

Regular Council Meeting
December 13th, 2016
6:00 PM

- The Piedmont City Council met in regular session on December 13th, 2016 at Piedmont City Hall. Those in attendance were as follows: Aldermen Tracey Bennett, Brian Tutterrow, Scot Tucker, Alderwoman Karen Townsend, City Attorney Bob Ramshur, and City Clerk Tammy Thurman. Mayor Kirkpatrick presided over the meeting.

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- Mayor Kirkpatrick listed the following items for consideration:

1. Call to order and welcome guest.
2. Approve minutes from the previous meetings:
 - a) November 8, 2016 Regular Council Meeting
 - b) November 8, 2016 Executive Meeting
 - c) November 22, 2016 Special Council Meeting
 - d) November 22, 2016 Special Executive Meeting
3. Amend the budget if necessary
4. Approve accounts payable for December
5. Consideration of approving the Fiscal Year 2016 audit
6. Discuss and approve engineering contract per CDBG regulations for the paving project
7. Discuss and approve Ordinance # 2016-03 An Ordinance adopting and enacting a new Chapter 210, offenses, of the City of Piedmont, County of Wayne, State of Missouri; and providing for the repeal of inconsistent provisions; and providing when this Ordinance shall be effective
8. Miscellaneous
9. Retire into executive session
10. Adjourn both meetings

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1. Mayor Kirkpatrick called the meeting to order and welcomed the following guests: Chief of Police Richard Sanders, City Secretary Georgia Woods, Patrick Kintner with Stanley, Dirnberger, Hopper and Associates, City Treasurer Dennis Ross, City Collector Bill McMurry, Fire Chief Seth Deck, John Fuller with Poplar Bluff Job Center, Officer Cory Thompson and Fred Zamzow

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2. Mayor Kirkpatrick called for a motion to approve the following minutes:

- a) November 8, 2016 Regular Council Meeting
- b) November 8, 2016 Executive Meeting
- c) November 22, 2016 Special Council Meeting
- d) November 22, 2016 Special Executive Meeting

Alderman Tucker made the motion to approve the Regular Council Meeting and Special Council Meetings minutes of November 2016. Alderman Bennett seconded the motion and it carried.

Alderman Tutterrow	Aye	Alderman Tucker	Aye
Alderwoman Townsend	Aye	Alderman Bennett	Aye
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3. City Treasurer Dennis Ross stated there was no need to amend the budget.

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4. Mayor Kirkpatrick called for a motion to approve the accounts payable for December.

Alderman Tutterrow made the motion, seconded by Alderman Bennett to pay accounts payable for December 2016 Journal #1653-1658. The motion carried.

Alderman Tutterrow	Aye	Alderman Tucker	Aye
Alderwoman Townsend	Aye	Alderman Bennett	Aye
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5. Mayor Kirkpatrick recognized Auditor Patrick Kitner with Stanley, Dirnberger, Hopper and Associates. Mr. Kitner presented Fiscal Year 2016 Audit Report year ending June 30, 2016.

FINANCIAL ANALYSIS OF THE CITY AS A WHOLE

The following table presents a summary of net assets as of June 30, 2016:

Cash and Cash Equivalents:	\$ 1,134,335
Other Current Assets:	\$ 248,016
Net Pension Assets – Proportionate Share:	\$ 278,699
Capital Assets (Net):	<u>\$ 9,210,689</u>
Total Assets:	<u>\$10,871,739</u>
 Net Deferred Outflows (Inflows) of Resources:	 \$ 133,309
 Current Liabilities:	 \$ 435,723
Non-Current Liabilities:	<u>\$ 4,883,419</u>
Total Liabilities:	<u>\$ 5,269,142</u>
 Net Position:	
Net Investment in Capital Assets:	\$ 9,106,163
Restricted:	\$ 1,333,231
Unrestricted:	<u>\$(4,703,488)</u>
Total Net Position:	<u>\$ 5,735,906</u>

Mr. Kitner reported that the City's overall financial position remained steady during the fiscal year ending June 30, 2016 as is witnessed with the change in the net position balance from \$5,718,173 in the prior year (2015) to \$5,735,906 in the current year.

