100  | 12,881,300  | 14,536,100  | 14,854,000  | 12,386,078     | 111,474,700  |
| Meadows East #2                     | 10,292,000    | 10,836,000  | 9,210,000   | 11,741,000  | 10,625,000  | 10,997,000  | 11,068,000  | 12,329,000  | 12,471,000  | 11,063,222     | 99,569,000   |
| Correction per MRWA Willard Well 1& | -500,000      | -500,000    | -500,000    | -500,000    | -500,000    | -500,000    | -500,000    | -500,000    | -500,000    | -500,000       | -4,500,000   |
| Total Water Pumped                  | 29,620,700    | 30,270,900  | 26,945,200  | 29,161,800  | 28,774,500  | 31,403,900  | 33,031,800  | 37,897,300  | 37,596,800  | 31,633,656     | 284,702,900  |
| <b>Customer Count</b>               |               |             |             |             |             |             |             |             |             |                |              |
| City Commercial Irrigation          | 14            | 14          | 14          | 14          | 14          | 14          | 14          | 14          | 15          | 14             | 14           |
| City Commercial 1 SPF               | 129           | 129         | 131         | 131         | 131         | 134         | 133         | 134         | 133         | 132            | 132          |
| City Commercial 3 Water only        | 20            | 21          | 21          | 21          | 20          | 20          | 20          | 19          | 19          | 20             | 20           |
| City Residential Irrigation         | 3             | 3           | 3           | 4           | 4           | 4           | 4           | 4           | 4           | 4              | 4            |
| City Residential 1 SPF              | 2008          | 2014        | 2021        | 2013        | 2018        | 2034        | 2025        | 2043        | 2042        | 2,024          | 2,100        |
| City Residential 3 Water Only       | 72            | 72          | 75          | 72          | 72          | 72          | 72          | 71          | 72          | 72             | 72           |
| Rural Irrigation                    | 4             | 5           | 4           | 4           | 4           | 4           | 4           | 4           | 4           | 4              | 4            |
| Rural Residential 1 SPF             | 7             | 8           | 8           | 8           | 8           | 8           | 9           | 5           | 6           | 7              | 7            |
| Rural Residential 2 Lagoon          | 276           | 274         | 275         | 275         | 275         | 275         | 276         | 275         | 276         | 275            | 275          |
| Rural Residential 3 Water Only      | 872           | 873         | 878         | 875         | 879         | 879         | 878         | 884         | 880         | 878            | 878          |
| Rural Commercial 2 Lagoon           | 3             | 3           | 3           | 3           | 3           | 3           | 3           | 3           | 3           | 3              | 3            |
| Rural Commercial 3 Water only       | 13            | 13          | 13          | 13          | 14          | 14          | 14          | 14          | 14          | 14             | 14           |
| Zero-Non Billed                     | 9             | 9           | 9           | 9           | 9           | 9           | 9           | 9           | 9           | 9              | 9            |
| Number of Total Customers           | 3430          | 3438        | 3455        | 3442        | 3451        | 3470        | 3461        | 3479        | 3477        | 3456           | 3456         |
| <b>Service Consumption</b>          |               |             |             |             |             |             |             |             |             |                |              |
| City Commercial Irrigation          | 19,000        | 11,000      | 18,000      | 91,000      | 174,000     | 373,000     | 1,006,000   | 1,159,000   | 1,221,000   | 452,444        | 1,774,222    |
| City Commercial 1 SPF               | 2,724,000     | 2,153,000   | 1,617,000   | 1,386,000   | 1,335,000   | 1,502,000   | 1,805,000   | 1,578,000   | 1,868,000   | 1,392,222      | 2,365,889    |
| City Commercial 3 Water only        | 49,000        | 180,000     | 213,000     | 187,000     | 107,000     | 67,000      | 73,000      | 114,000     | 263,000     | 139,222        | 10,778       |
| City Residential Irrigation         | 1,000         | 1,000       | -           | 1,000       | 1,000       | 18,000      | 19,000      | 28,000      | 28,000      | 10,778         | 8,547,889    |
| City Residential 1 SPF              | 8,001,000     | 7,917,000   | 7,723,000   | 7,606,000   | 7,266,000   | 9,160,000   | 9,539,000   | 9,251,000   | 10,468,000  | 8,547,889      | 8,972,333    |
| City Residential 3 Water Only       | 383,000       | 363,000     | 366,000     | 329,000     | 334,000     | 399,000     | 512,000     | 416,000     | 621,000     | 413,667        | 5,667        |
| Rural Irrigation                    | -             | -           | -           | -           | 3,000       | 2,000       | 19,000      | 15,000      | 12,000      | 5,667          | 47,111       |
| Rural Residential 1 SPF             | 52,000        | 57,000      | 32,000      | 38,000      | 43,000      | 51,000      | 63,000      | 35,000      | 53,000      | 1,139,778      | 6,086,111    |
| Rural Residential 2 Lagoon          | 1,080,000     | 1,097,000   | 969,000     | 977,000     | 1,114,000   | 1,178,000   | 1,222,000   | 1,178,000   | 1,443,000   | 4,893,556      | 16,000       |
| Rural Residential 3 Water Only      | 4,245,000     | 4,230,000   | 4,602,000   | 3,643,000   | 4,285,000   | 4,531,000   | 5,547,000   | 6,352,000   | 6,607,000   | 15,000         | 145,333      |
| Rural Commercial 2 Lagoon           | 16,000        | 17,000      | 14,000      | 16,000      | 16,000      | 16,000      | 14,000      | 17,000      | 18,000      | 16,000         | 129,333      |
| Rural Commercial 3 Water only       | 90,000        | 96,000      | 120,000     | 161,000     | 109,000     | 122,000     | 156,000     | 157,000     | 153,000     | 106,000        | 1,675,667    |
| Zero-Non Billed                     | 120,000       | 31,000      | 31,000      | 28,000      | 19,000      | 162,000     | 162,000     | 181,000     | 260,000     | 106,000        | 17,675,667   |
| Total Gallons of Consumption        | 16,780,000    | 16,153,000  | 15,705,000  | 14,463,000  | 14,806,000  | 17,581,000  | 20,097,000  | 20,481,000  | 23,015,000  | 17,675,667     | 160,698,000  |

## **Parks & Recreation – Director’s Report –October 2021**

### **Quote of the Month**

“All adventures, especially into new territory, are scary.”- Sally Ride

### **Budget**

The budget is still holding where expected. I would like to bring in some more revenue in the last quarter; I think the key to that is going to be getting new staff on board, up to speed, and turning them loose with their ambitions. I expect to bring the fees and charges for 2022 to the Board for approval at the first meeting in November.

### **Event/Program Planning & Recap**

The Glow Dance was rescheduled due to poor weather. We hope to be able to host it the 22<sup>nd</sup> of October. Trunk or Treat will be October 29<sup>th</sup>, with Veterans Day the following Saturday, November 6<sup>th</sup>. The Glow Dance should drive some revenue, Trunk or Treat will be nearly revenue neutral, and Veterans Day will be an expense. Sam (and Taylor) is currently seeking sponsorships for the bigger ticket parts of the event, the fireworks and musical performance.

### **Maintenance**

The Greene County Senior Citizens Tax Fund Board approved funding for community center HVAC repair contingent on the awarding of a qualifying low bid. Building maintenance has a bit of room for the last quarter, but equipment repairs is over budget. As our equipment continues to age-specifically the batwing- I anticipate the expense line to slowly creep north.

### **New Playground Project**

The playground committee has met multiple times in the past month to move the project forward. Currently we are discussing the RFP process to begin a fundraising campaign.

### **Staffing**

Interviews are currently underway for Assistant Director, Recreation Programming, Adult Programs, and Grounds Tech I. We have several well qualified candidates for each position. I am excited to be fully staffed soon and begin to offer new programs, as well as begin clearing our backlog of groundskeeping tasks.

I have issued a second bid for facilities cleaning, with a reduced scope. I am still hoping to be able to reduce the cost of cleaning the City’s assets by allowing a third-party contractor to carry the payroll and benefits associated with those employees.

### **Other**

The Park Board is reviewing the By-Laws, and I expect that there will be a request brought forward to amend those prior to the end of 2021.



**Willard Police Department**  
**September 2021 - Monthly Statistical Report**



| Administration         | Officer – DSN | Case #'s  |
|------------------------|---------------|-----------|
| Tom McClain, Chief     | 1601-001      | 11        |
| Shannon Shipley, Major | 1602-003      | 42        |
|                        | <b>Total</b>  | <b>53</b> |

| Squad #1 | 1604-044     | Billie Deckard, Cpl. | 19         | Squad #2 | 1603-027     | Steve Purdy, Sgt.        | 38         |
|----------|--------------|----------------------|------------|----------|--------------|--------------------------|------------|
|          | 1607-050     | Caleb Steen, Officer | 42         |          | 1609-051     | Wayne Hansen, Officer    | 42         |
|          | 1605-056     | Mark Cole, Officer   | 72         |          | 1608-054     | Stefan Collette, Officer | 66         |
|          |              |                      |            |          | 1610-057     | Matthew Hanson, Officer  | 21         |
|          | <b>Total</b> |                      | <b>133</b> |          | <b>Total</b> |                          | <b>167</b> |

| Reserves                                | Officer      | Officer Names          | Case #'s   | Hours     |
|---|--------------|------------------------|------------|-----------|
|   | 1631-045     | Cindy Garton, SRO      |            |           |
|   | 1630-024     | Andrew Benjamin, SRO   |            |           |
|   | 1641-014     | Brian Gordon, Reserve  |            |           |
|   | 1642-015     | JD Landon, Reserve     |            | 10        |
|   | 1645-047     | Glenn Cozzens, Reserve |            | 2         |
|   | 1646-031     | Andrew Hunt, Reserve   |            |           |
|   | 1643-048     | Tim Wheeler, Reserve   |            |           |
|   | 1647-049     | Brandon Bond, Reserve  |            | 5         |
|   | <b>Total</b> |                        |            | <b>17</b> |
| <b>Total Incidents for the month...</b> |              |                        | <b>353</b> |           |

**Incident Statistics**

|                  |     |                               |     |
|------------------|-----|-------------------------------|-----|
| Felony           | 5   | HBO (Handled by Officers)     | 151 |
| Misdemeanor      | 14  | Use of Force                  | 0   |
| Infraction       | 135 | Dog at Large                  | 3   |
| Other (Services) | 199 | Neglect-0 / Abuse-0 / Bites-1 | 1   |

**Vehicle Maintenance**

| Vehicle                | Odometer Reading | Monthly Mileage | Shifts Used | Miles per Shift | Monthly Maintenance | Year to Date Maintenance |
|------------------------|------------------|-----------------|-------------|-----------------|---------------------|--------------------------|
| WPD-01 2021 Ford F-150 | 4,253            | 1,014           | 22          | 46              |                     | 0                        |
| WPD-03 2013 Charger    | 153,096          | 876             | 15          | 58              |                     | 0                        |
| WPD-04 2018 Explorer   | 82,943           | 1,586           | 24          | 66              |                     | 1,800.66                 |
| WPD-05 2019 Charger    | 59,761           | 1,466           | 15          | 98              |                     | 654.78                   |
| WPD-06 2020 Charger    | 54,829           | 2,422           | 23          | 105             |                     | 1,382.11                 |
| WPD-07 2017 Explorer   | 18,177           | 244             | 14          | 17              |                     | 35.00                    |
| WPD-08 MC Harley       | 5,760            | 0               | 0           | 0               |                     | 0                        |

**Monthly Vehicle Maintenance Details**

|         |         |
|---------|---------|
| WPD-01: | WPD-05: |
| WPD-03: | WPD-06: |
| WPD-04: | WPD-07: |

Misc. Dept. Info:

**Planning and Development Report**  
**October 11, 2021**

**Ongoing Projects/ Developments**

ATM Commercial Subdivision Phase 3- Staff has issued the floodplain development permit and excavation permit to the developer. Staff is waiting on the contractor to proceed with the clearing and grading of the channel.

Canterbury Place Subdivision- Staff currently has sixteen (16) building permits open.

West Ridge- Staff has issued all 20 building permits for Turner Construction, and foundations have started on all twenty (20) homes.

Miller Rd. Project- The contractor has finished the punch list and staff is awaiting word from the engineer to schedule the second walk thru inspection to verify the punch list items have been completed.

CMH- Staff has completed several inside inspections – work continues inside and out. The developer is still planning on end of year completion.

Tanners Auto Body Shop – The contractors have the red iron put up and are starting to insulate and put metal on the building.

Stone Creek Phase 2 and 3- Staff is currently reviewing construction plans from the developer. Cochran Engineering is also reviewing for code compliance.

Hoffman Hills Subdivision- Staff is still waiting construction plans from the developer.

Commercial Infill/Remodel Projects – Hive Restaurant -starting renovation, Cornelison State Farm Insurance- plans have been approved. Hog Tide BBQ should be opening soon. A Nail Salon will be moving into a vacant space next to the Apple Market.

Additional ongoing projects – T-Mobile, Verizon Plan reviews, issuing Building permits, Building Inspections, Nuisance Complaints, water loss, wastewater engineering report, filing and processing Non -Residential User Pretreatment Questionnaires and FOG inspections paperwork, Pavement Maintenance plan review, scheduling Inflow and Infiltration work. Staff continues to assist other departments and both Engineering firms- Algiers Martin and Cochran Engineering as needed.

Planning Assistant- Please see the Planning Assistant report

If you have any questions, please contact me at City Hall or [develop@cityofwillard.org](mailto:develop@cityofwillard.org)  
Randy Brown, Director of Development

**Planning and Development:**

23 permits were issued in July totaling \$23,035.50 in permit fees collected and has an estimated construction cost of \$2,013,500. Estimated value of work done year to date is \$12,195,505.89, with total permit fees collected at \$131,172.95

Completed a monthly permit sunshine request for Buildzoom, and Dodge Data and Analytics

We're still receiving pre-treatment surveys and F.O.G. information

Sent recent Certificate of Occupancies to Greene County Assessor

Invoiced for reimbursement

**Mapping:**

Map for B Lift Station's smoke testing

Water map for leak detection

**Prosecuting Clerk:**

380 Open cases without dispositions (284 have active warrants)

241 Open cases with dispositions, are pending payments (193 have active warrants)

49 Probation cases (10 have a class or community service hours to complete)

5 Deferred cases (all have completed class or community service that was required)

1 Discovery, and 4 plea offers were sent to defense attorneys

There were no trials this month. There is one trial on schedule for October

**-Abigail Brixey**

**CITY CLERK: (Informational only) SEPTEMBER 2021**

~Issued 8 Business Licenses.

~Assisted other departments with grant paperwork and research.

~Completed all Agendas, packets, Proclamations, Resolutions, Ordinances and typed Minutes for BOA, BOADJ, P&Z, ECDTF, Traffic Committee and Tree Board.

~Updated website with new information.

~Maintained updated "streetlight outage" list and ensured Liberty was notified.

~Created bid proposals and advertisements and processed them.

~Ensured public notices were completed and sent to the paper.

~Completed Sunshine requests as received.

~Updated Business listing with the Fire Department.

~Signed off on Fall brochure for National League of Cities.

**EMERGENCY MANAGEMENT: (Informational only) SEPTEMBER 2021**

~Monitoring Covid-19 and continuing updates with Greene County.

~Monitored weather during severe storms.

~Wrote and was awarded a grant for additional EMPG funding through ARPA. Notified that I was awarded \$20,826.60 to assist with the Greene County contract as well as some office supplies. This is a 50/50 grant, so our match will be \$10,413.30, with \$10,413.30 coming from Federal funds. Only 47 applications were awarded.

~Completed 4-day Hazardous Weather and Flooding Preparedness Course.

**COVID-19:**

Staff is continuing to maintain precautions to prevent the spread of Covid-19 within the office.



