

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

May 10, 2021

7:00 p.m.

Willard Community Bldg

220 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

**CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
May 10, 2021
7:00 P.M.**

Posted May 5, 2021.

Notice is hereby given that the City of Willard, Missouri, Board of Aldermen will conduct a meeting at **7:00 p.m.** May 10, 2021 at the Willard Community Building, 220 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 April 26, 2021.
- b. April/May 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 April/May 2021.**
- 5. Citizen Input.**
- 6. Discussion/Vote on Monthly Expense Payments.**
- 7. Discussion/Vote on Fitness Center Proposal.**
- 8. Ordinance approving the Agreement with Ozark Greenways. (1st & 2nd Read) Discussion/Vote.**
- 9. New Business.**

10. Unfinished Business.

11. Adjourn Meeting.

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

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- a. Minutes from regular meeting April 26, 2021.
- b. April/May 2021 Outstanding Invoices, Check and Draft Paid Invoices.
- c. Department Head Reports.
- d. Board Attendance Report.

**CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
April 26, 2021
7:00 p.m.**

Staff present: City Administrator, Brad Gray; City Clerk, Jennifer Rowe; Parks Director, Jason Knight; Public Works Director, Ray Lynch; Director of Development, Randy Brown; Police Chief, Tom McClain; Police Officer, JD Landon; and Director of Finance, Carolyn Halverson.

City Attorney Ken Reynolds was not present.

Citizens in attendance: Bradley Cooper, Joshua Conaway, Sgt. A. Clark, Dan Snider, Bonnie Snider, Steve Frieze, Madison Ware, Stacey Ware, Matthew Puff, Shannon McMurtrey, Gina McMurtrey, James Fortner, Chad Snider, Canon Snider, Hannah Snider, Gracie Snider, Antonio Snider, Elijah Snider, Alfredo Vizcahe, Amanda Midyett, Renee Simpson, Jill Simson, Jill Simmons, Sarah Brooks, and Ruth Brooks.

Call to Order.

Mayor Hendrickson called the meeting to order at 7:05 p.m.

Swearing In:

Mayor Samuel Snider and Aldermen Kelly, Whitman and Simmons were all sworn in by the City Clerk. A 25 Minute break was taken for pictures.

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 Kelly and seconded by Alderman Whitman 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 March/April 2021 Outstanding Invoices, Check and Draft Paid Invoices.

Motion was made by Alderman Kelly and seconded by Alderman Hall to approve the current March/April 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.

Ceremonial Matters:

- a. **Election of Mayor Pro-Tem:** Alderman Kelly nominated Alderman Whitman to continue serving as Mayor Pro-Tem. Alderman Baird seconded the motion. Motion carried with a vote of 6-0. Voting aye: Aldermen Kelly, Simmons, Stewart, Whitman, Baird and Hall.
- b. **Election of P&Z Representative:** Alderman Whitman nominated Alderman Baird to serve as the Planning and Zoning Commission Representative for the Board of Aldermen. Alderman Kelly seconded the motion. Motion carried with a vote of 6-0. Voting aye: Aldermen Kelly, Simmons, Stewart, Whitman, Baird and Hall.

Citizen Input.

Craig Hillebrenner, 216 Eagle, discussed issues he sees around town he thinks could save the City money. He stated he feels having 2 people in work trucks is a waste of money, mowing should be every 10 days and not every 7, and he thinks the City should hire farmers to hay the Soccer Complex. He feels there is a lot of waste.

Discussion/Introduction of Staff and Department Insights.

Department heads introduced themselves and discussed their departments and the challenges they are facing.

Discussion on Intern Development Initiatives.

Josh Conaway, MSU student, discussed his idea for a Sustainable Internship Program for Willard. Discussion was made on recycling, sustainability, and future ideas for the City.

New Business.

None.

Unfinished Business.

None.

Adjourn.

Motion was made by Alderman Kelly and seconded by Alderman Hall 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 9:15 p.m.

Jennifer Rowe, City Clerk

Samuel Snider, Mayor

**CITY OF WILLARD
BOARD OF ALDERMEN**



**AGENDA ITEM #3B
FINANCE DEPARTMENT**

ACTION REQUIRED: APPROVAL REQUESTED

- **Outstanding Invoices – April/May 2021**



City of Willard, MO

Pending Expense Approval Report - 1

By Vendor Name

Post Dates 4/28/2021 - 5/4/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
Vendor: ACE150 - AC ELECTRICAL SYSTEMS, INC.						
Vendor: ACE150 - AC ELECTRICAL SYSTEMS, INC.						
AC ELECTRICAL SYSTEMS, INC.	211581	05/04/2021	D LIFT STATION TRANSFER SWITCH REPAIR - SEWER	20-700-55600	421.88	
					Vendor ACE150 - AC ELECTRICAL SYSTEMS, INC. Total:	421.88
					Vendor ACE150 - AC ELECTRICAL SYSTEMS, INC. Total:	421.88
Vendor: APC100 - ACE PIPE CLEANING						
Vendor: APC100 - ACE PIPE CLEANING						
ACE PIPE CLEANING	21-126	05/04/2021	MANHOLE REHABILITATION WORK ORDER #1 SEWER	20-700-95100	23,986.00	
					Vendor APC100 - ACE PIPE CLEANING Total:	23,986.00
					Vendor APC100 - ACE PIPE CLEANING Total:	23,986.00
Vendor: APAC100 - APAC CENTRAL, INC						
Vendor: APAC100 - APAC CENTRAL, INC						
APAC CENTRAL, INC	7001551701	05/04/2021	ASPHALT MIX FOR STREET REPAIRS- STS	10-300-51000	121.48	
APAC CENTRAL, INC	7001554865	05/04/2021	ASPHALT MIX FOR STREET REPAIRS- STS	10-300-51000	66.11	
					Vendor APAC100 - APAC CENTRAL, INC Total:	187.59
					Vendor APAC100 - APAC CENTRAL, INC Total:	187.59
Vendor: APM100 - APPLE MARKET						
Vendor: APM100 - APPLE MARKET						
APPLE MARKET	81	05/04/2021	CLERKS MEETING DRINKS, PLATES, CUPS, CUTLERY - GEN	10-100-50130	27.92	
					Vendor APM100 - APPLE MARKET Total:	27.92
					Vendor APM100 - APPLE MARKET Total:	27.92
Vendor: ASH350 - ASH GROVE READY MIX CO						
Vendor: ASH350 - ASH GROVE READY MIX CO						
ASH GROVE READY MIX CO	1033	05/04/2021	CONCRETE MIX FOR SIDEWALKS - STS	10-300-51000	620.27	
					Vendor ASH350 - ASH GROVE READY MIX CO Total:	620.27
					Vendor ASH350 - ASH GROVE READY MIX CO Total:	620.27
Vendor: CFS100 - CANON FINANCIAL SERVICES, INC						
Vendor: CFS100 - CANON FINANCIAL SERVICES, INC						
CANON FINANCIAL SERVICES,	26670086	05/04/2021	COPIER LEASE - ALL DEPTS	10-100-55850	32.95	
CANON FINANCIAL SERVICES,	26670086	05/04/2021	COPIER LEASE - ALL DEPTS	10-200-55850	68.28	
CANON FINANCIAL SERVICES,	26670086	05/04/2021	COPIER LEASE - ALL DEPTS	10-250-55850	5.50	
CANON FINANCIAL SERVICES,	26670086	05/04/2021	COPIER LEASE - ALL DEPTS	10-400-55850	5.50	
CANON FINANCIAL SERVICES,	26670086	05/04/2021	COPIER LEASE - ALL DEPTS	20-600-55850	32.95	
CANON FINANCIAL SERVICES,	26670086	05/04/2021	COPIER LEASE - ALL DEPTS	20-700-55850	32.94	
CANON FINANCIAL SERVICES,	26670086	05/04/2021	COPIER LEASE - ALL DEPTS	30-800-55850	68.28	
					Vendor CFS100 - CANON FINANCIAL SERVICES, INC Total:	246.40
					Vendor CFS100 - CANON FINANCIAL SERVICES, INC Total:	246.40
Vendor: CPI100 - COLORGRAPHIC PRINTING INC						
Vendor: CPI100 - COLORGRAPHIC PRINTING INC						
COLORGRAPHIC PRINTING IN	0189595-IN	05/04/2021	HIRING BANNER-PKS	30-800-55200	194.53	
					Vendor CPI100 - COLORGRAPHIC PRINTING INC Total:	194.53
					Vendor CPI100 - COLORGRAPHIC PRINTING INC Total:	194.53