The City added \$196,505 in capital asset additions, comprised of \$52,374 in land and land improvements (airport improvements) and \$144,131 in equipment and vehicles.

With no further questions directed to Mr. Kitner, Alderman Tucker made the motion to accept the FY 2016 audit as presented. Alderman Bennett seconded the motion and it carried.

Alderwoman Townsend	Aye	Alderman Bennett	Aye
Alderman Tucker	Aye	Alderman Tutterrow	Aye
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6. Mayor Kirkpatrick presented the following Agreement For Professional Services for consideration:

**BARTLETT & WEST, INC.
AGREEMENT FOR PROFESSIONAL SERVICES**

This is an agreement effective as of _____, 2016 between CITY OF PIEDMONT, MO ("CLIENT") located at 115 West Green Street, Piedmont, MO 63957 and Bartlett & West, Inc. ("CONSULTANT") located at 1719 Southridge Drive, Suite 100, Jefferson City, MO65109.

WHEREAS, the CLIENT intends to mill and or overlay various asphalt streets in town as shown on Exhibit B.

WHEREAS, the CLIENT intends to engage the CONSULTANT to perform certain professional services with regard to such work, which is hereinafter called the PROJECT.

The CLIENT and CONSULTANT therefore agree as follows:

ARTICLE I – DEFINITIONS AND RULES OF INTERPRETATION

- A. The agreement between the CLIENT and the CONSULTANT consists of this Agreement for Professional Services, the Standard Provisions of Agreement for Professional Services attached as Exhibit A, and the following exhibits and addenda:

1. Exhibit B – Project Location.
2. Exhibit C – CDBG Terms and Conditions
3. Exhibit D – Work Authorization Affidavit

All such items together shall be referenced herein as the "Agreement."

- B. In the event of any conflict in the language of this Agreement for Professional Services with the Standard Provisions of Agreement attached hereto, the language of the Standard Provisions of Agreement shall control.

- C. This Agreement represents the entire and integrated agreement between the CLIENT and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and the CONSULTANT.
- D. This Agreement shall be governed by the laws of the state of Missouri.

ARTICLE II – SCOPE OF WORK

- A. The CONSULTANT shall perform services as described below. Any additional services must be separately requested by the CLIENT and agreed to by the CONSULTANT pursuant to Article II.A.8 below.

1) Data Collection and Survey Phase. CONSULTANT shall:

- a) The ENGINEER shall collect data and information used in performing the project duties including the following tasks:
 - i) Request, obtain and review existing subdivision plats and street plans that would be supplied by the City of Piedmont to Bartlett & West, Inc.
 - ii) Request, obtain and review available aerial mapping, contours, storm sewer, and sanitary sewer locations and plans that would be supplied by the City of Piedmont to Bartlett & West, Inc.
 - iii) Review of the Grant and all Community Development Block Grant Guidelines
- b) The ENGINEER shall perform a site visit to review the existing topography to create a project base map that will include the following tasks:
 - i) Obtain any existing survey deeds and horizontal and vertical control points from the City of Piedmont. Project control will not be set for this project.
 - ii) Review all existing pavement that is to be replaced, any structures that will be within the construction limits, private entrances and other features to develop the project mapping
 - iii) Contact MO One-Call for field locates of utilities and sketch in utilities on the base map. A survey will NOT be completed of those utilities.

2) Permitting. CONSULTANT shall:

- a) The ENGINEER will obtain permits for the following tasks:
 - i) A floodplain development permit for the construction of Pittsburg Street

3) Preliminary Plans. CONSULTANT shall:

- a) Develop roadway alignment and geometry for Pittsburg Street
- b) Develop preliminary plans for the proposed improvements. Construction drawings will be prepared on 22" x 34" size sheets. The scale shall be as determined to be appropriate but will likely be 1" = 20'. The preliminary submittal is anticipated to include:
 - i) Cover Sheet