## MUNICIPAL DIVISION SUMMARY REPORTING FORM

*Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.*

|   |     |  |  |                          |
|---|-----|--|--|--------------------------|
| <b><u>I. COURT INFORMATION</u></b>  |     | Municipality: WILLARD  | Reporting Period: Sep 1, 2021 - Sep 30, 2021 |                          |
| Mailing Address: 224 W JACKSON ST, WILLARD, MO 65781  |     |  |  |                          |
| Physical Address: 224 W JACKSON ST, WILLARD, MO 65781   |     |  | County: Greene County                        | Circuit: 31              |
| Telephone Number:   |     | Fax Number:  |  |                          |
| Prepared by: TERRY FORSHEE  |     | E-mail Address:  |  |                          |
| Municipal Judge: BAREFIELD  |     |  |  |                          |
| <b><u>II. MONTHLY CASELOAD INFORMATION</u></b>  |     |  |  |                          |
|   |     | Alcohol & Drug<br>Related Traffic  | Other<br>Traffic                             | Non-Traffic<br>Ordinance |
| A. Cases (citations/informations) pending at start of month   |     | 16   | 283  | 99                       |
| B. Cases (citations/informations) filed   |     | 1  | 36   | 7                        |
| C. Cases (citations/informations) disposed  |     |  |  |                          |
| 1. jury trial (Springfield, Jefferson County, and St. Louis County only)  |     | 0  | 0  | 0                        |
| 2. court/bench trial - GUILTY   |     | 0  | 0  | 0                        |
| 3. court/bench trial - NOT GUILTY   |     | 0  | 0  | 0                        |
| 4. plea of GUILTY in court  |     | 3  | 17   | 5                        |
| 5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs) |     | 0  | 7  | 0                        |
| 6. dismissed by court   |     | 0  | 3  | 0                        |
| 7. <i>nolle prosequi</i>  |     | 0  | 0  | 0                        |
| 8. certified for jury trial (not heard in Municipal Division)   |     | 0  | 0  | 0                        |
| <b>9. TOTAL CASE DISPOSITIONS</b>   |     | <b>3</b>   | <b>27</b>                                    | <b>5</b>                 |
| D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]                                     |     | 14   | 292  | 101                      |
| E. Trial de Novo and/or appeal applications filed   |     | 0  | 0  | 0                        |
| <b><u>III. WARRANT INFORMATION (pre- &amp; post-disposition)</u></b>  |     | <b><u>IV. PARKING TICKETS</u></b>  |  |                          |
| 1. # Issued during reporting period   | 17  | 1. # Issued during period  | 0  |                          |
| 2. # Served/withdrawn during reporting period   | 26  | <input checked="" type="checkbox"/> Court staff does not process parking tickets |  |                          |
| 3. # Outstanding at end of reporting period   | 496 |  |  |                          |

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

|                                 |                       |  |
|---------------------------------|-----------------------|--|
| <b><u>COURT INFORMATION</u></b> | Municipality: WILLARD | Reporting Period: Sep 1, 2021 - Sep 30, 2021 |
|---------------------------------|-----------------------|--|

| <b><u>V. DISBURSEMENTS</u></b>  |                   |  |          |
|---|-------------------|--|----------|
| <b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b> |                   | <b>Other Disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs. |          |
| Fines - Excess Revenue  | \$1,967.05        | Court Automation   | \$233.80 |
| Clerk Fee - Excess Revenue  | \$231.00          | Due To Debt Collection   | \$652.05 |
| Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue   | \$7.77            | Judicial Facility Srchg CT31   | \$310.00 |
| Bond forfeitures (paid to city) - Excess Revenue  | \$0.00            | <b>Total Other Disbursements</b>   |          |
| <b>Total Excess Revenue</b>   | <b>\$2,205.82</b> | <b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>  |          |
| <b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>    |                   | <b>Bond Refunds</b>  |          |
| Fines - Other   |                   | \$244.68   |          |
| Clerk Fee - Other   |                   | <b>Total Disbursements</b>   |          |
| Judicial Education Fund (JEF)<br><input type="checkbox"/> Court does not retain funds for JEF                                 |                   | \$5,879.38   |          |
| Peace Officer Standards and Training (POST) Commission surcharge  |                   |  |          |
| Crime Victims Compensation (CVC) Fund surcharge - Paid to State   |                   |  |          |
| Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other  |                   |  |          |
| Law Enforcement Training (LET) Fund surcharge   |                   |  |          |
| Domestic Violence Shelter surcharge   |                   |  |          |
| Inmate Prisoner Detainee Security Fund surcharge  |                   |  |          |
| Sheriffs' Retirement Fund (SRF) surcharge   |                   |  |          |
| Restitution   |                   |  |          |
| Parking ticket revenue (including penalties)  |                   |  |          |
| Bond forfeitures (paid to city) - Other   |                   |  |          |
| <b>Total Other Revenue</b>  |                   | <b>\$2,233.03</b>  |          |



# CITY OF WILLARD, MISSOURI

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



Agenda Item# 6

## **Presentation by Cochran Engineering on Pavement Preservation Plan.**

# City of Willard

## Preventive Pavement Maintenance Plan



Prepared For:

City of Willard,  
Missouri

Prepared By:



August 2021

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## Attachments



## Introduction

Road pavements gradually deteriorate due to weather and daily traffic loads. Once the condition of a pavement deteriorates beyond a certain point, reconstruction is the only means of repair. Before the pavement reaches that point, relatively inexpensive preventive maintenance techniques can cut short the cycle of deterioration, improve the pavement condition, and postpone the need for expensive reconstruction.

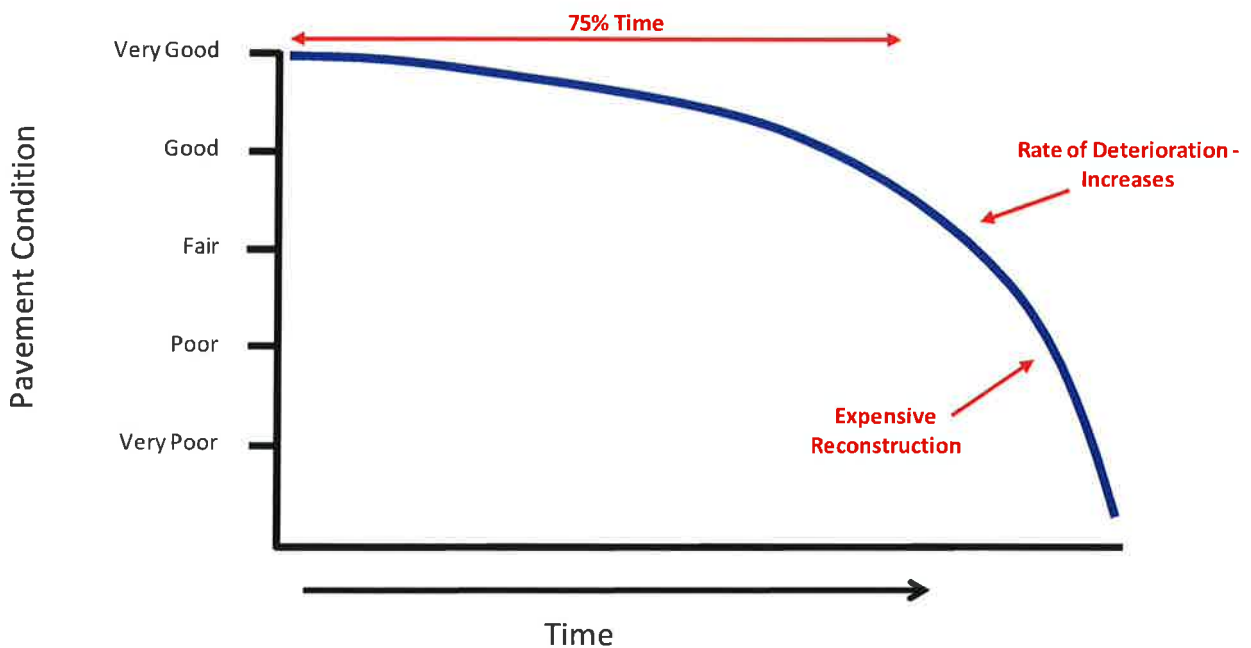


The goal of this Preventive Pavement Maintenance Program (PPMP) is to become pro-active with regard to pavement repairs, which will stop potholes before they start – thereby reducing regular maintenance costs – and stretch reconstruction dollars by extending the life of the pavement that has not yet deteriorated too severely. Ultimately, the program will not only improve the streets in City of Willard, but help make better use of City funds as well.

## Preventive Pavement Maintenance Program

The figure below represents a pavement performance curve in terms of rehabilitation costs. You can see that rehabilitation costs increase by over 4 times if rehabilitation is deferred only 12% of a pavement’s design life. For typical pavements, 12% amounts to only about 2 years. In view of this fact, deferred rehabilitation is very expensive. Good pavement maintenance management dictates that rehabilitation occur at a time so as to derive the greatest benefit (or extension of serviceability) possible. The problem becomes very complex since each different pavement structure has a different performance curve and on similar structures with similar curves different pavements will be at a different point in their service lives.

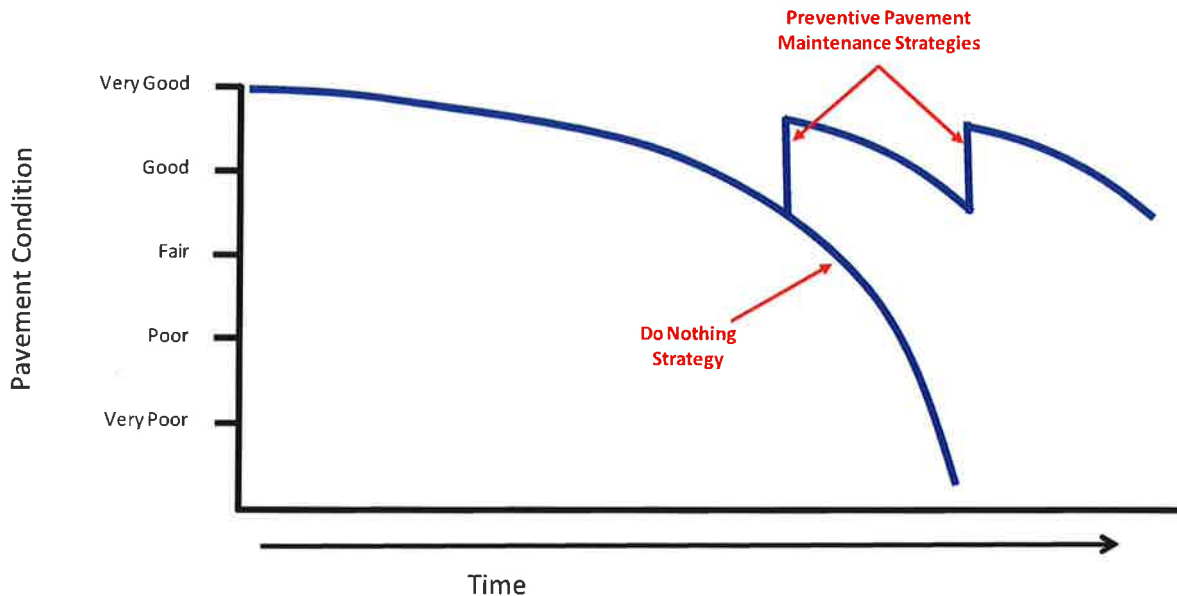
An important point can be concluded here. Unless a jurisdiction has all the money for rehabilitation, it is almost certainly a mistake to program rehabilitation on a “worst-first” basis. Maximum benefit cannot be derived from the limited public funds available if an agency binds itself to a “worst-first” programming philosophy.



Our proposed Preventive Pavement Maintenance Program establishes a guideline to preserve the structural integrity and extend the service life of the City’s street network.



A preventive maintenance program is a systematic approach to using a series of preventive maintenance treatments over time. One treatment will improve the quality of the pavement surface and extend the pavement life, but the true benefits of pavement maintenance are realized when there is a consistent schedule for performing the preventive maintenance. The graphic below illustrates this process:



As a result, the performance of pavements depend upon the type, time of application, and quality of the maintenance it receives. Pavement maintenance can be classified into three types of pavement maintenance operations:

- **Routine maintenance** is the day-to-day maintenance activities that are scheduled or whose timing is within the control of our street maintenance personnel. Examples of routine maintenance include filling cracks in pavement as necessary, street sweeping, trash collection, and re-painting faded pavement markings.
- **Reactive Maintenance** are activities that must be done in response to events beyond the control of the City's Street Department. Some events require response as soon as possible to avoid serious consequences because a present or imminent danger exists. Reactive maintenance cannot be scheduled because they occur without warning and often must be immediately addressed. Examples of reactive maintenance activities include pothole patching, removing and patching pavement blowups.

- **Preventive Maintenance** is the planned strategy of cost-effective treatments to an existing roadway system that preserves the system, retards future deterioration and maintains or improves the functional condition of the system without significantly increasing structural capacity. In essence, preventive maintenance activities protect the pavement and decrease the rate of deterioration. Preventive maintenance should be performed on pavements that have oxidized (i.e. surface skin of oil has worn off), but not when significant cracking and joint separation is exhibited.



All types of maintenance are needed in a comprehensive pavement maintenance program. However, emphasizing preventive maintenance may prevent a pavement from requiring reactive maintenance. Although all three types of maintenance are important, we have created this PPMP to cost-effectively prolong the pavement service life of Willard City streets.

### **In Summary:**

Delays in preventive maintenance increase the quantity of pavement defects and their severity so that, when corrected, the cost is much greater. The purpose of our PPMP is to protect the pavement structure, slow the rate of pavement deterioration and correct pavement surface deficiencies. As an aid to assess the effectiveness of the PPMP, a yearly review should be conducted on all City owned and maintained streets.

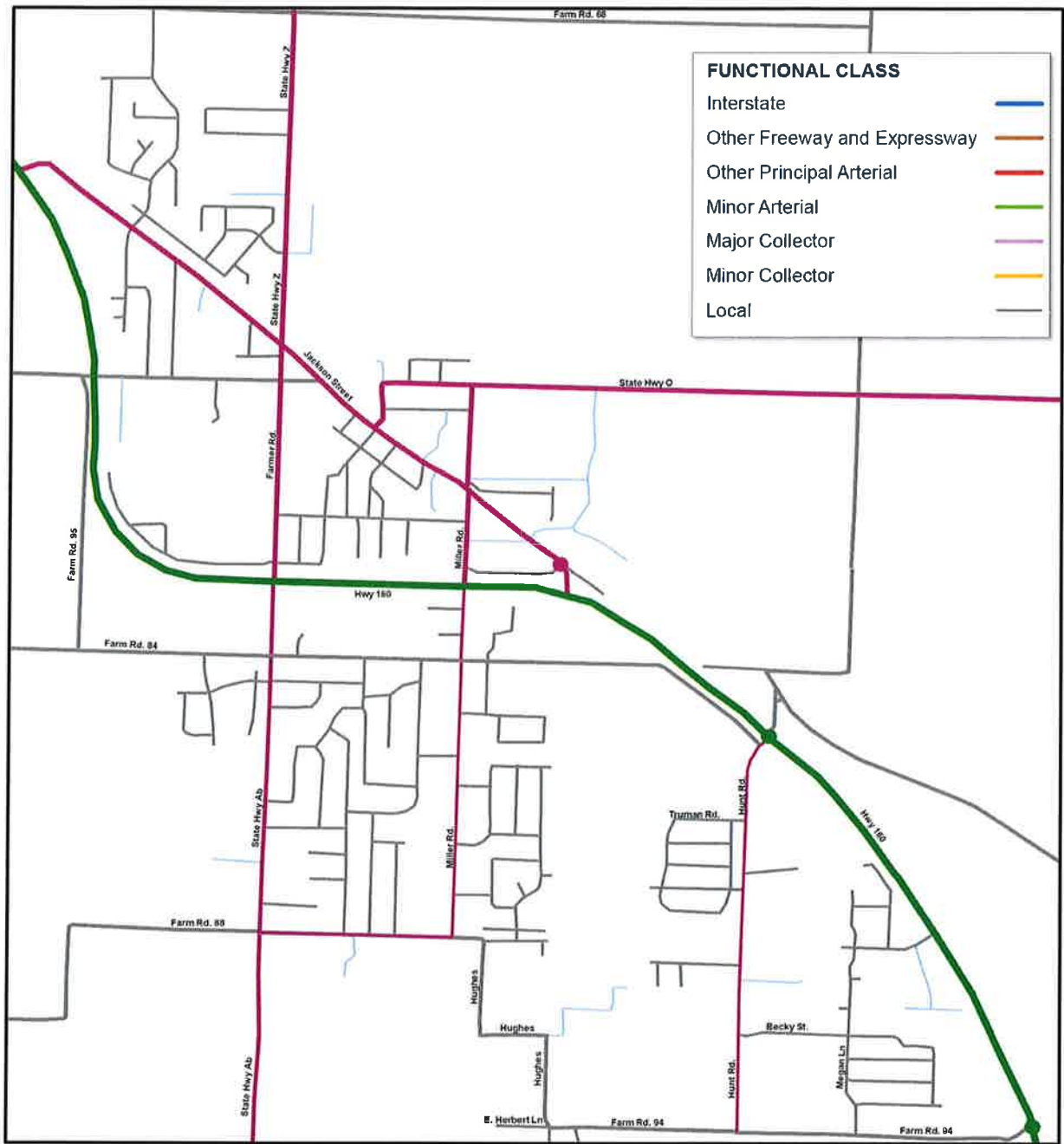
## Framework and Strategy – Program Development

It is important to note that City representatives and Cochran staff will meet numerous times to: a) integrate ideas from different perspectives; and b) work together to create an implementation plan that made sense from a public perception standpoint and City budgeting perspective.