Pending Expense Approval Report - 1

Post Dates: 4/28/2021 - 5/4/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: COMMGN - COMMERCE CREDIT CARD SERVICES					
Vendor: COMMGN - COMMERCE CREDIT CARD SERVICES					
COMMERCE CREDIT CARD SE	R76850446	05/04/2021	STICKER MULE	30-800-55200	121.50
COMMERCE CREDIT CARD SE	042021	05/04/2021	PROMOTIONAL STICKERS-PKS		
COMMERCE CREDIT CARD SE	09076G	05/04/2021	DOMINO'S DEPT HEAD	10-100-50130	41.09
COMMERCE CREDIT CARD SE	09520G	05/04/2021	MEETING PIZZA - GEN		
COMMERCE CREDIT CARD SE	430890176	05/04/2021	PILL BOX MAYOR'S GIFT & CARD - GEN	10-100-50130	8.62
COMMERCE CREDIT CARD SE	29840025	05/04/2021	APPLE MARKET DEPT HEAD	10-100-50130	23.17
COMMERCE CREDIT CARD SE	2899467	05/04/2021	MEETING REFRESHMENTS - GEN		
COMMERCE CREDIT CARD SE	7453012	05/04/2021	WEEBLY CITYOFWILLARD.ORG	10-100-57400	99.00
COMMERCE CREDIT CARD SE	9499464	05/04/2021	WEBSITE RENEWAL - GEN		
COMMERCE CREDIT CARD SE	MO921483Z	05/04/2021	LINGO COMM LIFT STATION	20-700-61000	49.98
COMMERCE CREDIT CARD SE	07121G	05/04/2021	PHONE SERVICE - SEWER		
COMMERCE CREDIT CARD SE	07121G	05/04/2021	AMAZON LEDGER PAD - GEN	10-100-50700	2.79
COMMERCE CREDIT CARD SE	2177183-0	05/04/2021	AMAZON 1 INCH BINDERS - GEN	10-100-50700	10.84
COMMERCE CREDIT CARD SE	2177183-0	05/04/2021	AMAZON TONER CARTRIDGES - CT	10-250-50700	35.98
COMMERCE CREDIT CARD SE	1112	05/04/2021	IDENTOGO BACKGROUND CHECK-PKS	30-800-56500	41.75
COMMERCE CREDIT CARD SE	050121	05/04/2021	WALMART LAPTOP CHARGERS (x2) & USB PORT -	20-600-50130	9.99
COMMERCE CREDIT CARD SE	050121	05/04/2021	WALMART LAPTOP CHARGERS (x2) & USB PORT -	20-700-50130	40.03
COMMERCE CREDIT CARD SE	050121	05/04/2021	ADMIRAL EXPRESS COPY PAPER - GEN/LAW/W/S	10-100-50700	31.02
COMMERCE CREDIT CARD SE	050121	05/04/2021	ADMIRAL EXPRESS COPY PAPER - GEN/LAW/W/S	10-200-50700	31.02
COMMERCE CREDIT CARD SE	050121	05/04/2021	ADMIRAL EXPRESS COPY PAPER - GEN/LAW/W/S	10-300-50700	6.20
COMMERCE CREDIT CARD SE	050121	05/04/2021	ADMIRAL EXPRESS COPY PAPER - GEN/LAW/W/S	20-600-50700	27.92
COMMERCE CREDIT CARD SE	050121	05/04/2021	ADMIRAL EXPRESS COPY PAPER - GEN/LAW/W/S	20-700-50700	27.92
COMMERCE CREDIT CARD SE	06890G	05/04/2021	PIZANOS CLERKS MEETING FOOD - GEN	10-100-50130	235.00
COMMERCE CREDIT CARD SE	3689064	05/04/2021	MoCCFOA - J ROWE MEMBERSHIP FEES - GEN	10-100-55800	25.00
COMMERCE CREDIT CARD SE	050121	05/04/2021	AMAZON SEWER CAMERA LAPTOP BATTERY - SEWER	20-700-52000	45.06
COMMERCE CREDIT CARD SE	050121	05/04/2021	NEXTIVA TELEPHONE EXPENSE - ALL DEPTS	10-100-61000	164.25
COMMERCE CREDIT CARD SE	050121	05/04/2021	NEXTIVA TELEPHONE EXPENSE - ALL DEPTS	10-200-61000	164.26
COMMERCE CREDIT CARD SE	050121	05/04/2021	NEXTIVA TELEPHONE EXPENSE - ALL DEPTS	10-250-61000	117.33
COMMERCE CREDIT CARD SE	050121	05/04/2021	NEXTIVA TELEPHONE EXPENSE - ALL DEPTS	10-300-61000	117.33
COMMERCE CREDIT CARD SE	050121	05/04/2021	NEXTIVA TELEPHONE EXPENSE - ALL DEPTS	10-400-61000	117.33
COMMERCE CREDIT CARD SE	050121	05/04/2021	NEXTIVA TELEPHONE EXPENSE - ALL DEPTS	20-600-61000	164.26
COMMERCE CREDIT CARD SE	050121	05/04/2021	NEXTIVA TELEPHONE EXPENSE - ALL DEPTS	20-700-61000	164.26
COMMERCE CREDIT CARD SE	050121	05/04/2021	NEXTIVA TELEPHONE EXPENSE - ALL DEPTS	30-800-61000	164.26
COMMERCE CREDIT CARD SE	300703424	05/04/2021	GOTOMEETING VIDEO CONFERENCING SOFTWARE - GEN	10-100-57400	19.80
Vendor COMMGN - COMMERCE CREDIT CARD SERVICES Total:					2,106.96
Vendor COMMGN - COMMERCE CREDIT CARD SERVICES Total:					2,106.96

Pending Expense Approval Report - 1

Post Dates: 4/28/2021 - 5/4/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
Vendor: CON170 - CONCO COMPANIES						
Vendor: CON170 - CONCO COMPANIES						
CONCO COMPANIES	7001555672	05/04/2021	5/8 INCH STONE FOR SEWER ROAD - STS	10-300-51000	374.14	
					Vendor CON170 - CONCO COMPANIES Total:	374.14
					Vendor CON170 - CONCO COMPANIES Total:	374.14
Vendor: CPE100 - CROWN POWER & EQUIPMENT						
Vendor: CPE100 - CROWN POWER & EQUIPMENT						
CROWN POWER & EQUIPMEN	6439V	05/04/2021	GRASSHOPPER MOWER BLADE SPINDLE & SHEAVE-PK	30-800-71100	218.40	
					Vendor CPE100 - CROWN POWER & EQUIPMENT Total:	218.40
					Vendor CPE100 - CROWN POWER & EQUIPMENT Total:	218.40
Vendor: CSP100 - CUNNINGHAM SANDBLASTING & PAINTING CO, INC						
Vendor: CSP100 - CUNNINGHAM SANDBLASTING & PAINTING CO, INC						
CUNNINGHAM SANDBLASTIN	484	05/04/2021	JACKSON & 160 WATER TOWER INSPECTION FEES - W	20-600-55600	1,000.00	
CUNNINGHAM SANDBLASTIN	486	05/04/2021	HWYS AB & EE WATERTOWER INSPECTION FEES - WATER	20-600-55600	1,100.00	
					Vendor CSP100 - CUNNINGHAM SANDBLASTING & PAINTING CO, INC Total:	2,100.00
					Vendor CSP100 - CUNNINGHAM SANDBLASTING & PAINTING CO, INC Total:	2,100.00
Vendor: BKM225 - DAVID BLAKEMORE						
Vendor: BKM225 - DAVID BLAKEMORE						
DAVID BLAKEMORE	050121	05/04/2021	CELL PHONE REIMBURSEMENT - STS/W/S	10-300-61000	10.00	
DAVID BLAKEMORE	050121	05/04/2021	CELL PHONE REIMBURSEMENT - STS/W/S	20-600-61000	20.00	
DAVID BLAKEMORE	050121	05/04/2021	CELL PHONE REIMBURSEMENT - STS/W/S	20-700-61000	20.00	
					Vendor BKM225 - DAVID BLAKEMORE Total:	50.00
					Vendor BKM225 - DAVID BLAKEMORE Total:	50.00
Vendor: EJE100 - EJ EQUIPMENT						
Vendor: EJE100 - EJ EQUIPMENT						
EJ EQUIPMENT	P29248	05/04/2021	SEWER CAMERA REPAIR PART - SEWER	20-700-51000	334.98	
					Vendor EJE100 - EJ EQUIPMENT Total:	334.98
					Vendor EJE100 - EJ EQUIPMENT Total:	334.98
Vendor: FRA555 - FRANK'S UNIFORMS						
Vendor: FRA555 - FRANK'S UNIFORMS						
FRANK'S UNIFORMS	3935	05/04/2021	S COLLETTE UNIFORM ALLOWANCE - LAW	10-200-92500	12.95	
					Vendor FRA555 - FRANK'S UNIFORMS Total:	12.95
					Vendor FRA555 - FRANK'S UNIFORMS Total:	12.95
Vendor: GNC100 - GENERAL CODE						
Vendor: GNC100 - GENERAL CODE						
GENERAL CODE	PG000025187	05/04/2021	CODE BOOK SUPPLEMENTAL TEXT PAGES - GEN	10-100-50700	1,031.92	
					Vendor GNC100 - GENERAL CODE Total:	1,031.92
					Vendor GNC100 - GENERAL CODE Total:	1,031.92
Vendor: LEG250 - LEGALSHIELD						
Vendor: LEG250 - LEGALSHIELD						
LEGALSHIELD	042521	05/01/2021	GROUP INSURANCE - LAW	10-200-93000	29.90	
					Vendor LEG250 - LEGALSHIELD Total:	29.90
					Vendor LEG250 - LEGALSHIELD Total:	29.90