- ii) Typical Sections/General Notes (1 sheet assumed)
- iii) Roadway Plan Sheets (4 Sheets assumed)
- iv) General Details (1 sheet assumed)

4) Final Plans. CONSULTANT shall:

- a) Address comments from the City and develop final plans. The plans are anticipated to include:
 - i) Cover Sheet
 - ii) Typical Section/General Notes (1 sheet assumed)
 - iii) Roadway Plan Sheets (4 sheets assumed)
 - iv) General Details (1 sheet assumed)
 - v) Traffic Control Plans (4 sheets assumed)
- b) Calculate quantities, estimate of probable cost and tabulation of quantities.
- c) Develop technical specifications and bidding documents (assumes the use of MoDOT specs with JSPs and bidding documents will be standard EJCDC documents edited by the Engineer).
- d) Submit plans, technical specifications and bid documents to the City. Provide the plans in PDF format and specifications in PDF format.
- E) Hold a conference call to review specifications and cost estimates with grant administrator and make any necessary changes
- f) Submit final signed and sealed plans to the City

5) Design QA/QC and Coordination. CONSULTANT shall:

- a) No additional meetings are included in this scope of services.
- b) Quality Reviews
 - i) Perform periodic reviews of project for quality assurance purposes. Perform a quality control review of the project deliverables at each submittal stage.
 - ii) Perform an office check of proposed construction improvements.
- c) Administration and Coordination
 - i) Perform duties necessary for administration of project contract. Prepare and administer project expenses and invoicing to City.
 - ii) General communication with City. This includes email updates, phoneconversations, and general correspondence on approximately a bi-weekly basis during the course of the project.

6) Bidding Phase Services. CONSULTANT shall:

- a) Submit Plans and Specifications in pdf formant.
- b) City to answer bidder questions. Bartlett & West to clarify as necessary.
- c) Advertising for Bid in local newspaper
- d) Attend Bid Opening and Pre-Construction Meeting.
- e) Prepare bid tab, check contractor references and recommend award of bid.

7) Project-specific construction engineering services. CONSULTANT shall:

- a) Perform construction observation services necessary and incidental to the accomplishment of the projects as follows:
 - i) Furnish services, labor, materials, equipment, supplies and incidentals, other than those hereinafter designated to be furnished by the City, necessary to conduct and complete the services.
 - ii) Provide the services of a resident project representative at the site with the responsibilities referenced in paragraph 22 of the Standard Provisions of Agreement attached as Exhibit A to this Agreement.
 - iii) Designate a full-time field representative, who shall have experience and certifications (as determined by the City) to observe all work done and materials furnished. All activities of the full-time field representative will be coordinated with the City's representative. Such services may extend to all and any part of the work and to the preparation of materials to be used. The full-time field representative is not authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the project contractor, however, shall have the authority to reject work or materials until any questions at issue can be referred to and be decided by representatives of the City.
 - iv) Conduct any conferences deemed necessary by the City under the terms of this agreement.
 - v) Become familiar with the standard practices of the City, contract documents (specifications, construction agreement, special provisions and plans), and the contractor's proposed schedule of operations prior to beginning field services to be performed under this agreement.
 - vi) Perform the services in accordance with accepted safety practices, however, these services will not extend to safety practices of the construction contractor.
 - vii) Observe all phases of construction and, to the best of the Field Representatives abilities, determine the contractor's compliance with the contract documents and deem unacceptable such work and material which do not comply with the specifications and plans.
 - viii) Keep daily documentation and quantity summaries as required by the City.
 - ix) Measure and compute all materials incorporated into the work and maintain an item account record.
 - x) Maintain for the City all original diaries, accounts, records and reports prepared upon completion of the project.
 - xi) Document changes to the plans and submit to the City.
- b) Provide construction administration services necessary and incidental to the accomplishment of the projects as follows:
 - i) Conduct any on-site meetings to discuss project issues, as determined necessary by the City's project representative. Meetings should include contractor's superintendent, the City representative, the design engineer(s), and others related to project, as necessary.
 - ii) Coordinate with Public Works staff on project related issues.