Both parties learned from each other and worked together to develop the plan. As a result, we developed this plan based on the following issues and circumstances, which were specific to the Willard street network system.

1. **Existing Pavement Conditions** - we assessed the pavement conditions of all of the streets and determined the appropriate levels of maintenance that were/could be warranted.
2. **Classification by Roadway Type** - we grouped and clustered the roadways by type/characteristic. Specifically, we identified roadways into four categories: a) residential asphalt streets; b) arterial asphalt roadways; c) concrete roadways; and d) roadways that qualify for federal funding.
3. **Roads Eligible for Federal Funding** - the Missouri Department of Transportation (MoDOT) maintains a master list of roadways eligible for federal funding. MoDOT is responsible for maintaining and updating the region's Roadway Functional Classification System mandated under federal law. Roadways are classified according to their urban or rural setting and the type of service they provide based on considerations such as: connectivity, mobility, accessibility, vehicle miles traveled, average annual daily traffic, and abutting land use. The purpose of roadway functional classification is to describe how travel is channelized through the roadway network and to determine project eligibility for inclusion in the Long Range Plan and short-range Transportation Improvement Program (TIP). A roadway must already be classified at minimum as a planned or existing Urban Collector or Rural Major Collector in order to be eligible for federal funds allocated in the TIP. The map on the following page shows the current status of roadways eligible in the City of Willard.

The roadways that are colored are currently eligible for federal funding in Willard.



4. **Group Concept** - we determined that it would be more cost effective from a bid pricing standpoint to combine roads in grouped areas. This would save extra mobilization costs and minimize disruption to the residents. This group concept would eliminate the need for the paving contractor to jump to three different areas in the City during a paving operation. It makes more sense to group streets together for maintenance/rehabilitation from a cost and mobilization standpoint. In addition, this idea would help prevent construction trucks driving over pavements that were resurfaced the year before.
5. **Construction Cost Estimating** – we quantified and estimated the cost of each street’s proposed treatment.
6. **Program Budget** - the program was developed in a way that the City could plan and budget to make the plan work. It is important to take into consideration of the City’s budget regarding when the streets would be treated. We assumed an approximately \$1,000,000 allocation of funds for the preventive pavement maintenance program.
7. **Pavement Treatment Selection** - final development of the plan based on the cost and performance of the preferred pavement treatments as described in the next section.

## Preferred Pavement Treatment Types

This PPMP utilizes surface treatments as categories of work. These surface treatments are targeted at pavement surface defects primarily caused by the environment and vehicular loads. Preventive maintenance treatments used to protect the pavement structure and slow the rate of pavement deterioration include the following:

- Crack and Joint Sealing
- Slurry Seal
- Microsurfacing – **not recommended**
- Nova Chip – Ultra Thin Asphalt
- Surface Milling, Paving Fabric, and Asphalt Overlay
- Full Depth Pavement Replacement

---

### Crack and Joint Sealing

**Description:** Crack and joint sealing consists of cleaning the crack in the pavement surface and placing the specified materials into and above the crack to substantially reduce infiltration of water and to reinforce the adjacent pavement. The fill method consists of cutting the desired reservoir shape at the working crack in the existing surface,



cleaning the cut surfaces and placing the specified materials into the cavity to prevent the intrusion of water and incompressibles into the crack.

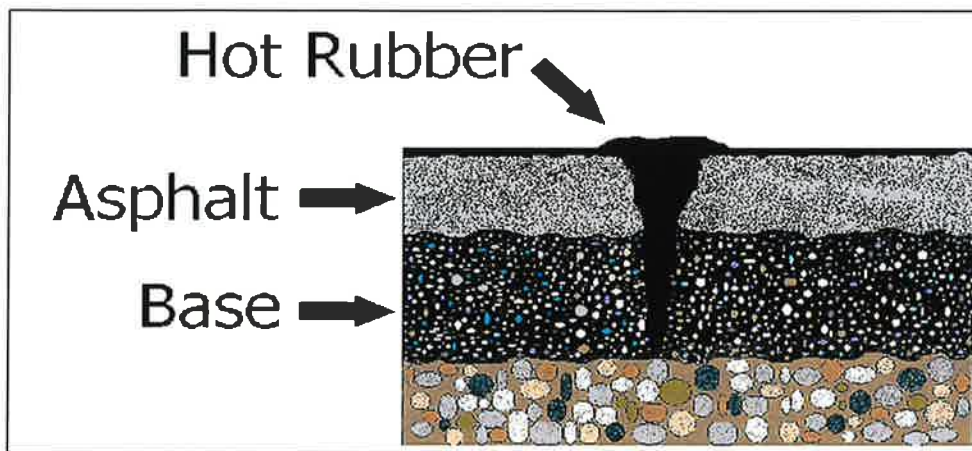
**Purpose:** The purpose of sealing and filling cracks in the pavement surface is to prevent water and incompressibles from entering the pavement structure.

**Existing pavement condition:** Concrete pavements should have cracks filled every two years. On asphalt pavements, crack filling should begin two to four years after resurfacing, and on a composite pavement, one to two years old. The visible surface distress may include: fairly straight open longitudinal and transverse cracks with slight secondary cracking and slight raveling at the crack face, and no patching or very few patches in excellent condition.

**Existing pavement surface preparation:** None.

**Performance:** The effectiveness of the seal will greatly depend upon the width of crack being sealed and the movement of the pavement structure at the crack.

**Life Extension:** This treatment is not a one shot operation. In order to maintain the sealed pavement surface, a routine maintenance crack sealing and filling operation should follow up this treatment, as additional cracks develop.



## Slurry Seal

**Description:** A Slurry Seal is a cold, mixed asphalt slurry. It consists of emulsified asphalt, graded fine aggregate and additives. It is a hard wearing surfacing for pavement preservation. Mixing and spreading are accomplished in one continuous operation. The surface may be reopened to travel within a few hours.

**Purpose:** The purpose of Slurry Seal is to extend the life of the existing pavement by protecting it from oxidation and deterioration. This process creates an even-textured surface. Slurry Seals treat aged and raveled pavements by filling minor cracks, replacing lost surface aggregate, restoring skid resistance and restoring aesthetic appeal. It may be used on freeways, residential streets, parking lots and any area that needs the pavement to be preserved.

- Protects the road structure
- Perfect for residential/low traffic roads
- Good skid resistance

**Existing pavement condition:** The existing pavement should exhibit a uniform cross section and a good base. The visible distress may include slight cracking, rutting, minor surface irregularities, flushed or polished surface.

**Performance:** A slurry seal performs well on roadways to correct pavement surface conditions described above.

**Life Extension:** We expect that slurry seal applied at warranted conditions will provide a life extension of 4 years on arterial streets and 5 years on residential/low volume streets.





## Micro-surfacing

**Description:** Micro-Surfacing is a mixture of polymer modified asphalt emulsion, mineral aggregate, mineral filler, water, and other additives, properly proportioned, mixed, and placed on a paved surface.



**Purpose:** A single course micro-surfacing will retard oxidation and improve skid resistance in the pavement surface. A multiple course micro-surfacing is used to correct certain pavement surface deficiencies including severe rutting, minor surface profile irregularities, polished aggregate or low skid resistance and light to moderate raveling. Micro-surfacing is typically used on flexible or composite pavements and can perform under all traffic volumes.

**Existing pavement condition:** The existing pavement should exhibit a uniform cross section and a good base. The visible distress may include slight cracking, rutting, minor surface irregularities, flushed or polished surface and/or moderate raveling.

**Existing pavement surface preparation:** Surface preparation typically includes crack fill, bump removal if necessary, removal of thermoplastic pavement markings and seal patching for large voids and potholes.

**Performance:** A micro-surface performs well on roadways to correct pavement surface conditions described above.

**Life Extension:** We expect that micro-surfacing applied at warranted conditions will provide a life extension of 5 years on arterial streets and 6 years on residential/low volume streets.

**Performance Limitations:** A standard micro-surfacing formulation should not be used on a pavement with moderate to heavy surface cracks. Due to its brittle nature, it is a poor crack sealer. Because micro-surfacing mixes require warm to moderate temperatures for curing, the City should plan to only perform this work in the middle of the summer.

**Not Recommended:** Unfortunately, numerous micro-surfacing projects throughout the area have exhibited extensive stripping from the existing pavement. As a result, after three to five years, the aesthetic look of the striped micro-surfacing pavements is criticized by residents and public officials. Therefore, we do not recommend this preventive pavement maintenance treatment for the City of Willard.



## Nova Chip

**Description:** The Nova Chip (Ultra Thin Asphalt) paving process places a thin, coarse aggregate hot mix over a special asphalt membrane, on an existing asphalt surface. NovaChip combines a surface seal with a hot mix level-paving surface and the flexibility of a thin maintenance treatment, which results in a durable surface



**Purpose:** The special NovaBond membrane prevents water leakage and provides a superior bond to the old asphalt or concrete surface.

**Existing pavement condition:** NovaChip can be used as preventative maintenance or as a surface rehabilitation treatment. The NovaChip results in a thinner surface than hot mix, making it suitable where over height clearance and drainage profile problems may occur. It's good for high traffic areas because the process moves quickly and all in one pass. This means the road will be opened sooner resulting in less traffic delays.

**Existing pavement surface preparation:** Surface preparation typically includes minor milling at commercial entrances, bump removal if necessary, removal of thermoplastic pavement markings and patching for large voids and potholes.

**Performance:** This type of treatment will protect the remaining pavement structure, slow the rate of deterioration and improve the ride quality.

**Life Extension:** We expect that NovaChip applied at warranted conditions will provide a life extension of 6-8 years on arterial streets and 7-9 years on residential/low volume streets.

**Performance Limitations:** This treatment should not be used on an existing pavement that shows evidence of a weak base.



## Surface Milling with Bituminous Overlay

**Description:** The removal of an existing bituminous surface by the cold milling method, placement of paving fabric, and the placement of a dense graded bituminous mixture. In most streets in Willard, we recommend the MoDOT BP-2 mixture of asphalt.

**Purpose:**

Milling - The cold milling operation is used to: (1) correct specific existing surface deficiencies, and (2) correct the shape of the existing cross section. The cold milling operation is used to correct rutting in the existing bituminous surface layer where the rutting is not caused by a weak base and when the condition of the existing pavement has deteriorated to a point where it is not practical to correct the problem by a more economical treatment. The cold milling operation is also used to remove an existing bituminous course that is debonding and to remove the existing bituminous surface to retain the existing curb face.



Paving Fabric - The paving fabric is used as a water proofing membrane and increases pavement life in three ways:

1. Substantially eliminates the number one cause of pavement deterioration, water intrusion through the asphalt.
2. Slows reflective cracking from existing asphalt or concrete pavements. FHWA studies show that cracks as small as 1/8 inch will allow 97% of the water striking the pavement to pass through to the base. Slight movements associated with old cracks or joints are dissipated by the membrane. More importantly, even if the crack reflects through, the membrane remains intact and continues to waterproof.
3. Studies show that paving fabrics increase the fatigue life by 100% to 300%. Asphalt is a flexible pavement and research has shown that pavements with a paving fabric can flex two to three times more before fatigue failure.



Asphaltic Surface Course - The bituminous overlay replaces the bituminous material that is removed.



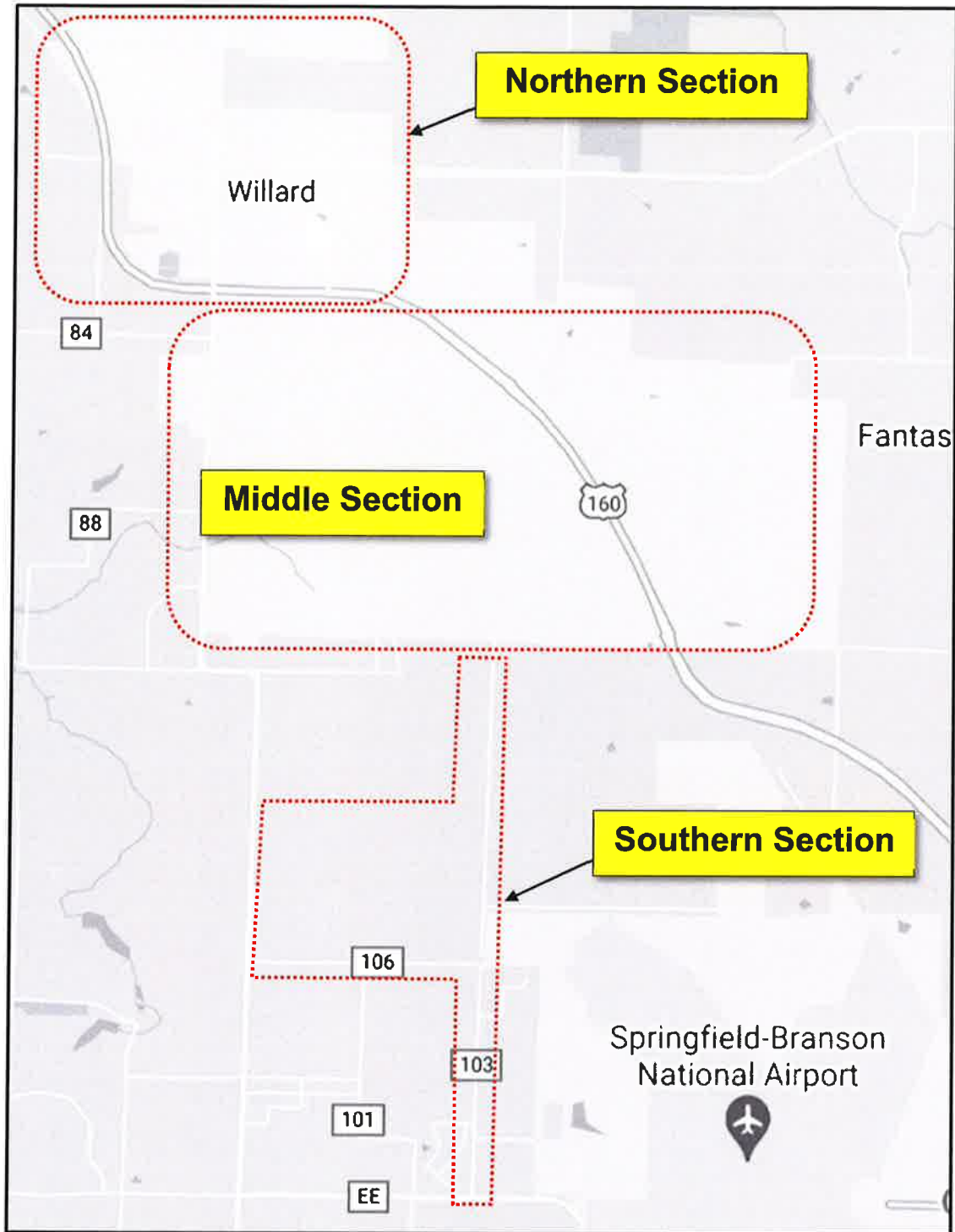
**Existing Pavement Condition:** The existing pavement should exhibit a good base condition. The visible surface distress may include: severe surface raveling, multiple longitudinal and transverse cracking with slight raveling, a small amount of block cracking, patching in fair condition, debonding surface and slight to moderate rutting.