Pending Expense Approval Report - 1

Post Dates: 4/28/2021 - 5/4/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: MCL100 - MISSION COMMUNICATIONS LLC					
Vendor: MCL100 - MISSION COMMUNICATIONS LLC					
MISSION COMMUNICATIONS	1051171	05/04/2021	RADIO DAUGHTERBOARD ASSEMBLY - W/S	20-600-51000	260.00
					Vendor MCL100 - MISSION COMMUNICATIONS LLC Total: 260.00
					Vendor MCL100 - MISSION COMMUNICATIONS LLC Total: 260.00
Vendor: ORE145 - O'REILLY AUTOMOTIVE, INC					
Vendor: ORE145 - O'REILLY AUTOMOTIVE, INC					
O'REILLY AUTOMOTIVE, INC	2367-359155	05/04/2021	OIL FILTER - LAW	10-200-71000	3.69
					Vendor ORE145 - O'REILLY AUTOMOTIVE, INC Total: 3.69
					Vendor ORE145 - O'REILLY AUTOMOTIVE, INC Total: 3.69
Vendor: GCT100 - SPRINGFIELD GREENE COUNTY OFFICE OF EM					
Vendor: GCT100 - SPRINGFIELD GREENE COUNTY OFFICE OF EM					
SPRINGFIELD GREENE COUNT	2nd QTR 2021	05/04/2021	APRIL - JUNE PRE-DISASTER SERVICES - EM	10-500-55600	4,208.00
					Vendor GCT100 - SPRINGFIELD GREENE COUNTY OFFICE OF EM Total: 4,208.00
					Vendor GCT100 - SPRINGFIELD GREENE COUNTY OFFICE OF EM Total: 4,208.00
Vendor: SQB100 - SQUIBB MEDIA, LLC					
Vendor: SQB100 - SQUIBB MEDIA, LLC					
SQUIBB MEDIA, LLC	744	05/04/2021	2020 WATER QUALITY REPORT PUBLICATION - WATE	20-600-55200	304.67
					Vendor SQB100 - SQUIBB MEDIA, LLC Total: 304.67
					Vendor SQB100 - SQUIBB MEDIA, LLC Total: 304.67
Vendor: SWM500 - SWMOCCFOA					
Vendor: SWM500 - SWMOCCFOA					
SWMOCCFOA	2021	05/04/2021	JENNIFER ROWE MEMBERSHIP DUES - GEN	10-100-55800	20.00
					Vendor SWM500 - SWMOCCFOA Total: 20.00
					Vendor SWM500 - SWMOCCFOA Total: 20.00
Vendor: TRH100 - TREVOR HOFFMAN					
Vendor: TRH100 - TREVOR HOFFMAN					
TREVOR HOFFMAN	050121	05/04/2021	CELL PHONE REIMBURSEMENT - STS/W/S	10-300-61000	10.00
TREVOR HOFFMAN	050121	05/04/2021	CELL PHONE REIMBURSEMENT - STS/W/S	20-600-61000	20.00
TREVOR HOFFMAN	050121	05/04/2021	CELL PHONE REIMBURSEMENT - STS/W/S	20-700-61000	20.00
					Vendor TRH100 - TREVOR HOFFMAN Total: 50.00
					Vendor TRH100 - TREVOR HOFFMAN Total: 50.00
Vendor: TYL100 - TYLER TECHNOLOGIES INC					
Vendor: TYL100 - TYLER TECHNOLOGIES INC					
TYLER TECHNOLOGIES INC	025-329998	05/04/2021	QUARTERLY SOFTWARE SUBSCRIPTION FEES - ALL DEPTS	10-100-57400	1,376.35
TYLER TECHNOLOGIES INC	025-329998	05/04/2021	QUARTERLY SOFTWARE SUBSCRIPTION FEES - ALL DEPTS	10-200-57400	206.45
TYLER TECHNOLOGIES INC	025-329998	05/04/2021	QUARTERLY SOFTWARE SUBSCRIPTION FEES - ALL DEPTS	10-250-57400	206.45
TYLER TECHNOLOGIES INC	025-329998	05/04/2021	QUARTERLY SOFTWARE SUBSCRIPTION FEES - ALL DEPTS	10-400-57400	206.45
TYLER TECHNOLOGIES INC	025-329998	05/04/2021	QUARTERLY SOFTWARE SUBSCRIPTION FEES - ALL DEPTS	20-600-57400	2,339.80
TYLER TECHNOLOGIES INC	025-329998	05/04/2021	QUARTERLY SOFTWARE SUBSCRIPTION FEES - ALL DEPTS	20-700-57400	2,339.80

Pending Expense Approval Report - 1

Post Dates: 4/28/2021 - 5/4/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TYLER TECHNOLOGIES INC	025-329998	05/04/2021	QUARTERLY SOFTWARE SUBSCRIPTION FEES - ALL DEPTS	30-800-57400	206.45
Vendor TYL100 - TYLER TECHNOLOGIES INC Total:					6,881.75
Vendor TYL100 - TYLER TECHNOLOGIES INC Total:					6,881.75
Vendor: TTC100 - TYR TRAINING COMPANY					
Vendor: TTC100 - TYR TRAINING COMPANY					
TYR TRAINING COMPANY	1	05/04/2021	C STEEN, M COLLINS, & B DECKARD DRUG TRAINING- LAW	10-200-56950	150.00
Vendor TTC100 - TYR TRAINING COMPANY Total:					150.00
Vendor TTC100 - TYR TRAINING COMPANY Total:					150.00
Vendor: WAL110 - WALMART COMMUNITY/RFCSLLC					
Vendor: WAL110 - WALMART COMMUNITY/RFCSLLC					
WALMART COMMUNITY/RFC	016401	05/04/2021	SAMS CLUB CONCESSIONS-PK	30-800-50200	170.46
WALMART COMMUNITY/RFC	0222228	05/04/2021	SAMS CLUB CONCESSIONS-PK	30-800-50200	106.93
Vendor WAL110 - WALMART COMMUNITY/RFCSLLC Total:					277.39
Vendor WAL110 - WALMART COMMUNITY/RFCSLLC Total:					277.39
Vendor: WTV100 - WILLARD HOME CENTER LLC					
Vendor: WTV100 - WILLARD HOME CENTER LLC					
WILLARD HOME CENTER LLC	D43094	05/04/2021	5 GALLON DIESEL FUEL CAN - STS	10-300-52000	21.99
WILLARD HOME CENTER LLC	B165789	05/04/2021	CLEVIS - STS	10-300-51000	5.59
WILLARD HOME CENTER LLC	B166087	05/04/2021	DRILL BIT - STS	10-300-51000	7.69
WILLARD HOME CENTER LLC	D44175	05/04/2021	BOOM MOWER ROPE - STS	10-300-51000	6.75
WILLARD HOME CENTER LLC	D44379	05/04/2021	WARRANTY METER RETURN POSTAGE - WATER	20-600-50750	17.29
WILLARD HOME CENTER LLC	D44418	05/04/2021	BOLTS - STS	10-300-51000	0.68
WILLARD HOME CENTER LLC	B166548	05/04/2021	GRASS SEED - STS	10-300-50130	12.99
WILLARD HOME CENTER LLC	D44491	05/04/2021	CAMERA BOARD & ERTS RETURN POSTAGE - W/S	20-600-50750	45.49
WILLARD HOME CENTER LLC	D44491	05/04/2021	CAMERA BOARD & ERTS RETURN POSTAGE - W/S	20-700-50750	45.50
WILLARD HOME CENTER LLC	D44512	05/04/2021	BOLTS - STS	10-300-51000	4.00
WILLARD HOME CENTER LLC	B166408	05/04/2021	MESH WIRE - SEWER	20-700-51000	13.49
Vendor WTV100 - WILLARD HOME CENTER LLC Total:					181.46
Vendor WTV100 - WILLARD HOME CENTER LLC Total:					181.46
Grand Total:					44,280.80