- iii) Prepare and distribute notes that document any construction meetings.
 - iv) Prepare weekly construction summaries.
 - v) Coordinate with property owners and businesses affected by the project to minimize disruption to their business/property.
 - vi) Coordinate with project design engineer(s) on project modifications / additions to ensure that the original intent of the improvements are being met and that the proposed modifications / additions are designed properly.
 - vii) Review pay estimates submitted by the Contractor and forward said pay estimates to the City representative with comments.
- c) Duration of services:
- i) Construction Observation and Services are for a consecutive 2- week period consisting of six 10-hour working days.
 - ii) Lodging and mileage for the Field Representative are included in the services for this 2- week period.

8) Additional services not included. Additional services will be provided by the CONSULTANT upon the request of the CLIENT and paid for as defined in Article V, Payment Provisions. These services may include, but are not limited to:

- a) Services resulting from significant changes in the scope, extent, or character of the portions of the PROJECT designed or specified by the CONSULTANT including, but not limited to, changes in size, complexity, CLIENT'S schedule, character of construction, or method of financing. These services may also be as a result of changes in laws or regulations after the signing of this Agreement or other causes beyond the CONSULTANT'S control.
- b) Providing construction surveys and staking to enable the Contractor to perform its work other than the establishment of baselines and benchmarks.
- c) Preparing and furnishing record drawings showing appropriate record information based on PROJECT annotated record information furnished by the Contractor.
- d) Serving as a consultant or witness for the CLIENT in any litigation, arbitration, or other dispute resolution process related to the PROJECT.
- e) Other services performed by the CONSULTANT not otherwise provided for in this Agreement.
- f) Easement acquisition and negotiation.
- g) No Local, State or Federal Permit acquisition is included unless otherwise noted
- h) Investigation for subsurface rock and the depth of such are not included.
- i) No subcontracted services are included.
- j) No geotechnical services are included.
- k) No topographic survey or right of way research is included.
- l) No public meetings are included in this service, unless otherwise noted.
- m) Design of utilities and any existing or proposed storm sewer pipes or conveyance systems are not included.
- n) Design of streets outside of the streets listed in the grant are not included.
- o) Design of driveways or private drives is not included.

- p) Design of any street lights or permanent traffic control devices are not included.
- q) Street replacement design is not included.
- r) Any services associated with condemnation actions such as staking of easements, testifying in hearings or providing professional opinions.
- s) Changes in the general scope, extent, or character of the project or its design, including but not limited to changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted design documents when such revisions are required by changes in laws, regulations, ordinances, codes or orders enacted subsequent to the preparation of such design documents or due to any other causes beyond the Engineer's control.
- t) Asphalt, concrete, or other construction material testing.
- u) Staking at the request of utility companies relative to utility relocation.
- v) Establishing property or section corners.

ARTICLE III - CLIENT'S RESPONSIBILITIES

In addition to other responsibilities set forth in this Agreement, the CLIENT shall:

- A. Provide CONSULTANT with all criteria and full information as to CLIENT'S requirements for the PROJECT, including design objectives, capacity, performance requirements, and budgetary limitations upon which the CONSULTANT may rely.
- B. Furnish available information pertinent to the PROJECT including reports and data relative to previous designs, or investigation at or adjacent to the site.
- C. Arrange for safe access to and make all provisions for CONSULTANT to enter upon public and private property as required to perform services under this Agreement.
- D. Examine alternative solutions, reports, drawings, specifications, and other documents presented by the CONSULTANT and render timely decisions pertaining to the documents.
- E. Provide timely reviews, approvals, and permits from all governmental authorities having jurisdiction over elements or phases of the PROJECT.
- F. Participate in conferences, meetings, bid openings, and other similar aspects of the PROJECT as requested by the CONSULTANT.

ARTICLE IV – TIME OF PERFORMANCE FOR SERVICES

- A. The services under this Agreement have been agreed to in anticipation of the orderly progress of the PROJECT through completion. Unless a specific time of performance for services is specified in this Agreement, CONSULTANT'S obligation to render services hereunder will be for a period which may be reasonably required for the completion of said services. If a specific time of performance is provided herein and if the CLIENT has requested changes in the scope or character of the PROJECT, the time of performance shall be extended to

accommodate such changes.