**Performance:** This type of treatment will protect the remaining pavement structure, slow the rate of deterioration and improve the ride quality.

**Performance Limitations:** This treatment should not be used on an existing pavement that shows evidence of a weak base.





Map Showing City of Willard







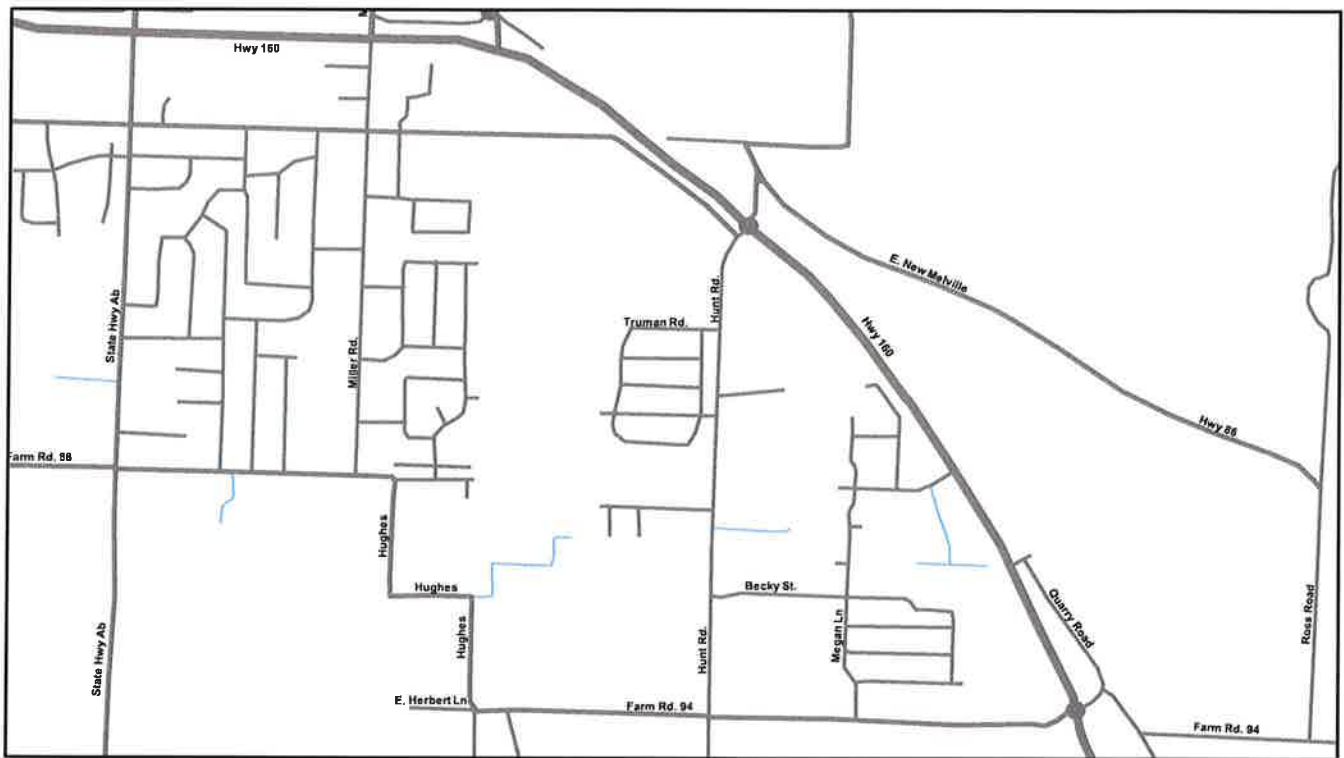
Street Map – Northern Section

Public Roadways   
Private Roadways 




Street Map – Middle Section

Public Roadways   
Private Roadways 



Street Map – Southern Section

Public Roadways 

Private Roadways 



**Group Concept** – as discussed above, we determined that it would be more cost effective from a bid pricing standpoint to combine certain roads into grouped areas. This would save extra mobilization costs and minimize disruption to the residents. This group concept would eliminate the need for the paving contractor to jump to three different areas in the City during a paving operation. It makes more sense to group streets together for maintenance/rehabilitation from a cost and mobilization standpoint. In addition, this idea would help prevent construction trucks driving over pavements that were resurfaced the year before.

### North Side Groupings:

#### Watson Group

- Watson Street
- Walnut Lane
- Howard Street
- S. Willow Lane

#### Main Group

- Jefferson Street
- S. Main Street
- Pershing Street
- E. Robberson Street
- South Street
- Howard Street
- S. Perryman Street

#### Dennis Group

- Dennis Street
- King Street
- Williams Street
- Mill Street

#### Wiley Group

- Arrowhead
- W. Wiley Street
- N. Langston Street
- N. Grand Prairie Drive
- Lynne Drive
- Cherry Lane
- Dorcas Drive
- Tatum
- Case



**Deer Run Group**

- Holly Ridge Road
- Deer Run
- Finch Court
- Meadowlark
- Sparrow Lane
- Long
- Holly Ridge

**Eagle Group**

- Eagle Lane
- Pheasant
- Wren Road

**Arrowhead Group**

- Arrowhead Road
- W. Fall Creek Road
- Deer Run
- Sedona Lane
- Willowridge Lane
- Holly Circle
- Grand Prairie Drive

**Miller Group**

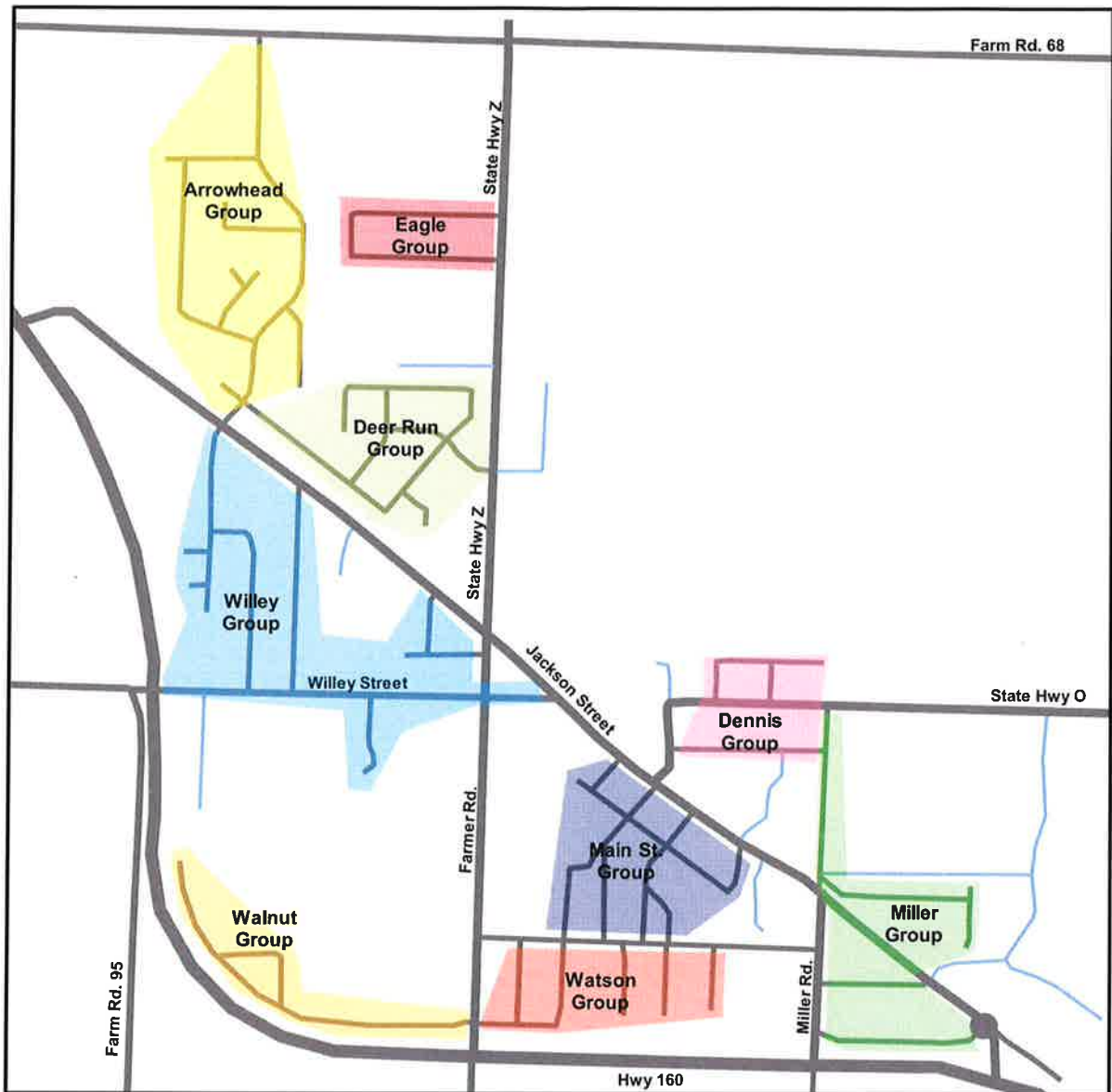
- N. Miller
- Beam Street
- Grant Street
- Lester Street
- E. Walnut Street

**Walnut Group**

- W. Walnut Lane
- Grand Prairie
- Dawn Dec



Grouping Map – Northern Section



**South Side Groupings:****Becky Group**

- Becky Street
- Owen Lane
- Colby Street
- Shelley Street
- Sidney Street
- Hughes Road
- Rocky Lane
- Buck Road
- Wright Road
- Megan Lane

**Truman Group**

- Truman Road
- Silverleaf Lane
- Cedar Lan
- Osage Drive
- Pine Street
- Saratoga
- Fox Creek

**Logan Group**

- E. Logan
- Saratoga Road
- Fox Creek Road

**Daniel Group**

- Daniel Lane
- Mathew Lane
- Berry Lane
- Hill Street

**Jeb Group**

- Jeb Street
- Daniel Lane
- Darin Lane
- Berry Lane
- Covington Road



**Race Group**

- Race Road
- Daniel Lane
- Cedard Lane
- Berry Lane
- Osage Drive
- Stone Creek Road
- Pine Street
- Red Rock



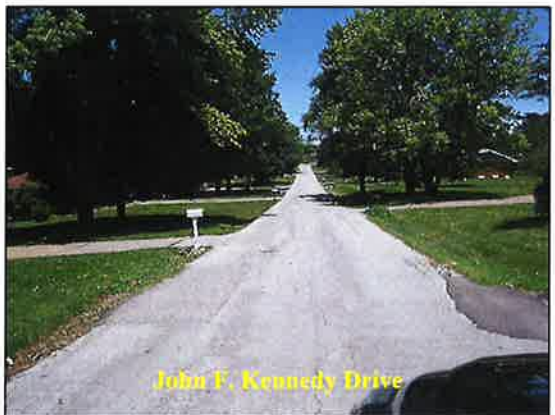
**Ridgeview Group**

- Ridgeview Drive
- Fonda Lane
- Pebble Creek Lane
- Jacaranda
- Silver Leaf Drive
- Pershing Street
- Barwick Place
- Mark Street



**Southview Group**

- Southview Drive
- W. Crighton Drive
- Kings Drive
- Mark Street
- Bray Drive
- John F. Kennedy Drive
- Jeb Street
- S. Barkwick Place
- Pershing Street
- Main Street
- Watson Avenue



**Proctor Group**

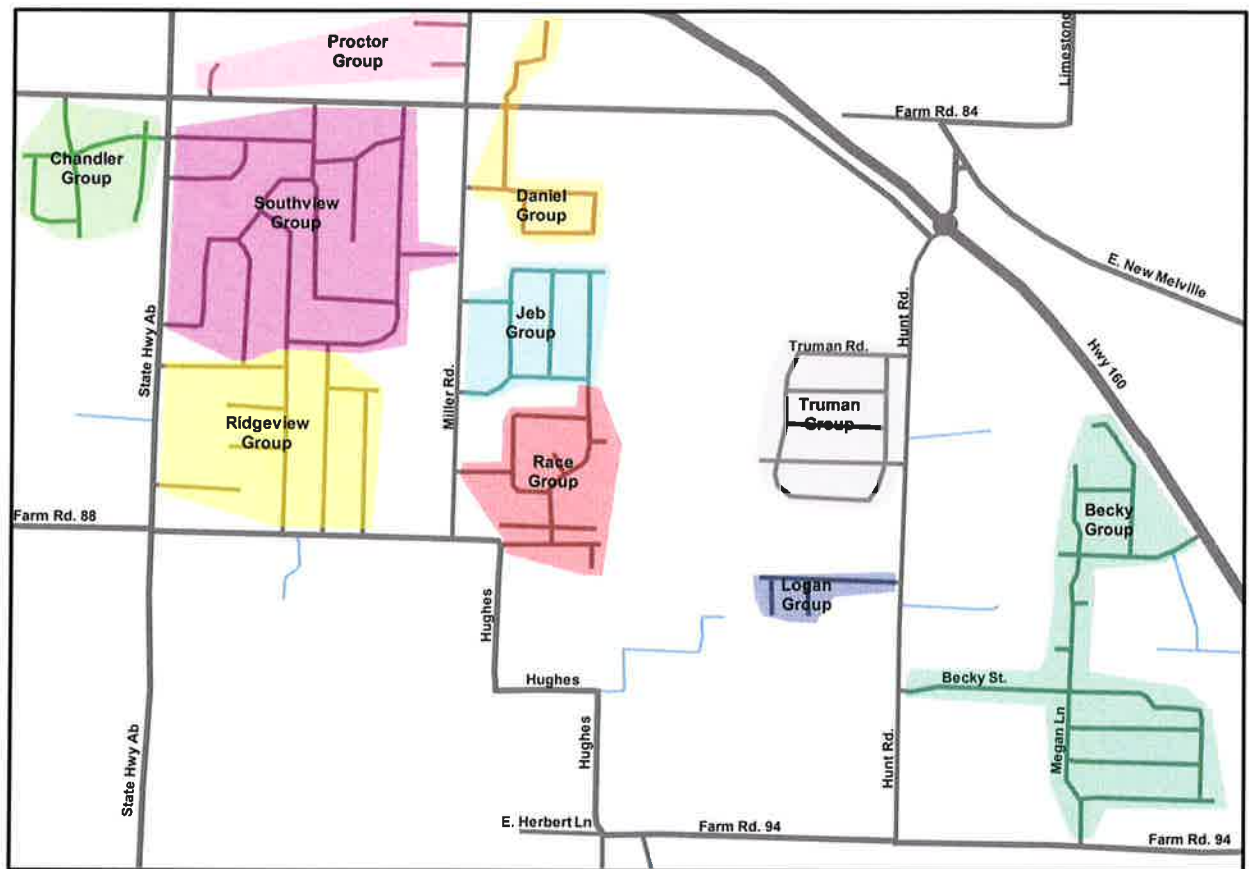
- Proctor Road
- Excalibur Court
- Watson Street