Report Summary

Fund Summary

Fund	Expense Amount
10 - GENERAL FUND	10,104.03
20 - WATER AND SEWER FUND	32,884.21
30 - PARKS FUND	1,292.56
Grand Total:	44,280.80

Account Summary

Account Number	Account Name	Expense Amount
10-100-50130	SUPPLIES-GCG	335.80
10-100-50700	OFFICE SUPPLIES-GCG	1,076.57
10-100-55800	DUES AND SUBSCRIPTIO	45.00
10-100-55850	EQUIPMENT RENTAL-GE	32.95
10-100-57400	EQUIPMENT/SOFTWARE	1,495.15
10-100-61000	TELEPHONE-GCG	164.25
10-200-50700	OFFICE SUPPLIES-LAW	31.02
10-200-55850	EQUIPMENT RENTAL-LA	68.28
10-200-56950	TRAINING & EDUCATION	150.00
10-200-57400	EQUIPMENT/SOFTWARE	206.45
10-200-61000	TELEPHONE-LAW	164.26
10-200-71000	VEHICLE REPAIR & MAIN	3.69
10-200-92500	UNIFORMS-LAW	12.95
10-200-93000	GROUP INSURANCE-LA	29.90
10-250-50700	OFFICE SUPPLIES-COURT	35.98
10-250-55850	EQUIPMENT RENTAL-CO	5.50
10-250-57400	EQUIP/SOFTWARE CONT	206.45
10-250-61000	TELEPHONE-COURT	117.33
10-300-50130	SUPPLIES-STREETS	12.99
10-300-50700	OFFICE SUPPLIES-STREET	6.20
10-300-51000	REPAIRS AND MAINTEN	1,206.71
10-300-52000	SUPPLIES SMALL EQUIP	21.99
10-300-61000	TELEPHONE-STREETS	137.33
10-400-55850	EQUIPMENT RENTAL-P&	5.50
10-400-57400	EQUIPMENT/SOFTWARE	206.45
10-400-61000	TELEPHONE-P&D	117.33
10-500-55600	CONTRACT LABOR-EM	4,208.00
20-600-50130	SUPPLIES-WATER	9.99
20-600-50700	OFFICE SUPPLIES-WATER	27.92
20-600-50750	POSTAGE-WATER	62.78
20-600-51000	REPAIRS AND MAINTEN	260.00
20-600-55200	ADVERTISING-WATER	304.67
20-600-55600	CONTRACT LABOR--WAT	2,100.00
20-600-55850	EQUIPMENT RENTAL-WA	32.95
20-600-57400	EQUIPMENT/SOFTWARE	2,339.80
20-600-61000	TELEPHONE WATER	204.26
20-700-50130	SUPPLIES-SEWER	40.03
20-700-50700	OFFICE SUPPLIES-SEWER	27.92
20-700-50750	POSTAGE-SEWER	45.50
20-700-51000	REPAIRS AND MAINTEN	348.47
20-700-52000	SUPPLIES SMALL EQUIP	45.06
20-700-55600	CONTRACT LABOR-SEWE	421.88
20-700-55850	EQUIPMENT RENTAL-SE	32.94
20-700-57400	EQUIPMENT/SOFTWARE	2,339.80
20-700-61000	TELEPHONE-SEWER	254.24
20-700-95100	CAPITAL ASSET EXP-SEW	23,986.00
30-800-50200	CONCESSIONS-PKS	277.39
30-800-55200	ADVERTISING-PKS	316.03
30-800-55850	EQUIPMENT RENTAL-PK	68.28
30-800-56500	SAFETY PROGRAM-PKS	41.75

Account Summary

Account Number	Account Name	Expense Amount
30-800-57400	EQUIPMENT/SOFTWARE	206.45
30-800-61000	TELEPHONE-PKS	164.26
30-800-71100	EQUIPMENT REPAIR &	218.40
	Grand Total:	44,280.80

Project Account Summary

Project Account Key	Expense Amount	
None	43,945.82	
5100021	334.98	
	Grand Total:	44,280.80

Public Works Report

April 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 137 utility locates for the month.
- We completed 115 Work orders for the month.
- We fixed a water leak 2617 Honeysuckle.
- We fixed a major leak at the high school behind the soccer field.
- We fixed a leaking tee connection at the end of Primrose.
- We tapped another new service on FR 124.
- We fixed a customer broken shut off at 6919 Lone Oak.
- We dug up and exposed the cased water line that runs under Hwy 160 at FR 94 to confirm line size for possible future expansion.
- The Meadows water tower has a leak that will need to be repaired in the immediate future.
- We continue to clean up and do dirt work from previous leaks.

Sewer

- The inspection and replacement of the old force main on old Willard road has been completed. A valve is in place to evacuate the line at the flowmeter if there are any future problems.
- We built a berm around our D lift station to keep flooding from entering the station and water from entering the wet well.
- We continue to work on I&I issues and have fixed various deficiencies at the following locations: D-124 , D-140, D-143, D-148, D-155, D-191, D-213 and a cleanout at 125 Deer Run.
- All the repairs that were done by ACE have been inspected and are watertight.
- We cleaned out the check valves at our D lift station finding no problems. However, the valve on the new force main won't completely shut down so parts are on order to fix it.
- We received a perfect inspection report from DNR for our lagoon system.
- We had to replace the cable on our sewer camera due to continued problems. We also had to replace a retrieval board, a power switch and have the battery replaced in the laptop.

Streets

- We cleaned out the fence row by our Whispering Oaks lift station along the Frisco Trail.
- We built a new bridge across the waterway in Miller Farm Park to accommodate foot traffic and equipment.
- We built a new sidewalk/crosswalk at the intersection of Wright Street and Hunt Road.
- We repoured the small section of sidewalk on Proctor Road that was removed to install a waterline stub out.
- We repoured part of a driveway and concreted a huge road patch on Grand Prairie due to a previous I&I fix.
- We continue to patch potholes at various locations throughout the city.
- We have started our summer mowing program of the right of ways throughout town.
- I completed an assessment of the roads throughout Willard and rated them.

Equipment Usage and Repairs

April 2021

Equip #	Description	Prior Month Miles/Hours	Current Month Miles/Hours	Monthly Usage	Service and Repairs	YTD Repair Cost
1	2013 Ford F-150	89,952	90,695	743	\$0.00	\$0.00
2	2004 Chevy 1 Ton Dump	152,785	153,949	1,164	\$0.00	\$219.00
3	2003 Chevy 1 Ton Utility - Sewer	181,526	182,164	638	\$0.00	\$122.97
4	1998 Dodge 1/2 Ton FB	128,162	128,217	55	\$0.00	\$0.00
5	2001 Chevy 1500	115,670	116,365	695	\$0.00	\$0.00
6	2000 Chevy 3/4 Ton FB	151,860	152,726	866	\$0.00	\$0.00
7	1993 Ford 1 Ton Utility - Water	94,694	94,694	-	\$0.00	\$0.00
8	2005 International 3200 Dump	21,569	21,569	-	\$0.00	\$0.00
9	2017 Chevy Silverado	39,338	41,336	1,998	\$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	3,620	3,667	47	\$0.00	\$418.04
13	60XT Case Skid Steer	1,568	1,568	-	\$0.00	\$0.00
14	JD Tractor	3,199	3,199	-	\$0.00	\$0.00
15	Kubota RTV 1100	933	942	9	\$0.00	\$0.00
					\$0.00	\$760.01

Description of Repair/Service	
PD#1	2013 Dodge Charger
PD#2	2013 Dodge Charger
PD#3	2013 Dodge Charger
PD#4	2017 Ford Explorer Oil and Filter Rotate Tires 4-23-21 \$3.69
PD#5	2019 Dodge Charger Oil and Filter Rotate Tires 4-7-21 \$4.14
PD#6	2013 Dodge Charger Oil and Filter Rotate Tires 4-30-21 \$4.14
PD#7	2017 Ford Explorer
PD#8	2008 Harley Davidson