ARTICLE V – PAYMENT PROVISIONS

A. CLIENT shall pay the CONSULTANT for services described in the Scope of Work, Sections 1-7 as follows:

1. A Lump Sum fee of \$29,335 for design and \$22,001 for construction phase services.

B. The Lump Sum includes compensation for CONSULTANT'S services and services of CONSULTANT'S sub-consultants, if any. The Lump Sum includes labor and direct expenses associated with providing the services as defined.

C. The portion of the Lump Sum amount billed for CONSULTANT'S services will be based upon the CONSULTANT'S estimate of the percentage of completion accomplished during the billing period.

D. Additional services, as referenced in Article II.A-5, shall be agreed upon in advance of the services being provided. The additional services will be billed in the same manner as above unless otherwise stated in this Agreement.

ARTICLE VI – INSURANCE

A. CONSULTANT shall purchase and maintain insurance as set forth below:

1. Commercial General Liability insurance with a limit of \$1,000,000 for each occurrence and \$2,000,000 general aggregate.
 2. Automobile Liability insurance with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
 3. Workers Compensation and Employer's Liability insurance in accordance with statutory requirements, with a limit of \$1,000,000 for each accident.
 4. Professional Liability insurance on a claims made basis in the amount of \$5,000,000 per claim and \$10,000,000 annual aggregate.
 5. Technology E&O with a limit of \$1,000,000 each claim and aggregate.
- Certificates of insurance evidencing the coverages indicated above will be provided to CLIENT upon request.

ARTICLE VII – DISPUTE RESOLUTION

A. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration if it involves a total claim amount and anticipated costs including attorney's fees and expenses of less than \$200,000. Claims in excess of \$200,000 shall be brought only in the district court of Cole County, Missouri and the parties agree to this venue and to jurisdiction by this court. Prior to arbitration or litigation, the parties shall endeavor to resolve disputes by mediation in accordance with paragraph 10 of the standard provisions of agreement attached as Exhibit A.

B. Unless the parties mutually agree otherwise, arbitration shall be in accordance with the

construction industry arbitration rules of the American Arbitration Association then in effect. The demand for arbitration shall be filed in writing with the other party to the agreement and with the American Arbitration Association.

C. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

D. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in the state having jurisdiction thereof.

ARTICLE VIII – ALLOCATION OF RISKS

A. Percentage Share of Negligence. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damage caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of the CLIENT, CONSULTANT, and all other negligent entities and individuals.

ARTICLE IX – INDEMNITY

A. Indemnity by CONSULTANT. The CONSULTANT agrees to indemnify and hold harmless the CLIENT from and against damages, losses, costs or expenses (including reasonable attorney's fees) actually incurred by CLIENT but only to the extent caused by the negligent performance of the CONSULTANT. In the event that the CLIENT and CONSULTANT are both at fault for certain damages, then each party shall bear liability for its own respective percentage of fault.

B. CONSULTANT will not be required to indemnify the CLIENT for claims caused or alleged to be caused in whole or in part by the acts or omissions of the CLIENT or other third parties for whom the CONSULTANT is not responsible.

C. The CONSULTANT's obligation to indemnify the CLIENT is limited by Article X Design Contingency and Limitation of Liability provisions.

D. Under no circumstances shall the CONSULTANT be required to pay the defense costs of the CLIENT, unless the CONSULTANT is adjudged to be negligent by a court of law, and such defense costs are included as damages in the award. The CONSULTANT's obligation to pay defense costs, if awarded by a court, is limited by Article X. Design Contingency and Limitation of Liability provisions, if any such provisions are part of this Agreement.