**Chandler Group**

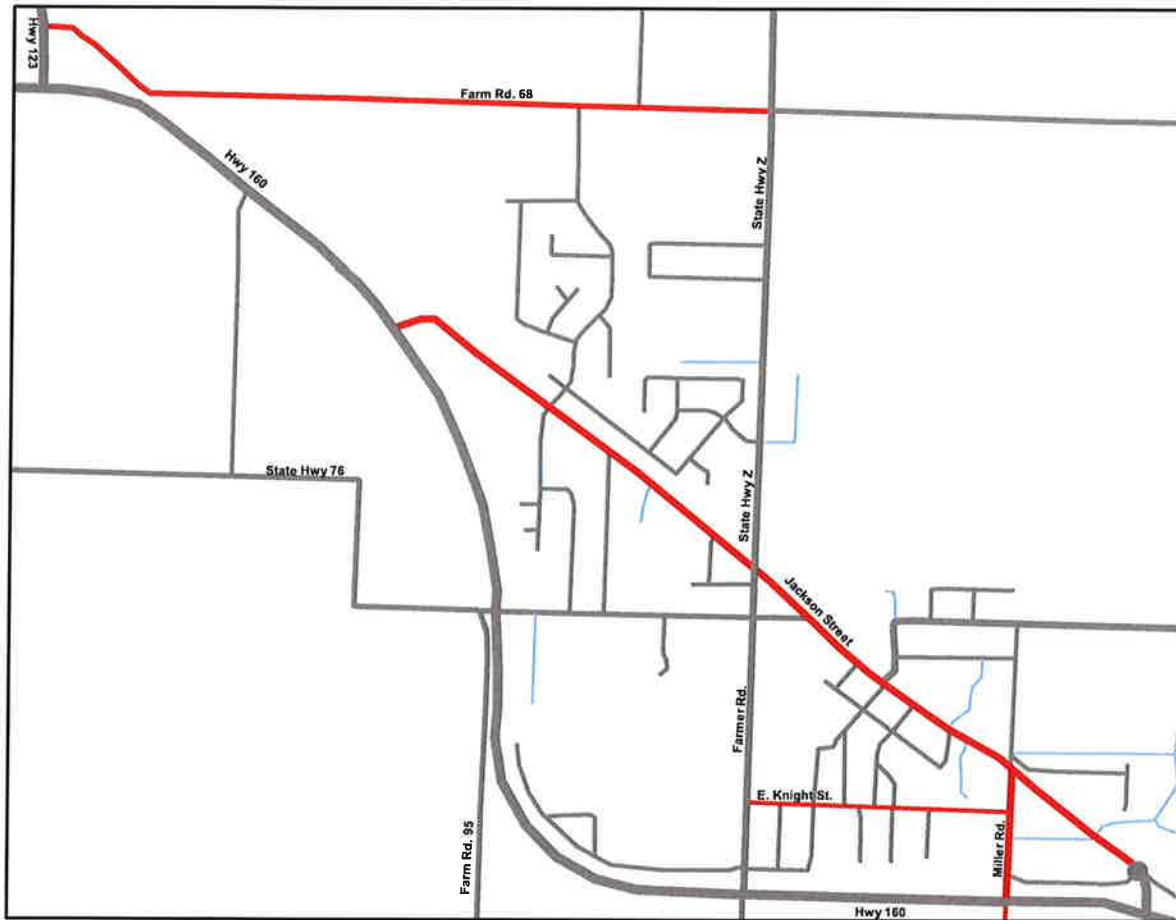
- W. Chandler Drive
- Southview Drive
- Emily Lane
- Sarah Court



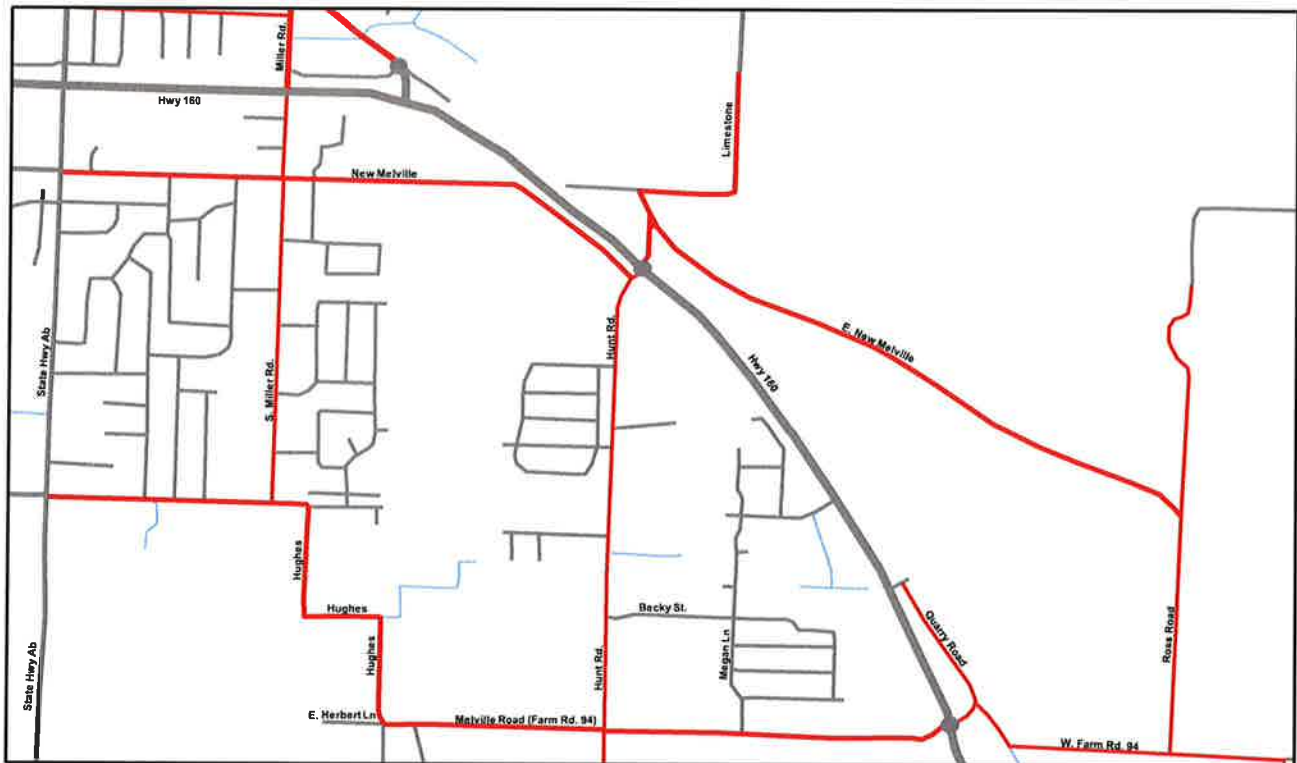
### Grouping Map – Middle Section



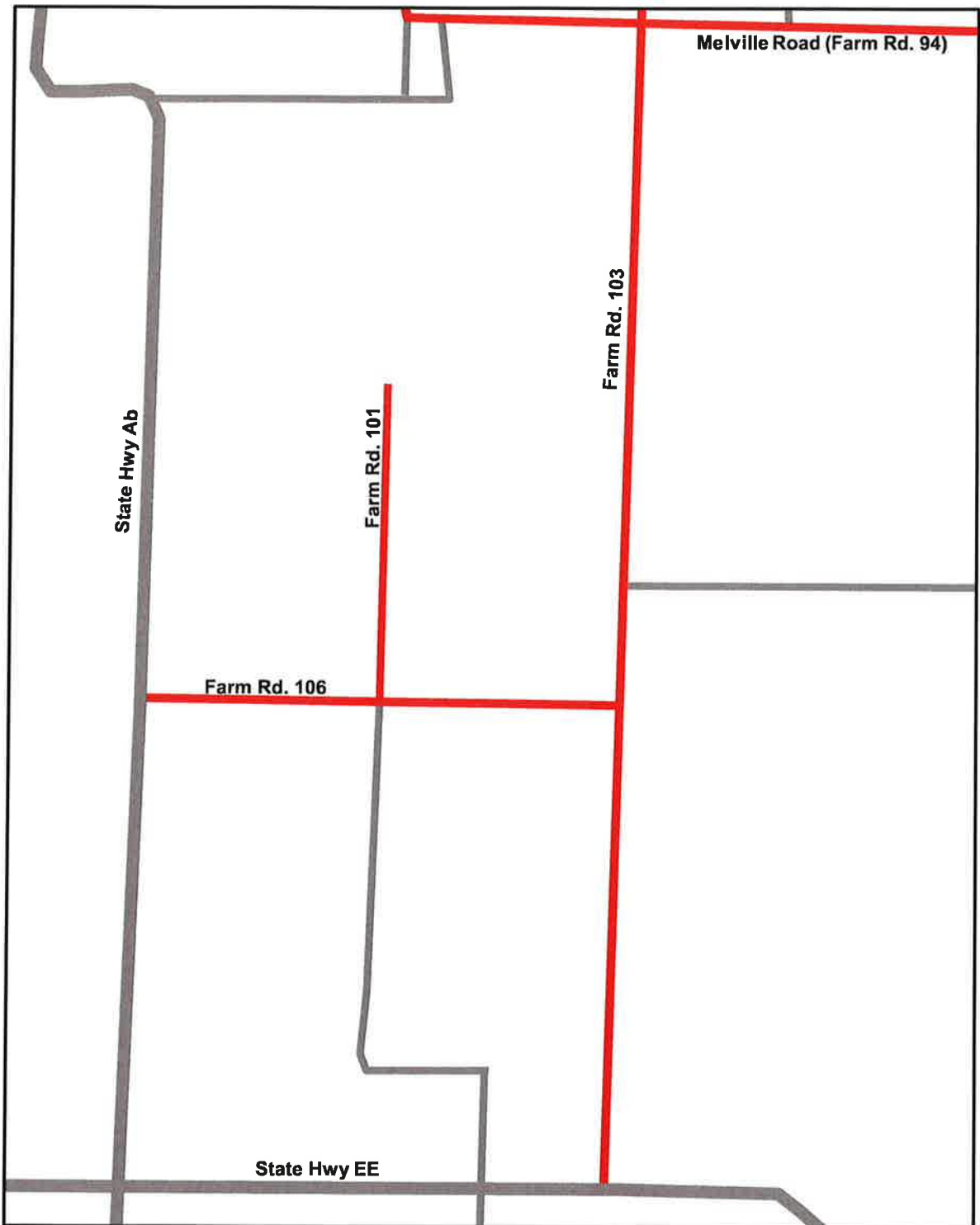
Arterial Roadway Map – Northern Section



Arterial Roadway Map – Middle Section



Arterial Roadway Map – Southern Section



**Pavement Resurfacing Schedule – all budget estimates are present value**

| Project Description         | 2022 |                  | 2023 |                  | 2024 |                  | 2025 |                  | 2026 |                  |
|-----------------------------|------|------------------|------|------------------|------|------------------|------|------------------|------|------------------|
|                             |      | Cost             |      | Cost             |      | Cost             |      | Cost             |      | Cost             |
| <b>Arterials:</b>           |      |                  |      |                  |      |                  |      |                  |      |                  |
| Hughes Road                 | CF   | city crew        |      |                  | A    | \$241,778        |      |                  |      |                  |
| S. Miller Road              | CF   | city crew        |      |                  | A    | \$181,333        |      |                  |      |                  |
| E. Knight Street            | CF   | city crew        |      |                  | A    | \$144,000        |      |                  |      |                  |
| Limestone                   | CF   | city crew        |      |                  | A    | \$136,533        |      |                  |      |                  |
| Hunt Road                   |      |                  | CF   | city crew        |      |                  | NC   | \$127,600        |      |                  |
| Jackson Street              |      |                  | CF   | city crew        |      |                  | NC   | \$270,400        |      |                  |
| Melville Rd. (94) @ 50%     |      |                  | CF   | city crew        |      |                  | NC   | \$147,400        |      |                  |
| New Melville/Farm Road 84   |      |                  | CF   | city crew        |      |                  | CF   | city crew        |      |                  |
| E. New Mellville            |      |                  | CF   | city crew        |      |                  | CF   | city crew        |      |                  |
| Ross                        |      |                  | CF   | city crew        |      |                  | CF   | city crew        |      |                  |
| Miller Road                 | CF   | city crew        |      |                  | CF   | city crew        |      |                  | CF   | city crew        |
| W. Farm Road 94 @ 50%       | CF   | city crew        |      |                  | CF   | city crew        |      |                  | CF   | city crew        |
| Farm Road 68 @ 50%          | CF   | city crew        |      |                  | CF   | city crew        |      |                  | CF   | city crew        |
| Quarry Road                 | CF   | city crew        |      |                  | CF   | city crew        |      |                  | CF   | city crew        |
| Farm Rd. 103 to EE          | CF   | city crew        |      |                  | CF   | city crew        |      |                  | CF   | city crew        |
| Farm Road 106               | CF   | city crew        |      |                  | CF   | city crew        |      |                  | CF   | city crew        |
| 101 to Dead End             |      |                  |      |                  | CF   | city crew        |      |                  | CF   | city crew        |
| <b>Residential Streets:</b> |      |                  |      |                  |      |                  |      |                  |      |                  |
| Ridgeway Group              | A    | \$438,544        |      |                  |      |                  | CF   | city crew        |      |                  |
| Southview Group             |      |                  | A    | \$607,392        |      |                  |      |                  | CF   | city crew        |
| Daniel Group                | CF   | city crew        |      |                  | CF   | city crew        |      |                  | A    | \$229,472        |
| Jeb Group                   | CF   | city crew        |      |                  | CF   | city crew        |      |                  | A    | \$295,472        |
| Race Group                  | CF   | city crew        |      |                  | CF   | city crew        |      |                  | A    | \$295,136        |
| Watson Group                |      |                  | CF   | city crew        |      |                  | CF   | city crew        |      |                  |
| Main Street Group           |      |                  | CF   | city crew        |      |                  | CF   | city crew        |      |                  |
| Dennis Group                |      |                  | CF   | city crew        |      |                  | CF   | city crew        |      |                  |
| Willey Group                |      |                  | CF   | city crew        |      |                  | CF   | city crew        |      |                  |
| Miller Group                | CF   | city crew        |      |                  | CF   | city crew        |      |                  | CF   | city crew        |
| Walnut Group                | CF   | city crew        |      |                  | CF   | city crew        |      |                  | CF   | city crew        |
| Proctor Group               | CF   | city crew        |      |                  | CF   | city crew        |      |                  | CF   | city crew        |
| Becky Group                 |      |                  | CF   | city crew        |      |                  | CF   | city crew        |      |                  |
| Truman Group                |      |                  | CF   | city crew        |      |                  | CF   | city crew        |      |                  |
| E. Logan Group              |      |                  | CF   | city crew        |      |                  | CF   | city crew        |      |                  |
| Chandler Group              |      |                  | CF   | city crew        |      |                  | CF   | city crew        |      |                  |
| Deer Run Group              | CF   | city crew        |      |                  | CF   | city crew        |      |                  | CF   | city crew        |
| Eagle Group                 | CF   | city crew        |      |                  | CF   | city crew        |      |                  | CF   | city crew        |
| Arrowhead Group             | CF   | city crew        |      |                  | CF   | city crew        |      |                  | CF   | city crew        |
| <b>Totals</b>               |      | <b>\$438,544</b> |      | <b>\$607,392</b> |      | <b>\$703,644</b> |      | <b>\$545,400</b> |      | <b>\$820,080</b> |

A - Mill/Overlay; CF - Street Dept. Crack Filling; STP - Federal Aid; NC - Nova Chip; FD - Full Depth Pavement Replacement