Monthly Water Loss 2021

Current Month

Month	January	February	March	April	Annual Average	Annual
Amount of Gallons Pumped	29,620,700	30,270,900	26,945,200	29,161,800	38,666,200	115,998,600
Dollar Amount Sold	\$80,766.74	\$79,594.44	\$78,603.44	\$75,228.70	\$104,731.11	\$314,193.32
Gallons of Water Sold	16,780,000	16,153,000	15,705,000	14,463,000	21,033,667	63,101,000
Flushing	0	0	0	0	0	0
Leaks/Adjustments	30,000	175,000	30,000	210,000	148,333	445,000
City Usage (not billed)	108,000	15,000	15,000	14,000	50,667	152,000
Fire Dept	12,000	16,000	16,000	12,000	18,667	56,000
Tower Overflows	0	0	0	0	0	0
Residuals	45,000	45,000	45,000	45,000	60,000	180,000
Total Gallons Accounted For	16,855,000	16,373,000	15,780,000	14,718,000	21,242,000	63,726,000
% Water Loss	43.10%	45.91%	41.44%	49.53%	45.06%	
Amount of Water Lost	12,765,700	13,897,900	11,165,200	14,443,800	17,424,200	52,272,600
Willard North #1	3,333,200	2,523,100	3,225,500	3,174,100	4,085,300	12,255,900
Willard South #2	4,439,900	4,602,600	4,057,400	4,450,700	5,850,200	17,550,600
Meadows West #1	12,055,600	12,809,200	10,952,300	10,296,000	15,371,033	46,113,100
Meadows East #2	10,292,000	10,836,000	9,210,000	11,741,000	14,026,333	42,079,000
Correction per MRWA Willard Well 1&	-500,000	-500,000	-500,000	-500,000	-666,667	-2,000,000
Total Water Pumped	29,620,700	30,270,900	26,945,200	29,161,800	38,666,200	115,998,600
Customer Count						
City Commercial Irrigation	14	14	14	14	19	
City Commercial 1 SPF	129	129	131	131	173	
City Commercial 3 Water only	20	21	21	21	28	220
City Residential Irrigation	3	3	3	4	4	
City Residential 1 SPF	2008	2014	2021	2013	2,685	
City Residential 3 Water Only	72	72	75	72	97	2,787
Rural Irrigation	4	5	4	4	6	
Rural Residential 1 SPF	7	8	8	8	10	
Rural Residential 2 Lagoon	276	274	275	275	367	
Rural Residential 3 Water Only	872	873	878	875	1,166	1,549
Rural Commercial 2 Lagoon	3	3	3	3	4	
Rural Commercial 3 Water only	13	13	13	13	17	
Zero-Non Billed	9	9	9	9	12	33
Number of Total Customers	3430	3438	3455	3442	4588	4588
Service Consumption						
City Commercial Irrigation	19,000	11,000	18,000	91,000	46,333	
City Commercial 1 SPF	2,724,000	2,153,000	1,617,000	1,386,000	2,626,667	
City Commercial 3 Water only	49,000	180,000	213,000	187,000	209,667	2,882,667
City Residential Irrigation	1,000	1,000	-	1,000	1,000	
City Residential 1 SPF	8,001,000	7,917,000	7,723,000	7,606,000	10,415,667	
City Residential 3 Water Only	383,000	363,000	366,000	329,000	480,333	10,897,000
Rural Irrigation	-	-	-	-	0	
Rural Residential 1 SPF	52,000	57,000	32,000	38,000	59,667	
Rural Residential 2 Lagoon	1,080,000	1,097,000	969,000	977,000	1,374,333	
Rural Residential 3 Water Only	4,245,000	4,230,000	4,602,000	3,643,000	5,573,333	7,007,333
Rural Commercial 2 Lagoon	16,000	17,000	14,000	16,000	21,000	
Rural Commercial 3 Water only	90,000	96,000	120,000	161,000	155,667	176,667
Zero-Non Billed	120,000	31,000	31,000	28,000	70,000	70,000
Total Gallons of Consumption	16,780,000	16,153,000	15,705,000	14,463,000	21,033,667	21,033,667



Willard Police Department
April 2021 - Monthly Statistical Report



Administration	Officer – DSN	Case #'s
Tom McClain, Chief	1601-001	4
Shannon Shipley, Lt.	1602-003	12
Total		16

Squad #1	1603-044	Billie Deckard, Cpl	23	Squad #2	1604-027	Steve Purdy, Cpl. Investigator	47
	1607-050	Caleb Steen, Officer	41		1609-051	Wayne Hansen, Officer	33
	1605-056	Mark Cole, Officer	41		1608-054	Stefan Collette, Officer	43
					1606-053	Meagan Collins, Officer	55
	Total		105	Total			178

Reserves	Officer	Officer Names	Case #'s	Hours
	1630-024	Clint Heimbach, SRO		
	1631-045	Cindy Garton, SRO		
	1632-052	Mark Riggan, SRO		
	1641-014	Brian Gordon, Reserve		
	1642-015	JD Landon, Reserve	1	10
	1645-047	Glenn Cozzens, Reserve		
	1646-031	Andrew Hunt, Reserve		
	1643-048	Tim Wheeler, Reserve		
	1647-049	Brandon Bond, Reserve		5
	Total			
Total Incidents for the month...			300	

Incident Statistics

Felony	13	HBO (Handled by Officers)	140
Misdemeanor	7	Use of Force	0
Infraction	164	Dog at Large	2
Other (Services)	116	Neglect-0 /Abuse-0 / Bites-0	

Vehicle Maintenance

Vehicle	Odometer Reading	Monthly Mileage	Shifts Used	Miles per Shift	Monthly Maintenance	Year to Date Maintenance
WPD-01 2013 Charger	116,900	646	19	34	0	0
WPD-03 2013 Charger	150,019	837	12	70	0	302.00
WPD-04 2018 Explorer	75,908	2314	25	93	0	654.78
WPD-05 2019 Charger	50,562	2397	26	92	15.00	758.51
WPD-06 2020 Charger	39,125	2826	24	118	0	35.00
WPD-07 2017 Explorer	17,415	163	6	27	0	0
WPD-08 M Harley	5,740	0	0	0	0	0

Vehicle Maintenance Details

WPD-01:	WPD-05: flat tire
WPD-03:	WPD-06:
WPD-04:	WPD-07:

Misc. Dept. Info:

Parks and Recreation - Director's Report – May 2021

Quote of the Month: “Don't look too far into the future, just look at tomorrow. One day at a time. Can you win tomorrow? Can you make progress? The answer is yes, you have a choice and tomorrow you're going to win.” -- Joe Wicks

Budget

The budget for the parks department on the revenue side is beginning to note some steady increases as programs, sports, and the aquatic center begin preparing to open. On the expense side, as we begin to move into summer programs, we will see an increase in the expense side, primarily in staffing cost.

Event/Program Planning and Recap

Baseball registration is ongoing; it will end on May 15th. Swim team registration is ongoing; it will end June 5th. Camp registration is ongoing and will continue throughout the summer. We are still taking Freedom Fest Vendor applications. Summer programs will be offered throughout, with the anticipation of returning to a more normal schedule in the fall.

Maintenance

The maintenance team is doing a great job keeping the parks looking great. We have added staff, subtracted staff, and added staff again. I believe that we will be in good shape by mid-summer, as the new staff become accustomed to routine. We will see an increase in expense in maintenance as we open more facilities, specifically the pool.

New Playground Project

We have a project management intern beginning in June for this project. Her duties will include grant writing, timeline development, community education and outreach, and others. I expect her work will take some from my plate and allow me to focus on continuing to develop our programs, staff, and a preventative/corrective maintenance program.

Hiring

Recreation side: We are currently hiring for all summer positions. We are not receiving a very large number of applicants for Camp Counselor Lifeguard. These are two critical positions, in that the associated programs cannot (either by state mandate or by industry standards) be operated without a sufficient number of employees. We are posting about our openings on Facebook, have shared the postings on MSU off campus Jobs board, and have ordered signs to be posted in high visibility areas. We have posted these jobs on indeed.com as well.

We are continuing to try to fill these positions, however, if these positions are not filled soon, we may see a delay in opening these program areas. At this point, we will not be able to operate the pool in a normal operational manner. Specifically, we will have to deviate from the advertised hours of operation to meet current program and rental obligations and are currently considering only opening for weekends and the aforementioned times.

This deviation will likely be for a significant period, as all lifeguards that are hiree will need to be trained by an ARC instructor, and there are a limited number of instructors/classes available.

Operations side: We are hiring part-time maintenance staff for working in the Parks doing mowing and landscaping.

**Planning and Development Report
May 10, 2021**

Ongoing Projects/ Developments

ATM Commercial Subdivision Phase 3- The developer has submitted Phase 3 sketch plat of the ATM Commercial Subdivision. Staff has coordinated a neighborhood meeting to be held May 17th at the community building. Comments will be provided to the Planning and Zoning Commission and the Board of Aldermen Public Hearings scheduled for May 27th and June 14th. Algier Martin has been copied on the information and will be reviewing all submittals concerning this Phase.

Canterbury Place Subdivision- Staff has completed four (4) rough in inspections for the developer. Seven of the homes are under roof and framing is almost complete on three- one foundation has just been completed.

North Brook Apartments- Staff has released final occupancies for the west half of the apartment. Staff has been notified the developer is 2-3 weeks out on requesting final inspections on the other twelve (12) units.

West Ridge- Staff is waiting on a final development plan to be submitted for review before going to P/Z. and then BOA.