ARTICLE X – DESIGN CONTINGENCY AND LIMITATION OF LIABILITY

A. DESIGN CONTINGENCY. CONSULTANT makes no warranty, express or implied, that its design is free of errors. CLIENT and CONSULTANT agree that certain increased costs and changes may be required and are anticipated due to omissions, errors or inconsistencies in drawings and specifications prepared by CONSULTANT. Therefore, CLIENT agrees to set aside a reserve in the amount of 10 percent (10%) of the estimated total project cost as a contingency to be used, as needed, to pay for any such increased costs and changes. The percentage is intended to be for the whole project cost and not applied as a percentage to individual segments or quantities of a construction project. CLIENT agrees to make no claim against CONSULTANT with respect to any increased cost within this contingency amount. If costs due to changes resulting from design errors, omissions or inconsistencies exceed the contingency, then CONSULTANT shall be responsible for damages incurred by CLIENT above that sum but only to the extent caused by CONSULTANT's negligent performance. Cost increases as a result of CLIENT requests made after construction documents are issued for permit, changes in governmental agency requirements after previous approval, or unforeseen conditions are not costs due to errors, omissions or inconsistencies. In no event shall CONSULTANT be responsible for direct costs that CLIENT would have incurred in the construction contract, including actual installed quantities during construction, but for the CONSULTANT's error or omission.

B. LIMITATION OF LIABILITY. To the extent that claims against the CONSULTANT exceed the contingency set forth above, then to the fullest extent permitted by law, CLIENT agrees to limit the total liability, in the aggregate, of CONSULTANT's officers, directors, employees, agents and independent professional associates and consultants, and any of them, to CLIENT, anyone claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to CONSULTANT's services, the PROJECT or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of CONSULTANT's officers, directors, employees, agents or independent professional associates or consultants, or any of them. Such liability shall not exceed the total compensation actually received by CONSULTANT under this Agreement.

C. The CLIENT and CONSULTANT agree that specific and adequate consideration has been given for this limitation of liability. IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the effective date of which is indicated on page 1.

CLIENT: CONSULTANT:
CITY OF PIEDMONT, MO BARTLETT & WEST, INC.

By:

By:

EXHIBIT A on file.

Alderman Tutterrow made the motion to pass the Agreement For Professional Services between the City of Piedmont and Bartlett and West in the amount of \$51,336 for engineering services regarding the paving project through CDBG. Alderwoman Townsend seconds the motion and it carried.

Alderwoman Townsend

Aye

Alderman Tucker

Aye

Alderman Bennett

Aye

Alderman Tutterrow Aye

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7. Mayor Kirkpatrick presented Bill 03-2016 for consideration:

BILL NO. _____

ORD. NO. _____

AN ORDINANCE ADOPTING AND ENACTING A NEW CHAPTER 210, OFFENSES, OF THE CITY OF PIEDMONT, COUNTY OF WAYNE, STATE OF MISSOURI; AND PROVIDING FOR THE REPEAL OF INCONSISTENT PROVISIONS; AND PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE

Be it ordained by the Board of Aldermen of the City of Piedmont, County of Wayne, State of Missouri, as follows:

Section 1. Findings.

In the 2014 Legislative Session, the Missouri State Legislature enacted Senate Bill 491 and House Bill 1371 which resulted in numerous revisions to Title 38 (Crimes and Punishment) of the State Statutes, effective as of January 1, 2017. Therefore, the City of Piedmont, County of Wayne, State of Missouri, enacts this ordinance to effect compliance with the Revised Statutes of Missouri.

Section 2. Adoption of Revised Chapter and Repeal of Inconsistent Provisions; Effective Date.

- A. The entirety of Chapter 210, Offenses, attached hereto, is hereby adopted and enacted as an ordinance of the City of Piedmont. This ordinance shall repeal any inconsistent provisions, to the extent of such inconsistency only, as of the effective date provided in Subsection (C) hereof.
- B. The repeal of such inconsistent provisions shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any contract or right established or accruing before the effective date of this ordinance, nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to such date.
- C. All provisions of this ordinance and revised Chapter 210, Offenses, adopted hereby shall be in full force and effect on January 1, 2017.

Section 3. Severability.