Paving Schedule –

| Project Description         | 2027 |                  | 2028 |                  | 2029 |                  | 2030 |                  | 2031 |                  |
|-----------------------------|------|------------------|------|------------------|------|------------------|------|------------------|------|------------------|
|                             |      | Cost             |      | Cost             |      | Cost             |      | Cost             |      | Cost             |
| <b>Arterials:</b>           |      |                  |      |                  |      |                  |      |                  |      |                  |
| Hughes Road                 | CF   | city crew        |      |                  | CF   | city crew        |      |                  | CF   | city crew        |
| S. Miller Road              | CF   | city crew        |      |                  | CF   | city crew        |      |                  | CF   | city crew        |
| E. Knight Street            | CF   | city crew        |      |                  | CF   | city crew        |      |                  | CF   | city crew        |
| Limestone                   | CF   | city crew        |      |                  | CF   | city crew        |      |                  | CF   | city crew        |
| Hunt Road                   |      |                  | CF   | city crew        |      |                  | CF   | city crew        |      |                  |
| Jackson Street              |      |                  | CF   | city crew        |      |                  | CF   | city crew        |      |                  |
| Melville Rd. (94) @ 50%     |      |                  | CF   | city crew        |      |                  | CF   | city crew        |      |                  |
| New Melville/Farm Road 84   | A    | \$281,600        |      |                  |      |                  | CF   | city crew        |      |                  |
| E. New Melville             | CF   | city crew        |      |                  | CF   | city crew        |      |                  | A    | \$293,333        |
| Ross                        | CF   | city crew        |      |                  | CF   | city crew        |      |                  | A    | \$206,222        |
| Miller Road                 |      |                  | NC   | \$49,000         |      |                  |      |                  | CF   | city crew        |
| W. Farm Road 94 @ 50%       |      |                  | NC   | \$66,000         |      |                  |      |                  | CF   | city crew        |
| Farm Road 68 @ 50%          |      |                  | NC   | \$161,700        |      |                  |      |                  | CF   | city crew        |
| Quarry Road                 |      |                  | NC   | \$57,600         |      |                  |      |                  | CF   | city crew        |
| Farm Rd. 103 to EE          |      |                  | NC   | \$273,000        |      |                  |      |                  | CF   | city crew        |
| Farm Road 106               |      |                  | NC   | \$115,500        |      |                  |      |                  | CF   | city crew        |
| 101 to Dead End             |      |                  |      |                  |      |                  |      |                  | A    | \$96,000         |
| <b>Residential Streets:</b> |      |                  |      |                  |      |                  |      |                  |      |                  |
| Ridgeway Group              |      |                  | CF   | city crew        |      |                  | CF   | city crew        |      |                  |
| Southview Group             |      |                  |      |                  | CF   | city crew        |      |                  | CF   | city crew        |
| Daniel Group                |      |                  |      |                  | CF   | city crew        |      |                  | CF   | city crew        |
| Jeb Group                   |      |                  |      |                  | CF   | city crew        |      |                  | CF   | city crew        |
| Race Group                  |      |                  |      |                  | CF   | city crew        |      |                  | CF   | city crew        |
| Watson Group                | A    | \$215,472        |      |                  |      |                  | CF   | city crew        |      |                  |
| Main Street Group           | A    | \$255,008        |      |                  |      |                  | CF   | city crew        |      |                  |
| Dennis Group                | A    | \$114,016        |      |                  |      |                  | CF   | city crew        |      |                  |
| Willey Group                | CF   | city crew        |      |                  | A    | \$435,088        |      |                  |      |                  |
| Miller Group                |      |                  | CF   | city crew        |      |                  | A    | \$224,000        |      |                  |
| Walnut Group                |      |                  | CF   | city crew        |      |                  | A    | \$160,000        |      |                  |
| Proctor Group               |      |                  | CF   | city crew        |      |                  | A    | \$81,600         |      |                  |
| Becky Group                 | CF   | city crew        |      |                  | CF   | city crew        |      |                  |      |                  |
| Truman Group                | CF   | city crew        |      |                  | CF   | city crew        |      |                  |      |                  |
| E. Logan Group              | CF   | city crew        |      |                  | CF   | city crew        |      |                  |      |                  |
| Chandler Group              | CF   | city crew        |      |                  | CF   | city crew        |      |                  |      |                  |
| Deer Run Group              |      |                  | CF   | city crew        |      |                  | CF   | city crew        |      |                  |
| Eagle Group                 |      |                  | CF   | city crew        |      |                  | CF   | city crew        |      |                  |
| Arrowhead Group             |      |                  | CF   | city crew        |      |                  | CF   | city crew        |      |                  |
| <b>Totals</b>               |      | <b>\$866,096</b> |      | <b>\$722,800</b> |      | <b>\$435,088</b> |      | <b>\$465,600</b> |      | <b>\$595,556</b> |

A - Mill/Overlay; CF - Street Dept. Crack Filling; STP - Federal Aid; NC - Nova Chip; FD - Full Depth Pavement Replacement

# CITY OF WILLARD, MISSOURI

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



Agenda Item# 7

**Ordinance accepting the contract with A.M.  
Pyrotechnics for Fireworks for the Veteran's Day  
Event. (1<sup>st</sup> & 2<sup>nd</sup> Read) Discussion/Vote.**

First Reading: 10/12/21

Second Reading: 10/12/21

Council Bill No.: 21-28

Ordinance No.: 211012A

AN ORDINANCE

ACCEPTING THE PROPOSAL OF A.M. PYROTECHNICS LLC TO PROVIDE THE FIREWORKS DISPLAY FOR THE VETERAN'S DAY EVENT FOR THE CITY OF WILLARD AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS ON BEHALF OF THE CITY OF WILLARD.

WHEREAS, the City of Willard contracts with a company for Fireworks each year for the Veteran's Day Event; and

WHEREAS, the City of Willard has selected A.M. Pyrotechnics LLC to provide said services as itemized in detail in Exhibit "A" as attached hereto.

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 accept the proposal of A.M. Pyrotechnics LLC to provide the services described in Exhibit "A."

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

\_\_\_\_\_  
MAYOR

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 \_\_\_\_\_ 2021.



MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAIN

\_\_\_\_\_  
TYLER KELLY

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
RYAN SIMMONS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
DONNA STEWART

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\_\_\_\_\_  
LARRY WHITMAN

\_\_\_\_\_

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\_\_\_\_\_  
SAM BAIRD

\_\_\_\_\_

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\_\_\_\_\_  
LANDON HALL

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2<sup>nd</sup> READ

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAIN

\_\_\_\_\_  
TYLER KELLY

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_  
RYAN SIMMONS

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DONNA STEWART

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LARRY WHITMAN

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SAM BAIRD

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LANDON HALL

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**AGREEMENT FOR MULTI-YEAR FIREWORKS DISPLAYS**

**THIS AGREEMENT** made and entered into this 16<sup>th</sup> day of September, 2021, by and between A.M. Pyrotechnics, LLC, whose principal place of business is Buffalo, Missouri, sometimes hereinafter referred to as **Provider**; and The City Of Willard Missouri, sometimes hereinafter referred to as **Client**, **WITNESSETH**:

**WHEREAS**, A.M. Pyrotechnics, LLC has been selected to provide pyrotechnics for a display (hereafter “fireworks display”) to be performed and displayed November 6<sup>th</sup>, 2021.

**WHEREAS**, Provider is to perform the fireworks displays in a manner consistent with the highest degree of care with respect to the safety of viewers and improvements located in the area where the fireworks will be set off, and

**WHEREAS**, Provider will be performing the fireworks display in 2021 in exchange for payment in the amount set forth below.

**NOW THEREFORE**, the parties hereto agree as follows:

1. Provider’s responsibilities with respect to fireworks display: Provider agrees to provide all necessary fireworks, fireworks display materials, equipment, delivery, and a minimum of one personnel necessary to perform the fireworks display. Provider shall take all steps reasonably necessary to safeguard the improvements or other property in the area of the displays other than the issues for which Client is responsible. Provider shall provide a qualified pyrotechnician who will deliver and help set up and execute the fireworks display.
2. Client’s responsibilities with respect to fireworks displays: Client agrees to (a) provide a sufficient area for the displays, including a minimum spectator set back as determined by Provider, (b) provide protection of the display area to prevent unrestricted access by unauthorized persons by a means it shall determine is adequately designed for that purpose, (c) arrange adequate police or other protection to prevent spectators from entering the display area, administer proper crowd control, parking supervision, etc., and (d) arrange fire protection and emergency medical care availability for the health and safety of spectators and the public.
3. Compensation to Provider: Client shall pay to Provider the amount of \$2381.50 for the 2021 display. Client shall pay \$1190.75 at booking sometime near or soon after the week of October 11<sup>th</sup>, 2021, and the remaining balance of \$1190.75 two days prior to the display date.

4. Insurance: Provider is required to provide at its expense liability insurance in the amount of \$1 Million per occurrence coverage to cover liability associated with the fireworks displays. Such coverage shall name Client as an additional insured. Provider shall provide worker's compensation insurance on its employees.

5. Liability:

- a. Performance: Provider shall not be liable for any faulty performance of equipment or products that could not reasonably have been discovered prior to the commencement of the fireworks displays. Provider shall use its best efforts to ensure that the displays will proceed as planned.
- b. Harm to third parties or property: Provider shall not be liable for harm to any spectators, third parties, or improvements or property in the vicinity of the fireworks displays except for its negligence, or that of its agents and/or employees. Provider covenants that it will use its best efforts to avoid any such harm and that it will obtain insurance coverage to cover any such harm pursuant to the foregoing section.
- c. Indemnification: Provider agrees to indemnify and hold Client harmless for any liability to third parties caused in whole or in part by a failure by Client to perform its obligations hereunder.

6. No partnership or joint venture: The parties agree that Provider is a sub-contractor and that there is no partnership or joint venture between the parties. The manner and means of providing the displays is left to the sole discretion of Provider.

**General Provisions**

1. Binding Effect on Representatives and Successors: This Agreement shall be binding upon and inure to the benefit of the representatives, heirs, estates, and successors and assigns to the parties hereto.

2. Entire Agreement: This instrument contains the entire agreement between the parties with respect to the transaction contemplated herein. Each party acknowledges that it is not relying upon any representation made by the other party unless such representation is contained in this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

3. Assignment: Without the prior written consent of the other party, neither party shall:

A. Assign, transfer, pledge or hypothecate this agreement, the property or any part thereof, or any interest therein;

B. Sublet or lend the property or any part thereof.

4. Modification: Subsequent amendments, modifications, or releases from any provision of this agreement shall be binding only if in writing and signed by all parties.

5. Time of Essence: Time is of the essence of this agreement.

6. Severability: If any provision of this agreement is held invalid by a court of competent jurisdiction, it shall be considered deleted from this agreement, but such invalidity shall not affect the other provisions that can be given effect without the invalid provisions.

7. Authority: Each party signing this Agreement represents that they are fully authorized by the entity for which they are acting in executing this Agreement.

8. Headings: Headings or titles to sections or paragraphs of this agreement are solely for the convenience of the parties and shall have no effect whatsoever on the interpretation of the provisions of this agreement.

9. References to Gender: Reference herein to the masculine singular shall refer to all parties that the context shall require, whether masculine, feminine, or neuter, and whether one or more. If any party or parties herein shall be corporations, all references herein to the heirs of such corporate party shall be construed to refer to the successors thereof.

IN WITNESS WHEREOF, this Agreement has been executed this \_\_\_\_ day of \_\_\_\_\_, 2021.

**PROVIDER**

**CLIENT**

\_\_\_\_\_  
**A. M. Pyrotechnics, LLC**  
By, Aaron Mayfield,  
Authorized Member

\_\_\_\_\_  
By, \_\_\_\_\_

DHKH File No. 12580-003

# CITY OF WILLARD, MISSOURI

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



Agenda Item# 8

**Discussion/Vote to approve the Special Events Permit  
for Veteran's Day.**



**CITY OF WILLARD  
SPECIAL EVENT PERMIT WITH  
ALCOHOL/BUSINESS LICENSE**

\*\*\*\*\*THIS SECTION TO BE COMPLETED BY THE SPECIAL EVENT PROMOTER\*\*\*\*\*

SPONSOR NAME: Pizano's

ADDRESS OF BUSINESS: Pizano's Pizza and Sauce Lounge 106 E Jackson St  
Willard

PHONE NUMBER OF BUSINESS: (417) 742-5115

MISSOURI RETAIL SALES TAX ID NUMBER: 26313987

**PURPOSE AND/OR DESCRIPTION OF EVENT:**

TYPE OF EVENT: Veteran's Day

LOCATION OF THE EVENT: Willard City Park

DATE(S) OF THE EVENT: 11/06/2021 to     /     /     TIME: 11:30-6:30 pm

ESTIMATED ATTENDANCE PER DAY: Less than 200

PROOF OF MINIMUM OF \$1,000,000 IN INSURANCE COVERAGE (IF REQUIRED),  
INCLUDING ALCOHOL EVENT COVERAGE: \_\_\_\_\_

PLAN OR DESCRIPTION FOR THE USE OF ANY ON OR OFF-PREMISES ADVERTISING  
(WHICH REQUIRES APPROPRIATE PERMITS): \_\_\_\_\_

WILL ADMISSION BE CHARGED? YES \_\_\_\_\_ NO

WILL DONATIONS BE TAKEN? YES \_\_\_\_\_ NO

STREET CLOSURES? YES \_\_\_\_\_ NO

IF YES, NAMES OF STREETS AND AREA NEEDED TO BE CLOSED: \_\_\_\_\_

TYPE OF SECURITY BEING PROVIDED AND BY WHOM: Am Vets are supplying  
Security

NUMBER OF SECURITY OFFICERS: 2

**PLEASE BE AWARE THAT OFFICERS MUST BE POSTED AT THE ENTRANCE AND EXIT  
WHERE ALCOHOLIC BEVERAGES ARE SERVED TO ENSURE RULES ARE FOLLOWED.**

**APPLICANT MUST INITIAL AND ABIDE BY THE FOLLOWING CONDITIONS:**

(KS) **RESERVATION / SET-UP FEE**

- A. Fifty dollars (\$50.00) for events of two hundred (200) or less in expected attendance. This does NOT include set-up services.
- B. Five hundred dollars (\$500.00) for events with two hundred (200) or more in expected attendance. This DOES include set-up services.

(KS) **SITE MAP** (This application will not be processed unless a site map is included and indicates the following).

- A. The location of the Special event, including a drawing or plan showing the entire location to be utilized by the event in relation to existing building locations within the tract, or lot, drive areas, layout of parking areas, and the amount of space available for off-street parking.
- B. A plan or location of tents, stages, fencing, food booths, alcoholic and non-alcoholic beverage booths, etc. Also, indicate where streets will be blocked and how (fencing, barricades, stages, tents, etc.)
- C. A plan or description for fire protection for the special event, including a map specifying the location of fire lanes, water supply and fire control and use of tents.
- D. A plan or description for emergency medical services for the special events.
- E. A plan or description for the use or allowance for animals during or as a part of the special event.
- F. A plan for the disposal of sanitary waste and sewage of the special event, including toilet facilities, and the disposal of garbage, trash and refuse.

(KS) **CLEAN UP** – Applicant agrees to promptly clean up all paper or debris caused by the applicant's use of the area along with the removal of all equipment relating to the event and understands that if such clean-up is not promptly undertaken within twenty-four (24) hours after the scheduled event, the City reserves the right to do the cleaning itself and to charge the applicant for the actual time an expense occurred. A cash security deposit of Five Hundred Dollars (\$500.00) shall be required if attendance is expected to exceed Five Hundred (500) people.

(KS) **INSURANCE** – Applicant of the event shall be required to provide insurance coverage for the event to be located upon or require the closing or blocking of any street, alley, or road, or the use of any city-owned property or right-of-way areas, submission of a liability insurance policy in the amount of one million dollars (\$1,000,000) for any injury to any person, including death, arising out of one incident, one million dollars (\$1,000,000) for any damage to property, and one million dollars (\$1,000,000) automobile liability insurance for any injury to any person, including death, arising out of one incident. The City of Willard shall be an additional named insured for each of the above-referenced policies, and the special event sponsor(s) shall execute a hold harmless agreement indemnifying the City of Willard.

(KS) **INDEMNITY** – Applicant agrees to defend, indemnify and hold the City of Willard harmless from and against all claims, losses, and liability arising out of personal injuries, including death, and damage to property which are caused by the Applicant, or arising out of or in any way connected with the activities conducted pursuant to this application.