Miller Rd. Project- Work is ongoing in preparation for asphalt work. Staff has communicated with the Engineers that previous work completed was unacceptable and along with utility relocations it has resulted in the project being delayed. With exception of rain delays we are on track for completion around the first of June.

CMH- Staff attended the second monthly progress meeting on May 6 at the community building. The concrete slab has been completed and steel components should be going up soon. The water and sewer extensions have been staked and the contractor will be starting to install pipe soon.

Stone Creek Phase 2 and 3- Staff is currently awaiting construction plans from the developer.

Hoffman Hills Subdivision- Staff is currently awaiting construction plans from the developer.

Commercial Infill/Remodel Projects – Washboard Laundry Café, Hive Restaurant, Corneilson State Farm Insurance.

Additional ongoing projects – Plan reviews, issuing Building permits, Building Inspections, Nuisance Complaints, water policies and water fee structure review, wastewater engineering report, filing and processing Non -Residential User Pretreatment Questionnaires and FOG

inspections paperwork, Risk and Resilience Plan/Report 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
Randy Brown, Director of Development

Planning and Development:

15 permits were issued in April totaling \$5,002.60 in permit fees collected and has an estimated construction cost of \$245,269.89. Estimated value of work done year to date is \$3,892,664.89, with total permit fees collected at \$31,776.45

Received a rezoning request and began preparing the file with a map of the area, envelopes for the neighbors, and the on-site posting for the public hearing. The file was scanned for electronic record keeping.

Prepared the file for ATM Commercial Ph 3. Confirmed the envelopes to the neighboring properties, stuffing the envelopes with the public notice and neighborhood meeting notice, as well as the on-site notice of public hearing.

Researched BOA and P&Z minutes for upcoming meetings.

There was a total of 91 Pre-Treatment Surveys submitted. They've all been scanned and loaded on a flash drive, ready for review by Cochran.

Completed the sunshine requests for BuildZoom.

Completed an elevation certificate webinar workshop hosted by SEMA. Del Schwalls from Schwalls Consulting was the instructor and encouraged attendees to contact him if there are any questions/concerns with elevation certificates submitted or push back from insurance companies.

Mapping:

Reprinted sewer maps based on lift stations for upcoming projects/meetings.

Sent Allgeires, Martin the up to date water and sewer data.

Began addressing West Ridge - waiting on confirmation before sending them to Greene County and 911.

Updated the sidewalk data to include the completed Hunt Rd. project.

Sent subdivision plats to Missouri One Call, and Spire since the information didn't get distributed to them.

Prosecuting Clerk:

379 Open cases without dispositions (301 have active warrants)

244 Open cases with dispositions, are pending payments (191 have active warrants)

89 Probation cases (17 have a class or community service hours to complete)

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

3 Discoveries, and 2 plea offers were sent to defense attorneys

There were 5 trials scheduled in April.

There are 2 trials scheduled for May.

Checked retention files for correctness

Got the Willard Schools ORI # active on the PA Portal/Show me courts program

-Abigail Brixey

CITY CLERK: (Informational only) APRIL 2021

~Issued 9 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, ECDF, Traffic Committee and Tree Board.

~Updated website with new information.

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

~Handled citizen complaints and directed to the appropriate department heads.

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

~Completed Sunshine requests as received.

~Completed bid proposals and ensured advertising was complete.

~Sworn in as President of the SW Division of Missouri City Clerks and Finance Officers Association.

~Hosted April Clerks Meeting and Training.

~Updated Elected Officials to MML.

EMERGENCY MANAGEMENT: (Informational only) APRIL 2021

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

~Attended Cybersecurity Seminar exercise.

~Monitored weather, sent radios in for programming.

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.

<u>I. COURT INFORMATION</u>		Municipality: Willard Municipal Court		Reporting Period: Apr 1, 2021 - Apr 30, 2021	
Mailing Address: 224 W JACKSON ST, WILLARD, MO 65781					
Physical Address: 224 W JACKSON ST, WILLARD, MO 65781				County: Greene County	
Telephone Number:		Fax Number:			
Prepared by: JESSICA TRUITT			E-mail Address:		
Municipal Judge: Kristoffer Barefield					
<u>II. MONTHLY CASELOAD INFORMATION</u>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		17	341	111	
B. Cases (citations/informations) filed		1	12	4	
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	1	0	
3. court/bench trial - NOT GUILTY		0	0	0	
4. plea of GUILTY in court		1	45	10	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	9	0	
6. dismissed by court		0	0	0	
7. <i>nolle prosequi</i>		0	4	0	
8. certified for jury trial (not heard in Municipal Division)		0	0	0	
9. TOTAL CASE DISPOSITIONS		1	59	10	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		17	294	105	
E. Trial de Novo and/or appeal applications filed		0	0	0	
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>			<u>IV. PARKING TICKETS</u>		
1. # Issued during reporting period	15	1. # Issued during period	0		
2. # Served/withdrawn during reporting period	21	<input checked="" type="checkbox"/> Court staff does not process parking tickets			
3. # Outstanding at end of reporting period	548				

MUNICIPAL DIVISION SUMMARY REPORTING FORM

<u>COURT INFORMATION</u>	Municipality: Willard Municipal Court	Reporting Period: Apr 1, 2021 - Apr 30, 2021
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<u>V. DISBURSEMENTS</u>			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: 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	\$2,759.50	Bonds Posted	\$13.85
Clerk Fee - Excess Revenue	\$330.00	Court Automation	\$398.87
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$11.10	Judicial Facility Srchg CT31	\$543.50
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Law Enf Arrest-Local	\$90.60
Total Excess Revenue	\$3,100.60	Total Other Disbursements	\$1,046.82
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$8,581.95
Fines - Other		Bond Refunds	\$388.35
Clerk Fee - Other		Total Disbursements	\$8,970.30
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF			
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			
Total Other Revenue			

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

Discussion/Vote on Monthly Expense Payments.

City of Willard Recurring Vendors

<u>Vendor</u>	<u>Service</u>	<u>Due Date</u>
AT&T	Public Works internet service	15th
American United Life Insurance	Life insurance	1st
Big Bear	Shredding	Every 6 weeks
Canon Financial Services, Inc	Copier lease	20th
City of Springfield	Sewer usage	20th
Colonial Supplemental Insurance	Supplemental insurance	1st
Delta Dental	Dental insurance	1st
Delta Vision	Vision insurance	1st
Department of Treasury Internal Revenue Service	Federal withholding taxes	Every pay day
Enterprise Fleet Management	Vehicle lease	20th
Family Support Registry	Child support garnishments	Every pay day
Federal Protection	Parks Dept security service	Quarterly
Lakeland Office Systems	Copies	30th
Law Office of Kristopher Barefield	Municipal judge fees	20th
Legalshield	Police Dept group insurance	15th
Liberty Utilities	Electric utilities	25th
Lingo Communications	Lift station phone service	15th
Midwest Fibre	Recycle center fees	30th
Missouri Department of Revenue	State withholding taxes	30th
Missouri Department of Revenue	Sales tax	Quarterly
Missouri LAGERS	Retirement	12th
Missouri One Call	Locate fees	15th
Missouri State Highway Patrol	MULES software fees	Quarterly
Nextiva	Telephone service	10th
Nitel	Internet service	30th
Online Collections	Utility collection fees	15th
Online Information Services	Utility exchange reports	15th
Ozark Greenways	Rent	1st
Patriot Disposal	Citizen trash service	10th
Quadient Leasing	Utility Billing folding machine lease	Quarterly
Quest Software Systems Inc (Infinisource)	Time clock lease	30th
Republic Services (Allied)	Citizen & City trash service	15th
Reynolds & Gold	Legal & prosecuting attorney services	20th
Schendel Pest Services	Pest control service	10th
Spire Gas	Gas utilities	24th
Springfield Greene County Health Department	Water testing	15th
TASC	Flexible spending account	Every pay day
TASC	Administration fees	Quarterly
Tyler Technologies	Accounting & utilities software	Quarterly
Tyler Technologies	Utility billing notifications	Quarterly
Tyler Technologies	Utility billing software fees	Quarterly
United Healthcare	Health insurance	1st
VDS Vision	IT Services	20th
Verizon	Cell phone service	15th
WCA	Citizen trash service	30th
WEX	Vehicle fuel	24th
Willard Post Office	Utility billing postage	20th
Willard Post Office	Utility reminders postage	10th

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

Discussion/Vote on Fitness Center Proposal.

Willard Parks and Recreation Fitness Center Space Proposal

As you know, Cox Health has decided to not renew their contract with the Willard Parks department. Reasons cited include a loss of revenue and memberships due to COVID and increased operational cost due to the Cox Health System's security, safety, and technology requirements. This has created both a burden as the loss of lease revenue and an opportunity for increased amenities available at the Recreation Center.