It is hereby declared to be the intention of the Board of Aldermen that the Sections, paragraphs, sentences, clauses and phrases of this ordinance and Chapter 210, Offenses, hereby adopted are severable, and if any phrase, clause, sentence, paragraph or Section of this ordinance or Chapter 210 hereby adopted shall be declared unconstitutional or otherwise invalid by the valid judgment or decree of a court of competent jurisdiction,

such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and Sections of this ordinance or Chapter 210 hereby adopted.

READ AND PASSED THIS ____ DAY OF _____, 20__.

Mayor
ATTEST:
City Clerk

After being read three times a motion was made by Alderman Bennett and seconded by Alderwoman Townsend to pass Bill# 03-2016 to Ordinance #2016-03. The motion passed.

Alderwoman Townsend	Aye	Alderman Tucker	Aye
Alderman Bennett	Aye	Alderman Tutterrow	Aye
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8. Mayor Kirkpatrick asked if there was any other business before the council:

- Mayor Kirkpatrick introduced John Fuller with ResCare Workforce Service, which is a partner with Jobs. Missouri. John stated that on Thursday, December 15th, that the City of Piedmont is hosting a Workforce Workshop at city hall to help with the unemployed searching for work. Through the workshop, individuals can research salary ranges, job search, help with interviewing techniques and resumes. January 12th, 2017, at the Clearwater Youth Center, the City of Piedmont, ResCare Workforce Services and Jobs, Missouri, with partner together to host a job fair. John also informed the council of other free services that the department can offer employers such as free job training. Mayor Kirkpatrick thanked Mr. Fuller for attending the council meeting and bringing workforce services to Piedmont. No votes or motions were made on this topic.

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9. Alderman Tucker made the motion to retire into executive session. Alderman Bennett seconds the motion and it carried.

Alderman Tutterrow	Aye	Alderman Tucker	Aye
Alderwoman Townsend	Aye	Alderman Bennett	Aye
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10. After returning into open session, Mayor Kirkpatrick presented Resolution 2016-07 for consideration:

Resolution No. 2016-07

A RESOLUTION RELATING TO THE LEASE BETWEEN

THE CITY OFF PIEDMONT AND FREDERICK ZAMZOW
D/B/A/ Z MANUFACTURING, INC.

WHEREAS, there is a Lease authorized and approved by this Board of Aldermen, and entered between the City of Piedmont and Frederick Zamzow, d/b/a Z Manufacturing, Inc. relating to certain property located on part of Lot #4 of the Piedmont industrial Park, including improvement; and

WHEREAS, it was not the intention of the City of Piedmont to assess any additional taxes, as a result of the Lease between the Tenant and the City; and

WHEREAS, this Resolution is for the purpose of clarifying the taxable status of the Lease, with respect to the City of Piedmont;

THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF PIEDMONT, MISSOURI that for so long as the Lease is in good standing and continues in accordance with its original terms that no new assessments will be applied by the City of Piedmont to the lease between the City of Piedmont and Frederick Zamzow, d/b/a/ Z Manufacturing, Inc. It being the intention of the Board of Aldermen that any further assessments by the County would be abated for the term of the lease.

Resolved by the Board of Aldermen, City of Piedmont, Missouri this 13th, day of December, 2016.

Karin Townsend
Tracy Bennett

Brian Tutterrow
Scot Tucker

City of Piedmont, Missouri
William H. "Bill" Kirkpatrick

Attest:
Tammy Thurman
City Clerk
(Seal)

After being read three times, Alderman Bennett made the motion to approve Resolution 2016-07. Alderwoman Townsend seconded the motion and it carried.

Alderwoman Townsend	Aye	Alderman Tucker	Aye
Alderman Tutterrow	Aye	Alderman Bennett	Aye

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11. With no further business before the Council, Alderman Bennett made the motion to adjourn the December 13th, 2016 regular and executive meetings. Alderwoman Townsend seconds the motion and it carried.

Alderman Tutterrow	Aye	Alderman Tucker	Aye
Alderwoman Townsend	Aye	Alderman Bennett	Aye

Regular Meeting
December 13, 2016
6:00 PM

Tammy Thurman, City Clerk
(SEAL)

William H. Kirkpatrick, Mayor