(KS) **CITY CODES/PERMITS** – Applicant agrees to abide by all conditions as specified in the City of Willard Code of Ordinances. Applicant also agrees to obtain all City permits, and licenses that may be required, and shall comply with all other City laws and other conditions that the City may determine necessary.

(KS) **ALCOHOLIC BEVERAGES** – Applicant agrees and acknowledges that if Alcohol Beverages will be allowed, provided, or sold at this event, that the appropriate permits from the Missouri Department of Liquor Control are required prior to the City of Willard issuing a Liquor License for the event applied for. Applicant also agrees to create a sectioned (or fenced) off area with signage requiring all alcoholic beverages to be consumed only in that location.

\*\*\*\*\*THIS SECTION TO BE COMPLETED BY THE SPECIAL EVENT VENDOR\*\*\*\*\*

NAME OF VENDOR: Pizano's Pizza / Pie in the Sky, LLC

ADDRESS OF VENDOR: 106 E. Jackson St. Willard

TELEPHONE NUMBER OF VENDOR: (417) 742-5115 (Bus.) (417) 849-2110 (cell) <sup>Kathy Stewart</sup>

MISSOURI RETAIL SALES TAX ID NUMBER (if applicable): 26313987

PLEASE PROVIDE A STATEMENT AS TO THE SERVICES OR ITEMS WHICH SHALL BE OFFERED FOR SALE AND/OR SERVICES PROVIDED:

Beer, sold by the cup

VENDOR SIGNATURE: Kathy Stewart DATE SIGNED: 10-6-2021

Vendor should return this form to the Special Event Promoter. Special Event Promoter will submit this form to the City of Willard, Missouri.




Additional City Permits/Licenses/Insurance Certificates may be required. Applicant is responsible for obtaining all additional permits/licenses/insurance certificates required upon the issuance of this Special Event permit.

I hereby certify that the answers and other information on this application are true and correct and I have read and understand the above procedures and requirements as they pertain to the City of Willard Special Events Regulations and by signing this form, acknowledge compliance with these rules.

SIGNATURE OF APPLICANT: Kathy Stewart, owner Pie in the Sky, LLC Pizano's Pizza (DBA)

DATE SIGNED BY APPLICANT: 10-6-2021

APPLICATION REVIEWED BY POLICE CHIEF:   
(Signature of Police Chief)

APPLICATION APPROVED BY CITY COUNCIL: \_\_\_\_\_yes \_\_\_\_\_no

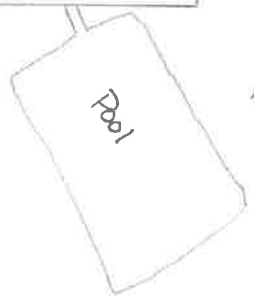
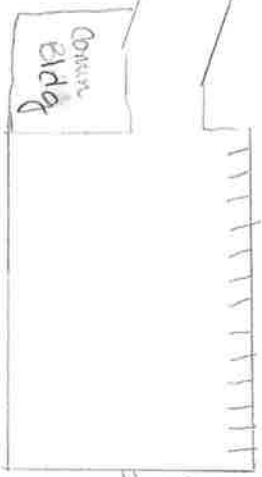
DATE APPROVED BY CITY COUNCIL: \_\_\_\_\_

Please returned the completed application, along with a check for the required amount, made out to the City of Willard, to:

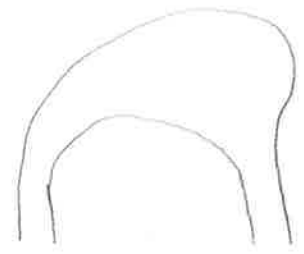
City of Willard / Parks Department  
224 W. Jackson  
PO Box 187  
Willard, MO 65781

**If you have any questions, please call JC Loveland at (417) 742-5381.**

Jackson St.



Jackson St  
Park



# CITY OF WILLARD, MISSOURI

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



Agenda Item# 9

**Ordinance accepting the 2021 EMPG-ARPA Grant funding. (1<sup>st</sup> & 2<sup>nd</sup> Read) Discussion/Vote.**

First Reading: 10/12/21

Second Reading: 10/12/21

Council Bill No.: 21- 29

Ordinance No.: 211012B

AN ORDINANCE

**ACCEPTING THE GRANT FUNDING FROM THE MISSOURI DEPARTMENT OF PUBLIC SAFETY FOR EMERGENCY MANAGEMENT, AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS, ON BEHALF OF THE CITY OF WILLARD.**

**WHEREAS**, on July 12, 2021 an application was submitted to the Missouri Department of Public Safety for funding through the Emergency Management Performance Grant-ARPA program for the purpose of funding essential emergency management personnel, operations, equipment and travel and;

**WHEREAS**, on September 22, 2021, the City of Willard was notified that the application had been approved and awarded in the amount of \$20,826.60 and;

**WHEREAS**, the local match for this award will be \$10,413.30 and;

**WHEREAS**, the Missouri Department of Public Safety is requiring the contract to be signed no later than November 2, 2021. No grant money will be dispersed prior to the receipt by State Emergency Management Agency of the signed grant.

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

Section 1 – The Board of Aldermen of the City of Willard hereby authorize the Mayor to execute the contract between the City of Willard and Missouri Department of Public Safety, said contract to be substantially in form and content as that document attached hereto and incorporated herein by reference as Exhibit “A”.

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

**Approved as to form:** \_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor, Samuel Snider

**Attest:** \_\_\_\_\_  
City Clerk

MEMBERS OF THE BOARD OF ALDERMEN:  
**FIRST (1<sup>st</sup>) READING**

YES NO ABSTAINED

\_\_\_\_\_  
TYLER KELLY

\_\_\_\_

\_\_\_\_\_  
RYAN SIMMONS

\_\_\_\_

\_\_\_\_\_  
DONNA STEWART

\_\_\_\_

\_\_\_\_\_  
LARRY WHITMAN

\_\_\_\_

\_\_\_\_\_  
SAM BAIRD

\_\_\_\_

\_\_\_\_\_  
LONDON HALL

\_\_\_\_

MEMBERS OF THE BOARD OF ALDERMEN:  
**SECOND (2<sup>nd</sup>) READING**

YES NO ABSTAINED

\_\_\_\_\_  
TYLER KELLY

\_\_\_\_

\_\_\_\_\_  
RYAN SIMMONS

\_\_\_\_

\_\_\_\_\_  
DONNA STEWART

\_\_\_\_

\_\_\_\_\_  
LARRY WHITMAN

\_\_\_\_

\_\_\_\_\_  
SAM BAIRD

\_\_\_\_

\_\_\_\_\_  
LONDON HALL

\_\_\_\_



State Emergency Management Agency  
 2302 Militia Drive  
 P.O. Box 116  
 Jefferson City, MO 65102  
 Phone: (573) 526-9100  
 Fax: (573) 634-7966

**SUBRECIPIENT AWARD**

DATE  
 September 22, 2021

|                       |               |
|-----------------------|---------------|
| Award Number          | Amendment No. |
| EMK-2021-EP-00005-S49 | N/A           |

|   |                                     |
|---|-------------------------------------|
| GRANTEE NAME<br>Willard Emergency Management Agency | GRANTEE VENDOR NUMBER<br>43-0890176 |
|---|-------------------------------------|

|  |  |
|--|--|
| GRANTEE ADDRESS<br>PO Box 187<br>Willard, MO 65781 | ISSUING AGENCY<br>MO State Emergency Management Agency<br>PO Box 116<br>Jefferson City, MO 65102 |
|--|--|

**GRANT INFORMATION**

|                                    |  |
|------------------------------------|--|
| PROJECT TITLE<br>FY 2021 EMPG-ARPA | FEDERAL AWARDING AGENCY<br>Federal Emergency Management Agency |
|------------------------------------|--|

|  |   |
|--|---|
| CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NO<br>97.042 | PERFORMANCE PERIOD<br>FROM: 7/1/2021 TO: 12/31/2022 |
|--|---|

|                      |             |
|----------------------|-------------|
| FEDERAL AWARD AMOUNT | \$10,413.30 |
|----------------------|-------------|

|                  |             |
|------------------|-------------|
| LOCAL COST SHARE | \$10,413.30 |
|------------------|-------------|

|                    |             |
|--------------------|-------------|
| TOTAL AWARD AMOUNT | \$20,826.60 |
|--------------------|-------------|

**CONTACT INFORMATION**

| EMPG GRANT SPECIALIST                               | GRANTEE PROJECT DIRECTOR                       |
|---|--|
| NAME<br>Jackie Hofstetter                           | NAME<br>Jennifer Rowe, EMD                     |
| E-MAIL ADDRESS<br>jackie.hofstetter@sema.dps.mo.gov | E-MAIL ADDRESS<br>willardemd@cityofwillard.org |
| TELEPHONE<br>573-526-9256                           | TELEPHONE<br>417-742-5302                      |

SUMMARY DESCRIPTION OF PROJECT

The purpose of the EMPG Program is to make grants to locals in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). Title VI of the Stafford Act authorizes grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the Federal Government, States, and their political subdivisions. SEMA, through the EMPG Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title so that a comprehensive emergency preparedness system exists for all hazards in the State of Missouri. This award is not for Research and Development. There is no indirect cost rate for this award.

|   |   |
|---|---|
| TYPED NAME AND TITLE OF OHS OFFICIAL<br>James Remillard, Director | TYPED NAME AND TITLE OF GRANTEE AUTHORIZED OFFICIAL<br>Samuel Snider Jr<br>Corey Hendrickson, Mayor |
|---|---|

|   |                    |  |      |
|---|--------------------|--|------|
| SIGNATURE OF APPROVING OHS OFFICIAL<br> | DATE<br>09/22/2021 | SIGNATURE OF GRANTEE AUTHORIZED OFFICIAL<br> | DATE |
|---|--------------------|--|------|

**THIS GRANT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS GRANT AGREEMENT, THE GRANTEE IS AGREEING TO READ AND COMPLY WITH ALL SPECIFIC CONDITIONS.**

## Agreement Articles

DATE  
September 22, 2021

AWARD NUMBER  
EMK-2021-EP-00005-S49

### **Article I - Acknowledgement of Federal Funding from DHS**

All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

### **Article II - Activities Conducted Abroad**

All subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

### **Article III - Age Discrimination Act of 1975**

All subrecipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

### **Article IV - Americans with Disabilities Act of 1990**

All subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

### **Article V - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All subrecipients who collect PII are required to have a publically available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Award subrecipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

### **Article VI- Civil Rights Act of 1964**

All subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

## **Article VII - Civil Rights Act of 1968**

All subrecipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

## **Article VIII – Copyright**

All subrecipients must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

## **Article IX - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**

Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions. The administrative and audit requirements and cost principles that apply to DHS award subrecipients originate from 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as adopted by DHS at 2 C.F.R. Part 3002.

## **Article X - Debarment and Suspension**

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

## **Article XI - Drug-Free Workplace Regulations**

All subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 3001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

## **Article XII - Duplication of Benefits**

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.



#### **Article XIII - Energy Policy and Conservation Act**

All subrecipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

#### **Article XIV - False Claims Act and Program Fraud Civil Remedies**

All subrecipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

#### **Article XV – Federal Debt Status**

All subrecipients are required to be non-delinquent in their repayment of Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-428B, item number 17 for additional information and guidance.

#### **Article XVI - Fly America Act of 1974**

All subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

#### **Article XVII - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225a, all subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. §2225.

#### **Article XVIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited> and additional resources on <http://www.lep.gov>.

#### **Article XIX - Lobbying Prohibitions**

All subrecipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

## **Article XX - Non-supplanting Requirement**

All subrecipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

## **Article XXI - Patents and Intellectual Property Rights**

Unless otherwise provided by law, subrecipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

## **Article XXII - Procurement of Recovered Materials**

All subrecipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

## **Article XXIII - Contract Provisions for Non-federal Entity Contracts under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. Davis-Bacon Act, as amended (40 U.S.C 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federal Financed and Assisted Construction"). In accordance with the statute, contracts must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of wage determination. The non-Federal entity must report all suspected or reported violations to the

Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C 3704 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- Contract and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### **Article XXIV – SAFECOM**

All subrecipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### **Article XXV - Terrorist Financing E.O. 13224**

All subrecipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

#### **Article XXVI - Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)**

All subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

#### **Article XXVII - Trafficking Victims Protection Act of 2000**

All subrecipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

#### **Article XXVIII - Rehabilitation Act of 1973**

All subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

#### **Article XXIX - USA Patriot Act of 2001**

All subrecipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

#### **Article XXX - Use of DHS Seal, Logo and Flags**

All subrecipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### **Article XXXI - Whistleblower Protection Act**

All subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

#### **Article XXXII - SEMA Specific Acknowledgements and Assurances**

All subrecipients must acknowledge and agree to comply with applicable provisions governing SEMA access to records, accounts, documents, information, facilities, and staff.

1. Subrecipients must cooperate with any compliance review or complaint investigation conducted by SEMA.
2. Subrecipients must give SEMA access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by SEMA regulations and other applicable laws or program guidance.

3. Subrecipients must submit timely, complete, and accurate reports to the appropriate SEMA officials and maintain appropriate backup documentation to support the reports. Future awards and fund drawdowns may be withheld if these reports are delinquent.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the SEMA.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the SEMA Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

#### **Article XXXIII- Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by SEMA, you must request instructions from SEMA to make proper disposition of the equipment pursuant to 2 C.F.R. §200.313.

#### **Article XXXIV - Prior Approval for Modification of Approved Budget**

Before making any change to the SEMA approved budget for this award, you must request prior written approval from SEMA by requesting a Subaward Adjustment.

#### **Article XXXV - Incorporation by Reference of Notice of Funding Opportunity**

The Notice of Funding Opportunity for this program is hereby incorporated into your award agreement by reference. By accepting this award, the sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained under the 2020 Notice of Funding Opportunity and the Missouri 2020 EMPG Program Manual.

#### **Article XXXVI – Federal Leadership on Reducing Text Messaging while Driving**

All subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

#### **Article XXXVII – National Environmental Policy Act**

All subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

### **Article XXXVIII – Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statute, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

### **Article XXXIX – Acceptance of Post Award Changes**

In the event SEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

### **Article XXXX – Universal Identifier and System of Award Management**

Unless the recipient is exempted from this requirement under 2 CFR 25.110, the recipient must maintain the currency of their information in the System for Award Management (SAM) until the recipient submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information or another award term.

### **Article XXXXI – Other Specific Conditions**

1. Subrecipients are required to use WebGrants (<https://dpsgrants.dps.mo.gov/>) to submit Quarterly Claim Requests. Sub-recipients are encouraged to submit Claim Requests throughout the quarter to allow for more up-to-date tracking of grant progress and prevent reimbursement delays.

Claim Requests for each billing period are due to SEMA as follows:

- a. Quarter 1 (July 1 to September 30): Due October 15, 2021
  - b. Quarter 2 (October 1 to December 31): Due January 15, 2022
  - c. Quarter 3 (January 1 to March 31): Due April 15, 2022
  - d. Quarter 4 (April 1 to June 30): Due July 15, 2022
  - e. Quarter 5 (July 1 to September 30): Due October 15, 2022
  - f. Quarter 6 (October 1 to December 31): Due January 31, 2023
2. A claim is required for each quarter, even if it is a zero claim for no reimbursement.

# CITY OF WILLARD, MISSOURI

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



Agenda Item# 10

**Ordinance amending Section 710.470 Sewer Rates. (1<sup>st</sup>  
Read) Discussion/Vote.**

| <b>Rates Proposed for 2021-2022</b> |                  |                  |                 |
|-------------------------------------|------------------|------------------|-----------------|
|                                     | <b>2020-2021</b> | <b>2021-2022</b> |                 |
| <b>Water</b>                        | <b>Current</b>   | <b>Proposed</b>  | <b>Increase</b> |
| <b>City Residential</b>             |                  |                  |                 |
| Base (first 1000 gallon)            | 13.23            | 13.89            | 5%              |
| Per Thousand gallon                 | 2.48             | 2.60             | 5%              |
| <b>City Commercial</b>              |                  |                  |                 |
| Base (first 1000 gallon)            | 13.23            | 13.89            | 5%              |
| Per Thousand gallon                 | 2.48             | 2.60             | 5%              |
| <b>Rural Residential</b>            |                  |                  |                 |
| Base (first 1000 gallon)            | 14.40            | 15.12            | 5%              |
| Per Thousand gallon                 | 2.70             | 2.84             | 5%              |
| <b>Rural Commercial</b>             |                  |                  |                 |
| Base (first 1000 gallon)            | 14.40            | 15.12            | 5%              |
| Per Thousand gallon                 | 2.70             | 2.84             | 5%              |
| <b>Sewer</b>                        |                  |                  |                 |
|                                     | <b>Current</b>   | <b>Proposed</b>  | <b>Increase</b> |
| <b>City Residential</b>             |                  |                  |                 |
| Base                                | 24.96            | 26.21            | 5%              |
| Per Thousand gallon                 | 5.57             | 5.85             | 5%              |
| <b>City Commercial</b>              |                  |                  |                 |
| Base                                | 30.39            | 31.91            | 5%              |
| Per Thousand gallon                 | 5.57             | 5.85             | 5%              |
| <b>Rural Residential</b>            |                  |                  |                 |
| Base                                | 27.16            | 28.52            | 5%              |
| Per Thousand gallon                 | 6.06             | 6.36             | 5%              |
| <b>Rural Commercial</b>             |                  |                  |                 |
| Base                                | 34.73            | 36.47            | 5%              |
| Per Thousand gallon                 | 6.06             | 6.36             | 5%              |



First Reading: 10/12/21

Second Reading: \_\_\_\_\_

Council Bill No.: 21-30

Ordinance No.: 211012

## AN ORDINANCE

**AN ORDINANCE** amending Title VII, Utilities, Chapter 710, Sewer Use and Sewer Rates, Article VII, Wastewater Charges and Rates, Section 710.470, Rates, of the Municipal Code of the City of Willard.

WHEREAS, the City of Willard owns and operates a wastewater collection and treatment system permitted by the State of Missouri; and

WHEREAS, the City of Willard is under contract with the City of Springfield to provide certain services for the transportation and treatment of a portion of the total wastewater flow under the control of the City of Willard; and

WHEREAS, the City of Willard has conducted a rate study to determine the impact on its customers of both the increases related to those fees being charged by the City of Springfield, and also to the increased cost of operating and maintaining the wastewater collection and treatment system of the City of Willard; and

WHEREAS, the City of Willard has found it necessary to raise the sewer rates for City customers.

**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 VII, Utilities, Chapter 710, Sewer Use and Sewer Rates, Article VII, Wastewater Charges and Rates, Section 710.470, Rates, of the Municipal Code of the City of Willard.

### SECTION 710.470: RATES

- A. The schedule of wastewater service rates, which shall be applied to the water usage of all residences, buildings, structures and users connected to the POTW, shall be as follows:
1. Effective January 1, 2022, the schedule of wastewater service rates shall be as follows:
    - a. **There shall be assessed to each residential user of the POTW a basic customer charge of \$26.21 per month, and each Commercial user of the POTW a basic customer charge of \$31.91 per month.**
    - b. **There shall be assessed to each non-city resident user of the POTW a basic customer charge of \$28.52 per month for residential addresses and \$36.47 for commercial.**
    - c. **In addition to the basic customer charge per month, there shall be an additional monthly volume charge to all users which shall be computed as follows: \$5.85 per 1000 gallons for residential and Commercial users, and \$6.36 per 1000 gallons for rural residential and rural commercial users, or fraction thereof, used per month.**

**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 beginning on January 1, 2022.

Passed at meeting: \_\_\_\_\_

\_\_\_\_\_  
Mayor, Samuel Snider

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 \_\_\_\_\_, 2021.

| MEMBERS OF THE BOARD OF ALDERMEN:     | YES   | NO    | ABSTAINED |
|---------------------------------------|-------|-------|-----------|
| <b>FIRST (1<sup>st</sup>) READING</b> |       |       |           |
| _____<br>TYLER KELLY                  | _____ | _____ | _____     |
| _____<br>RYAN SIMMONS                 | _____ | _____ | _____     |
| _____<br>DONNA STEWART                | _____ | _____ | _____     |
| _____<br>LARRY WHITMAN                | _____ | _____ | _____     |
| _____<br>SAM BAIRD                    | _____ | _____ | _____     |
| _____<br>LONDON HALL                  | _____ | _____ | _____     |

MEMBERS OF THE BOARD OF ALDERMEN:  
**SECOND (2nd) READING**

YES

NO

ABSTAINED

\_\_\_\_\_  
TYLER KELLY

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RYAN SIMMONS

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LANDON HALL

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# CITY OF WILLARD, MISSOURI

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



Agenda Item# 11

**Ordinance amending Section 705.040 Water Rates. (1<sup>st</sup>  
Read) Discussion/Vote.**

First Reading: 10/12/21

Second Reading: \_\_\_\_\_

Council Bill No. 21-31

Ordinance No.: 211012

## AN ORDINANCE

**AN ORDINANCE** amending Title VII, Utilities, Chapter 705, Waterworks System, Article II, Water Service, Section 705.040, Water Rates, of the Municipal Code of the City of Willard.

WHEREAS, the City of Willard owns and operates a municipal water supply, storage and distribution system permitted by the State of Missouri; and

WHEREAS, the City of Willard has conducted a rate study to ascertain whether the current rate structure was adequate to cover the cost of operating and maintaining the water system of the City of Willard; and

WHEREAS, the results of the study determined that the current rates are insufficient to cover all costs associated with providing those services; and

WHEREAS, the City of Willard has found it necessary to raise the charge for City water customers.

**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 VII, Utilities, Chapter 705, Waterworks System, Article II, Water Service, Section 705.040, Water Rates of the Municipal Code of the City of Willard.

### **SECTION 705.040: WATER RATES**

- A. Except as provided for bulk at a flat rate, every user of water from the municipal water system of the City of Willard, Missouri, shall use said water only after it has been metered in a water meter to be furnished, installed, regulated, and controlled by said City and the applicant for each meter, on behalf of him or her, shall pay for said water used at the following monthly rate:
1. For the first one thousand (1000) gallons used in each month, **the rate shall be thirteen dollars and eighty-nine cents (\$13.89) for Residential and Commercial, and fifteen dollars and twelve cents (\$15.12) for rural Residential and rural Commercial.**
  2. For the next one thousand (1000) gallons or portion thereof used in each month, **the rate shall be two dollars and sixty cents (\$2.60) for residential, and two dollars and eighty-four cents (\$2.84) for rural residential and Commercial.**
  3. For each additional one thousand (1000) gallons or portion thereof used each month, the rate shall be **two dollars and sixty cents (\$2.60) per one thousand (1000) gallons or portion thereof for residential, and two dollars and eighty-four cents (\$2.84) for rural residential and Commercial.**

These rates shall be hereby reviewed on an annual basis.

- B. In the event that less than one thousand (1000) gallons is used in any one (1) month by a user the **minimum rate of thirteen dollars and eighty-nine cents (\$13.89) for residential and fifteen dollars and twelve cents (\$15.12) for rural residential and Commercial shall be charged and paid.**

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 January 1, 2021.

Passed at meeting: \_\_\_\_\_

\_\_\_\_\_  
Mayor, Samuel Snider

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 \_\_\_\_\_, 2021.

| MEMBERS OF THE BOARD OF ALDERMEN:     | YES   | NO    | ABSTAINED |
|---------------------------------------|-------|-------|-----------|
| <b>FIRST (1<sup>st</sup>) READING</b> |       |       |           |
| _____<br>TYLER KELLY                  | _____ | _____ | _____     |
| _____<br>RYAN SIMMONS                 | _____ | _____ | _____     |
| _____<br>DONNA STEWART                | _____ | _____ | _____     |
| _____<br>LARRY WHITMAN                | _____ | _____ | _____     |
| _____<br>SAM BAIRD                    | _____ | _____ | _____     |
| _____<br>LONDON HALL                  | _____ | _____ | _____     |

MEMBERS OF THE BOARD OF ALDERMEN;  
SECOND (2nd) READING

YES

NO

ABSTAINED

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TYLER KELLY

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# CITY OF WILLARD, MISSOURI

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



Agenda Item# 12

**Ordinance accepting the contract with Sunbelt Rentals for a Pump Rental. (1<sup>st</sup> & 2<sup>nd</sup> Read) Discussion/Vote.**



First Reading: 10/12/21

Second Reading: 10/12/21

Council Bill No.: 21-32

Ordinance No.: 211012

AN ORDINANCE

**ACCEPTING THE PROPOSAL OF SUNBELT RENTALS TO PROVIDE A PORTABLE PUMP FOR THE CITY OF WILLARD, AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS, ON BEHALF OF THE CITY OF WILLARD.**

**WHEREAS**, the City of Willard has determined the need to rent a portable pump for the sewer force main; and,

**WHEREAS**, the City of Willard has selected Sunbelt Rentals to provide services as itemized in detail in Exhibit "A".

**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 accept the proposal of Sunbelt Rentals to provide the services described in Exhibit "A".

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

\_\_\_\_\_  
Mayor

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 \_\_\_\_\_, 2021.

| MEMBERS OF THE BOARD OF ALDERMEN:     | YES   | NO    | ABSTAINED |
|---------------------------------------|-------|-------|-----------|
| <b>FIRST (1<sup>st</sup>) READING</b> |       |       |           |
| _____<br>TYLER KELLY                  | _____ | _____ | _____     |
| _____<br>RYAN SIMMONS                 | _____ | _____ | _____     |
| _____<br>DONNA STEWART                | _____ | _____ | _____     |
| _____<br>LARRY WHITMAN                | _____ | _____ | _____     |
| _____<br>SAM BAIRD                    | _____ | _____ | _____     |

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LONDON HALL

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MEMBERS OF THE BOARD OF ALDERMEN:  
**SECOND (2nd) READING**

YES                      NO                      ABSTAINED

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TYLER KELLY

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SAM BAIRD

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LONDON HALL

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Account No. \_\_\_\_\_ PC # \_\_\_\_\_ Rep # \_\_\_\_\_

# APPLICATION FOR CREDIT & RENTAL AGREEMENT

Confidential Credit Information for Government Entity

www.sunbeltrentals.com Phone: 800-508-4756 Fax: 888-886-7820 Email: sunbeltcredit@sunbeltrentals.com

In order to process your request, this agreement must be signed. Please attach a credit profile if available.

AC 10/09g

Note: You can also apply online—go to: www.sunbeltrentals.com/credit

City of Willard  
Government Entity (Customer)

Interested in online access to Account Information?

### ACCOUNTS PAYABLE INFORMATION & LOCATION

Purchase Order Number Required?  Job Numbers Required?  Tax Exempt?  Federal Tax ID# 43-0890176  
Hannah Royster / Carolyn Halverson Finance Clerk / CFO  
A/P Contact Name (Please Print) Title

PO Box 187  
Billing Address  
Willard MO 65781  
City State Zip  
417-742-5303 Phone Number  
finclerk@cityofwillard.org Email Address

### PURCHASING AGENT & LOCATION

Ray Lynch Director of Public Works  
Agent Name (Please Print) Title  
284 W. Jackson  
Physical Address  
Willard MO 65781  
City State Zip  
417-742-5307 Phone Number  
pwd@cityofwillard.org Email Address

### TERMS & AGREEMENT (Must be signed for account processing)

The undersigned ("Customer") in consideration of Sunbelt Rentals, Inc. or any of its subsidiaries and affiliated entities, successors or assigns ("Sunbelt") extending commercial credit based upon the information furnished herein, warrants and agrees that by executing this Agreement: (a) all purchases/rentals made by Customer from Sunbelt are subject to the terms and conditions contained herein; (b) Customer has received, read, understands and accepts all of the terms and conditions of Sunbelt's rental contract, which are on the reverse side of each and every rental contract, found at [www.sunbeltrentals.com/about/pdf/SunbeltContract15\\_27\\_09.pdf](http://www.sunbeltrentals.com/about/pdf/SunbeltContract15_27_09.pdf) and available in writing, upon request, including the release, indemnification and insurance provisions in Section 8 and 9 ("Rental Contract"); (c) the Rental Contract terms are deemed incorporated into and made a part of this Agreement and each and every rental/sale of equipment and/or provision of labor furnished to Customer, whether or not Customer executes each Rental Contract; and (d) any terms in the Customer's acceptance, purchase order or other documentation that are inconsistent with or in addition to this Agreement (except such additional terms which are required by law) shall be void and of no effect (any use or reference to Customer's purchase order or purchase order number in any Rental Contract is for Customer's convenience only). Sunbelt shall deliver equipment in consideration for Customer's agreement to be bound by the Rental Contract. Customer also confirms that they and/or the persons or companies who will have access to the equipment purchased and/or rented are not listed on the Specially Designated Nationals ("SDN") List maintained by the Office of Foreign Assets Control, nor any other denied persons list maintained by a U.S. government agency, and agrees to notify Sunbelt should they become listed in the future. Refer to <http://www.treas.gov/ofac/enforcement/ofac/> for information regarding the SDN list and to [www.bis.doc.gov](http://www.bis.doc.gov) for information on other denied parties lists and other U.S. export restrictions. In making this Agreement upon which Sunbelt will rely to extend commercial credit, I/We agree to Sunbelt's terms of payment as follows: NET DUE UPON RECEIPT on all accounts and service charges of 1.5% per month on all invoices/contracts not paid when due or the maximum rate permitted by law, whichever is less. Any disputed invoices must be brought to the attention of the Sunbelt within fifteen (15) days of the receipt or the invoices/contracts are deemed correct and undisputed. At Sunbelt's discretion, any account with a delinquent balance may be placed on a cash basis, deposits may be required and the rental equipment picked up without notice. If collection of amounts due requires the assistance of a collection agency or attorneys, suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I/We agree (a) that Sunbelt reserves the right to bring legal action in whatever jurisdiction Sunbelt deems necessary, whose laws, at the option of Sunbelt, shall govern this Agreement, and (b) to pay all costs and expenses of collection, including but not limited to reasonable attorney's fees, not exceeding a sum equal to fifteen percent (15%) of the outstanding balance owing, plus all other reasonable expenses incurred by Sunbelt in exercising any of Sunbelt's rights and remedies. The individual executing this Agreement below warrants that (i) s/he is authorized to do so; (ii) the information contained in this Agreement is a true and correct statement of the financial condition of Customer; and (iii) a photo or facsimile copy of this Agreement shall be valid as the original. If any part of this Agreement is held unenforceable, the remainder of this Agreement shall not be affected thereby. Customer waives the right to a jury trial of any or all claims or disputes which may arise from this Agreement. I/We authorize Sunbelt to make whatever credit inquiries it deems necessary in connection with this Agreement. Bank and trade reference(s) can accept this authorization to disclose to Sunbelt and/or their respective designees (and any assignee or potential assignee thereof). Customer information normally released to a prospective creditor including: length of time account has been active, average monthly balances, how the account has been handled, and details of any lending relationship. I/We authorize Sunbelt to contact our insurance company and authorize the insurance company to issue insurance certificate(s) when Sunbelt calls from time to time showing the insurance required in the Rental Contract to be maintained by Customer.

Print Customer Name: \_\_\_\_\_ Print Authorized Name: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_ Print Authorized Title: \_\_\_\_\_  
Date: \_\_\_\_\_

In order to process your request, this agreement must be signed. Please attach a company credit profile if available.  
Fax to your nearest Sunbelt Rentals Location —or— 888-886-7820  
Mail: Sunbelt Rentals • PO Box 410968 • Charlotte, NC 28241 • 800-508-4756

\*\*\* Please include Sales Tax Exemption Certificate with this application \*\*\*