I have spoken with representatives from Cox Fitness, and they have expressed an interest in maintaining as positive as possible a relationship with the City and the community. As they are downsizing their fitness operations, they have presented the City and the Parks Department with a unique opportunity. Cox is willing to sell select pieces of the used cardio equipment to the City at a deep discount. Additionally, they have offered to trade their Cybex Strength Equipment to the City in exchange for the City forgoing the June lease payment.

I believe that this is a very good opportunity for the Recreation Center to expand their amenities. As you are aware, the Recreation Center began charging a day use fee (with the option of an annual membership) in 2021. The addition of a small circuit of strength equipment and a variety of cardio equipment would be another piece to add to the Recreation Center to provide services to the community and would be included in the day use fee at no additional charge.

With the equipment available through this opportunity, the Parks Department would not be out a significant outlay of capital, and the equipment provided at the Recreation Center would encourage family health, one of the goals of the Parks Department. It would do this by providing the opportunity to be a true multi-use facility, with family members engaging in sports or exercise in a single trip to a single destination.

At the current fee structure, the facility would be open only during regular operating hours, preventing the need for additional staff. Staff on site during normal Rec Center operational hours will be available to answer the only most basic level of questions regarding fitness and would not be able to offer the training or nutrition advice patrons may find in a commercial training facility. In terms of revenue generation for the Recreation Center the additional amenities will likely increase foot traffic for other facility use.

With the current and anticipated strength and cardio equipment, I do not expect that the Recreation Center will draw serious fitness enthusiasts away from established businesses, however I believe that the facility will provide an opportunity for entry level fitness. It will offer a less intimidating experience that will transition to a more serious pursuit as users become more comfortable with the equipment and processes, similar to how our youth sports programs are structured as an introduction to the sport.

In short, the Parks Department can:

- Increase the number of amenities available to community
- Provide individuals the opportunity to try fitness at low cost
- Offer a fitness facility with a low start-up cost for the City
- Gain equipment that's value is good trade for lease payment

Additionally:

- The equipment, while older, has been well maintained and has low use
- Does not significantly increase operational overhead while adding services

I would like to recommend that the Board authorize staff to:

1. Permit the City to accept CYBEX 14-piece strength equipment circuit as payment for the June lease payment: (equipment valued at more than \$7000 at auction)
2. Enter negotiations for the purchase of used cardio equipment from Cox Health.

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

Ordinance approving the Agreement with Ozark Greenways. (1st & 2nd Read) Discussion/Vote.

First Reading: 05/06/21

Second Reading: 05/06/21

Council Bill No.: 21-12

Ordinance No.: 210510

AN ORDINANCE

ACCEPTING THE LEASE AGREEMENT WITH OZARK GREENWAYS FOR RENTING 115 E. JACKSON, WILLARD, MO, AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS, ON BEHALF OF THE CITY OF WILLARD.

WHEREAS, Ozark Greenways owns the building at 115 E. Jackson and has agreed to lease it to the City of Willard for use.

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 agreement with Ozark Greenways 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
_____ TYLER KELLY	_____	_____	_____
_____ RYAN SIMMONS	_____	_____	_____
_____ DONNA STEWART	_____	_____	_____
_____ LARRY WHITMAN	_____	_____	_____
_____ SAM BAIRD	_____	_____	_____

First Reading: 05/06/21

Second Reading: 05/06/21

Council Bill No.: 21-12

Ordinance No.: 210506

LANDON HALL

2nd READ

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAINED

TYLER KELLY

RYAN SIMMONS

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

LANDON HALL

LEASE AGREEMENT – City of Willard

THIS LEASE, made and entered into this _____ day of _____, 2021 by and between **Ozark Greenways, Incorporated**, hereinafter referred to as "Landlord," and **City of Willard**, hereinafter referred to as "Tenant", hereby memorializes the following mutual terms, conditions, promises and covenants:

WITNESSETH, that the Landlord hereby leases to the Tenant, subject to the terms and conditions as set forth in this Lease Agreement, the building and property located at **115 East Jackson Street, Willard, Missouri 65781**, which includes the building and property, and all fixed improvement and the following described personal property:

One story brick storage building located at the west portion of property, building size 5,000 sq. ft. (hereinafter collectively referred to as the "demised premises.").

TO HAVE AND TO HOLD the demised premises for a period of one year, commencing on the _____ day of _____ through the _____ day of _____, Thereafter, Tenant shall have the option to renew its tenancy for an additional 1-year period, so long as the terms of this Agreement have been complied with to Landlord's satisfaction. If Tenant intends exercise this renewal option, Tenant must exercise such option with six (6) months written notice.

Tenant shall pay as rent \$500.00 per month, due and payable in full on or before the first day of each month. If the Landlord does not receive the rent by the 5th of each month, Tenant agrees to pay an additional rent in the amount of \$25.00, plus \$5.00 per day until the rent of or the current month is paid in full. Tenant agrees to pay an additional \$20.00 should any rent check be returned to the Landlord by the Tenant's bank. Tenant acknowledges and agrees that all permanently affixed in-kind improvements and contributions to the demised premises will become and remain the property of the Landlord, and Tenant shall not be allowed to remove any such in-kind improvements upon the termination of this agreement. Tenant also agrees that all improvements shall meet the building code requirements of the City of Willard, and Greene County, Missouri.

If Tenant is to occupy the demised premises prior to the date of the first regularly scheduled lease payment, then prorate rent in the amount of \$_____ is due at the time of possession for the balance of \$_____. It is expressly agreed that all of the provisions of this agreement, except the in-kind rent requirement of the Tenant, will be in full force and effect during such prorate period.

Landlord, to secure the Tenant's performance of all obligations of this lease, has received a Security and Clean-up Deposit in the amount of \$_____. The Tenant hereby acknowledges that said demised premises have been inspected by Tenant and found to be in an acceptable condition. Tenant agrees to surrender all keys and deliver possession of the demised premises to Landlord at the end of the lease term, or any year-to-year extension thereof, in a clean and undamaged condition. In the event the property is not ready for new Tenants, the cost to make ready including cleaning, repair, plumbing and exterminating of pests will be deducted from the deposits, provided however, that the deposits will not be applied toward all routine maintenance and normal wear and tear. In the event of default in the payment of any periodic lease payment, Tenant hereby waives all rights to the refund of deposits and shall be liable for all damage in excess of the amount of said deposits.

It is expressly agreed that the premises are leased only to the above named tenant, and this lease shall not be assignable by the Tenant nor shall Tenant be permitted to sublease all or any portion of the demised premises without the written consent of Landlord.

1. The Landlord covenants and agrees as follows:

- a. To put the Tenant in possession of the demised premises on the date of the commencement of this agreement, and to allow the Tenant to hold and enjoy the premises peaceably and quietly during the term without any interruption by the Landlord, provided that the Tenant observes all condition set forth in this agreement.
- b. If demised premises are totally destroyed or rendered wholly uninhabitable by fire or otherwise, without fault or negligence of the tenant, this lease shall be terminated as of the date of destruction and a prorate proportion of the prepaid rent shall be refunded to the Tenant.
- c. To allow Tenant to erect no more than one identification or advertising sign, not exceeding twenty-five (25) square feet in size, on or about the demised premises. Any signs erected must be in good taste and promote the style of the Frisco Highline Trail, in the sole discretion of the Landlord. Before the Tenant erects any such signs, they must obtain written permission from the Landlord.
- d. To allow Tenant to install a security system, water, electric or sewer improvements as needed to conduct business or operations at the site at their expense. The Tenant may also install a floor lift rack or such device as needed for safe practice of business.
- e. The leased premises shall be structurally sound and free of material defects. Said premises shall have adequate utility services to the building including electricity, water and sewage disposal to allow tenant to conduct its commercial business as authorized herein.
- f. Tenant shall be responsible for the behavior and any damage done by guests, employees, agents, independent contractors, family members, or any person that the Tenant specifically allows or requests on the demised premises. Should either party elect to take legal action to endorse the terms and provisions of this Lease Agreement, or to take action against the other party relating to this tenancy or the demised premises, the losing party agrees to pay any and all costs and expenses incurred by the prevailing party, including reasonable attorney fees.

2. The Tenant covenants and agrees as follows:

- a. To pay all lease payment and notices provided for herein, by check or money order made payable to Ozark Greenways, Incorporated and mailed to: P.O. Box 50733, Springfield, Missouri 65805, unless otherwise advised in writing, by the Landlord or their agent.
- b. Tenant agrees not to do or permit to be done anything, which would cause cancellation or an increase in the rate of property insurance.

- c. Tenant agrees to arrange for the transfer of all utilities to Tenant's name on or before the date of possession, and to pay for all utilities provided to the demised premises during this the term of this Lease or any extension thereof. Possession of the property shall not be granted until said transfer of utilities is completed.
- d. Tenant agrees that Landlord, or Landlord's agents, shall have free and unencumbered access to the demised premises at all reasonable times for the purpose of examining the condition of the property and making repairs, and improvements, and also for six months prior to the termination of this lease agreement for the purpose of showing the property to new prospective tenants. The Tenant agrees to keep walks and porches free from ice and snow.
- e. Tenant agrees to make no alteration, repairs, or improvements to the property without the consent of the Landlord. No outside placement or storage of materials, supplies or equipment shall be allowed unless prior approval of the Landlord is obtained. Any alteration, repairs, or improvements made by the tenant shall become part of the premises and may not be removed at the expiration of this lease.
- f. Any damage to the premises that occurs during the Tenants occupancy, including, but not limited to broken glass, clogged toilets, sinks, or any other damage caused by the Tenant will be repaired and paid for by the Tenant when such damage occurs. Such damage will be immediately reported to the Landlord in writing. In the event that the Tenant does not make such repairs in a reasonable time, the Landlord shall make such repairs and recover the costs thereof from the Tenant. The amount of the damage will be determined by the actual cost of repair, including all labor and materials. Failure to report and repair any damage done to the demised premises, regardless of the nature or sources of such damage may, at the option of the Landlord, be considered a breach of the lease and be grounds for termination by the Landlord. The Tenant agrees to forfeit any prepaid rent for the month that a termination is effected by the Landlord, as liquidated damages.
- g. Any non-payment of rent, consistent late payment of rent, or any disruptive or illegal behavior of the Tenant is grounds for termination of this lease by the Landlord. Tenant shall be responsible for the behavior and any damage done by guests, employees, agents, independent contractors, family members, or any persons that the Tenant allows or requests on the demised premises. Should it be necessary for the Landlord to enforce the terms and provisions of this lease, or to take legal action against Tenant relating to this tenancy or the demised premises, the Tenant agrees to pay any and all costs and expenses incurred by the Landlord thereby, including reasonable attorney's fees.
- h. Should the rent not be paid by the fifth day of each month and the Tenant is unable to be found, the Landlord may leave a notice in the building stating that the rent must be paid within 48 hours. Should the rent remain unpaid and the Landlord remain unable to find the Tenant, the Tenant hereby agrees that the premises may be declared vacated and the personal property, if any, remaining shall be deemed abandoned. The Tenant hereby agrees to give the Landlord the power to remove any and all personal property from the premises and have it stored at the Tenant's expense. Should the Tenant not be heard from or located by the Landlord for an additional 20 days after removal of

said property, the Tenant hereby gives the Landlord permission to dispose of said property in a reasonable manner. The net proceeds, if any, from the sale or disposal of the Tenant's property shall be held by the Landlord for a period of 90 days. Should the Tenant fail to claim such proceeds, the said proceeds shall go to the Landlord as liquidated damages. Nothing in this paragraph shall apply if the Tenant provides notice to the Landlord that the Tenant shall be away from the Springfield area for a period of time not greater than two weeks, and the Landlord agrees in writing to extend the time that rent will be due.

- i. All notices given to the Tenant may be served upon the Tenant personally, or by mail addressed to the Tenant at the demised premises. Any notice by the Tenant to the Landlord must be in writing and delivered to the Landlord personally, or delivered as required by the Landlord.
- j. Landlord shall not be liable to Tenant or Tenant's agents, guests, or employees for any damage to them or their persons or property, by theft or burglary, water, rain, snow, ice, sleet, fire, explosion, frost, storm and accidents or by breakage, stoppage or leakage of water, gas, heating and sewer pipes, electric wiring or current or plumbing upon, about or adjacent to said premises, nor for any negligence of others that may cause damage of any character whatsoever. The Tenant further agrees to hold harmless, indemnify, save and defend the Landlord from any claims or any other persons or entities, for damages relating to or arising out of the Tenant's possession of the demised premises, Tenant's acts, actions, or omissions, or the condition of the demised premises, during this tenancy, no matter how such damages are caused.
- k. Tenant agrees to keep the demised premises in a clean and tidy condition, and free from dirt, trash and refuse. Tenant agrees that no outdoor storage or equipment or materials is to be allowed.
- l. Tenant agrees that if he/she/they/it hold-over and retain possession of the demised premises beyond the time set forth herein, that the terms and conditions of this lease shall remain in full force and effect during the entirety of the Tenant's possession.
- m. Tenant hereby understands and agrees that there have been no representations other than those contained herein, and that this agreement is a total agreement and understanding between the parties, and is binding on the Tenant's heirs, assigns, successors, executors or administrators.

3. Insurance and Indemnity:

- a. The Tenant shall provide, pay the premiums for, and keep in force during the entire term of this Lease and any extensions or renewals thereof, general liability insurance with a good and solvent insurance company licensed to do business in the State of Missouri, naming the Landlord as an additional insured, in the amounts of at least \$2,000,000 per occurrence, \$500,000 with respect to injuries of any one person, \$500,000 with respect to any one accident, and \$300,000 with respect to property damage, and shall deliver certificates of such insurance to the Landlord within 30 days from the date this Lease commences.

- b. The Tenant agrees to defend and hold the Landlord harmless from any and all liability, suits, causes of action, claims for damages, including but not limited to costs and attorney's fees, due to injury or damage to any person or property or any environmental claims, losses, damages, cleanup costs, fines or penalties resulting from or arising out of any actions or omissions of the Tenant, its agents, servants, employees, contractors or business invitees, or any defect in the premises first appearing or arising during the Tenant's possession.
- c. The Tenant shall obtain and maintain any property or casualty insurance it desires regarding the Tenant's personal property, fixtures, contents or business interruption coverage at the Tenant's sole cost, and the Tenant agrees that in no event shall the Landlord be liable to the Tenant for any damages to the Tenant's goods, inventory or personal property. Every insurance policy obtained by either party pursuant to this Agreement shall expressly waive any and all rights of subrogation against the other party, its agents and employees. The Tenant shall deliver to the Landlord, certificates of such insurance, which shall declare that the respective insurer may not cancel the same in whole or in part without giving the Landlord written notice of its intention to do so at least ten (10) days in advance.

4. Fire and Other Casualty:

- a. If the Leased Premises, or any portion thereof, are partially or totally destroyed or damaged by fire or other casualty covered by any fire and extended coverage insurance carried by the Landlord on the demised premises, the Landlord shall repair and restore the damaged portion of the premises (excluding any tenant fit up work in excess of the building standard and any additions, equipment, furniture and alterations made by the Tenant) as soon as it is reasonably practicable to substantially the same condition in which the Leased Premises were before such damage to the extent permitted by the available insurance proceeds. Provided, however, that if the Leased Premises are completely destroyed or badly damaged that such repairs cannot be completed within six (6) months thereafter, the Lease Agreement may be terminated immediately by either party hereto by serving written notice upon the other, and in such event, all insurance proceeds shall be the sole property of the Landlord. Under no circumstances shall the Landlord be liable to the Tenant for business interruption or the consequential losses or damages except to the extent of available insurance.
- b. In the event of Leased Premises, or any portion thereof, is destroyed or damaged by fire or other casualty covered by the fire and extended coverage insurance carried by the Landlord that such damaged portion can not reasonably be used by the Tenant for the purpose herein provided and the Lease Agreement is not terminated as above provided, there shall be an abatement of rent to the extent that the damaged portion of the Leased Premises is unfit for use by the Tenant in the ordinary course of its business until said damaged portion of the Leased Premises is made useable.
- c. In the event the Leased premises, or any portion, shall be destroyed or damaged by fire or other casualty resulting from the fault or negligence of the Tenant, or the agents, employees, licensees or invitees of the Tenant, such damage shall be repaired by and at the expense of the Tenant (to the extent that such destruction or damage is not covered by the fire and extended coverage insurance carried by the Landlord) under

the direction and supervision of the Landlord, and rent shall continue without abatement.

- d. The Tenant shall obtain and maintain any property or casualty insurance it desires regarding tenant's personal property, fixtures, contents or business interruption coverage at the Tenant's sole cost, and the Tenant agrees that in no event shall the Landlord be liable to the Tenant for any damage to the Tenant's goods, inventory or personal property unless said damage is caused by the Landlord's negligence and/or breach of this agreement. The Tenant shall request any insurance company which issues a policy of insurance on the demised premises to provide to the tenant a certificate of said insurance, which shall declare that the respective insurer may not cancel the same in whole or in part without giving the Landlord written notice of its intention to do so at least 10 days in advance.

"LANDLORD"
Ozark Greenways, Inc.

"TENANT"
City of Willard

By _____
Mary Kromrey, Executive Director

By _____

Date _____

Date _____

Approved by: Ozark Greenways, Inc. Board of Directors: July 23, 2014

Approved by: