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

MEETING AGENDA AND PACKET

BOARD OF ALDERMEN

Regular Meeting

April 24, 2017

7:00 p.m.

Willard City Hall

224 W. Jackson Street

Mayor
Corey Hendrickson

Board Members
Jamie Buckley
Samuel Snider
Sam Baird – Mayor Pro-Tem
Larry Whitman
David Roggensees
Donna Stewart

CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
April 24, 2017
7:00 P.M.

Posted April 19, 2017

Notice is hereby given that the City of Willard, Missouri, Board of Aldermen will conduct a meeting at **7:00 p.m.** April 24, 2017 at Willard City Hall, 224 W. Jackson, Willard, Missouri.

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. **Approval of the Minutes from the regular meeting on April 10, 2017 and the work study on April 17, 2017.**
4. **Ceremonial Matters.**
   a. **PAL Presentation for Dr. Medlin.**
   b. **Proclamation for Jim Bentley.**
5. **Citizen Input. (5 minutes each)**
6. **Ordinance accepting the contract with Great River Engineering for the Miller Road Project. (1st and 2nd Read) Discussion/Vote.**
7. **Ordinance accepting the contract with Blevins Construction for the Resurfacing of Hunt Road and Farm Road 103 Project. (2nd Read) Discussion/Vote.**
8. **Ordinance accepting the reappointment of the Willard Municipal Judge, Kristoffer Barefield. (2nd Read) Discussion/Vote.**
9. **Ordinance accepting the reappointment of the Willard City Attorney, Ken Reynolds. (2nd Read) Discussion/Vote.**
10. **Ordinance accepting the agreement with Island Oasis Frozen Beverage Company, Inc. for the Parks Department. (1st and 2nd Read) Discussion/Vote.**
11. **Ordinance accepting the contract with Hillyard for cleaning supplies. (1st and 2nd Read) Discussion/Vote.**
12. **Ordinance accepting contract with HM Benefits for Health Information Services. (2nd Read) Discussion/Vote.**
13. **Ordinance accepting the Intergovernmental Agreement with Greene County OEM. (1st and 2nd Read) Discussion/Vote.**

14. **Ordinance accepting the agreement with Forte Payment Systems for the Parks Department payment processing services. (1st Read) Discussion/Vote.**

15. **Ordinance accepting the Developer's Agreement with Robertson Estates. (1st Read) Discussion/Vote.**

16. **Resolution authorizing Mid-Missouri Bank to update City Account. Discussion/Vote.**

17. **New Business.**

18. **Unfinished Business.**

19. **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
BOARD OF ALDERMEN
REGULAR MEETING
April 10, 2017
7:00 p.m.

Staff present: City Administrator, Brad Gray; City Clerk, Jennifer Rowe; Director of Public Works, Dave O'Connor; Director of Finance, Carolyn Halverson; Court Clerk, Linda Murray; Director of Development, Randy Brown; Chief of Police, Tom McClain; Police Officer, J.D. Landon; Director of Parks, J.C. Loveland; and Assistant Director of Parks, Jason Knight.

The City Attorney Ken Reynolds was present.

Citizens in attendance: Jim Vaughn, Lucille Murray, Mindy Latham and Madison Ruley.

Pledge of Allegiance.
The Pledge of Allegiance was led by Mayor Hendrickson.

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

Roll Call.
The City Clerk conducted the roll call. Alderman Buckley---, Alderman Snider-present, Alderman Stewart---, Alderman Whitman-present, Alderman Baird-present, Alderman Roggensees-present and Mayor Hendrickson-present. Student Representative Elisabeth Brooks was also present.

Swearing in of Mayor and Aldermen.
Mayor Hendrickson, Alderman Whitman and Alderman Snider were all sworn in by the City Clerk.

Agenda Amendments/Agenda Approval.
Motion was made by Alderman Baird and seconded by Alderman Snider to approve the Agenda. Motion carried with a vote of 4-0. Voting aye: Aldermen Snider, Whitman, Baird and Roggensees. Student Representative Elisabeth Brooks also voted aye.

Approve the Minutes of the Regular Meeting on March 27, 2017.
Aldermen Roggensees requested that the Clerk add that he was still interested in using the sixty-one thousand dollars ($61,000) left over in reserves from last year on the sidewalks to Unfinished Business. Motion was made by Alderman Baird and seconded by Alderman Whitman to approve the Minutes from the regular meeting on March 27, 2017 with the changes requested. Motion carried with a vote of 4-0. Voting aye: Aldermen Snider, Whitman, Baird and Roggensees. Student Representative Elisabeth Brooks also voted aye.

Ceremonial Matters.
Election of a Board of Aldermen representative to serve on the Planning and Zoning Commission.

Alderman Snider volunteered to serve on the Planning and Zoning Commission. Motion was made by Alderman Roggensees and seconded by Alderman Whitman to appoint Alderman Snider as the representative to serve on the Planning and Zoning Commission. Motion carried with a vote of 4-0. Voting aye: Aldermen Snider, Whitman, Baird and Roggensees. Student Representative Elisabeth Brooks also voted aye.

Citizen Input.
Lucille Murray informed the Board that she had received a letter from Lieutenant Governor Mike Parson stating that she was chosen for the Senior Service Award. She thanked Mayor Hendrickson for submitting her for the award.

City Administrator Report.
The City Administrator Brad Gray presented his report to the Board.

Financial Reports.

a) Motion was made by Alderman Roggensees and seconded by Alderman Snider to accept the Financial Statements. Motion carried with a vote of 4-0. Voting aye: Aldermen Snider, Whitman, Baird and Roggensees. Student Representative Elisabeth Brooks also voted aye.
b) Motion was made by Alderman Snider and seconded by Alderman Baird to accept the Outstanding Invoices, Paid Invoices, Online Payments and Transfers. Motion carried with a vote of 4-0. Voting aye: Aldermen Snider, Whitman, Baird and Roggensees. Student Representative Elisabeth Brooks also voted aye.
c) Motion was made by Alderman Roggensees and seconded by Alderman Whitman to accept the Adjustments Report. Motion carried with a vote of 4-0. Voting aye: Aldermen Snider, Whitman, Baird and Roggensees. Student Representative Elisabeth Brooks also voted aye.

Department Head Reports.
The Department Heads gave their reports to the Board.

Alderman Roggensees discussed the addition of pedestrian crosswalks on Hunt Road at Becky Street, and a sidewalk from Logan Street to the Park.

Ordinance amending Section 125.010 Establishing of Municipal Court. (2nd Read) Discussion/Vote.
The second read was conducted by the City Clerk.
Mayor Hendrickson asked Court Clerk Linda Murray if any changes had been made since the first reading. Ms. Murray stated there had not been any changes. This would be adding a third court day for the second Thursday of the month at 6:00 p.m. Motion was made by Alderman Baird and seconded by Alderman Roggensees to amend Section 125.010 Establishing of Municipal Court. Motion carried with a vote of 4-0. Voting aye: Aldermen Snider, Whitman, Baird and Roggensees. Student Representative Elisabeth Brooks also voted aye.

Ordinance accepting the reappointment of the Willard Municipal Judge, Kristoffer Barefield. (1st Read) Discussion/Vote.
The first read was conducted by the City Clerk.
Court Clerk Linda Murray informed the Board that this was just reappointing the same Judge that has been used in the past. Mr. Barefield has been with Willard for over ten (10) years as a prosecutor and then Judge. The rates would not change. Alderman Snider asked if the one hundred and forty dollars ($140) was a good rate and how Judges were chosen. Mayor Hendrickson stated it was average. City Attorney Ken Reynolds stated that this was the same Judge for two (2) other cities he works for and they all paid the same rate. Motion was made by Alderman Snider and seconded by Alderman Whitman to accept the reappointment of the Willard Municipal Judge Kristoffer Barefield. Motion carried with a vote of 4-0. Voting aye: Aldermen Snider, Whitman, Baird and Roggensees. Student Representative Elisabeth Brooks also voted aye.

Ordinance accepting the reappointment of the Willard City Attorney, Ken Reynolds (1st Read) Discussion/Vote.
The first read was conducted by the City Clerk.
Mayor Hendrickson stated this was to reappoint Mr. Reynolds for two (2) more years. Mr. Reynolds stated it was the same rate as the Judge. Alderman Snider asked how long Mr. Reynolds has worked for the City and Mr. Reynolds said since 2002, other than a few years in between he was not reappointed. Motion was made by Alderman Snider and seconded by Alderman Roggensees to accept the reappointment of the Willard City Attorney, Ken Reynolds. Motion carried with a vote of 4-0. Voting aye: Aldermen Snider, Whitman, Baird and Roggensees. Student Representative Elisabeth Brooks also voted aye.

Ordinance accepting the contract with Hillyard for the cleaning supplies (1st and 2nd Read) Discussion/Vote.

The City Clerk informed the Board that Staff had requested a contract from Hillyard for the one year term agreed by the Board following the bid opening. The contract presented by Hillyard was just a letter agreeing to the set price for the next year. The Clerk stated that Staff had worked with our Hillyard representative who had discussed a cheaper option, but his boss had declined to accept it. The original prices on the bid proposal would be the accepted contract other than a few items that had been reduced further due to the option of the cheaper products being removed. Mr. Loveland also informed the Board that the Hand Sanitizer and Soap Dispensers will now be cartridge style instead of refilling with bottles which will save time, money, and be more convenient for staff. City Attorney Ken Reynolds stated that this contract would not work and suggested tabling until a real contract could be drafted and signed. Motion was made by Alderman Snider and seconded by Alderman Roggensees to table the Hillyard Ordinance until a contract could be drafted. Motion carried with a vote of 4-0. Voting aye: Aldermen Snider, Whitman, Baird and Roggensees. Student Representative Elisabeth Brooks also voted aye.

Ordinance accepting the contract with Blevins Construction for the Resurfacing of Hunt Road and Farm Road 103 Project. (1st Read) Discussion/Vote.

The first read was conducted by the City Clerk.

Mr. O'Connor informed the Board that this contract was what was agreed to after the bid opening. This contract was provided by Attorney Reynolds. Motion was made by Alderman Roggensees and seconded by Alderman Whitman to accept the contract with Blevins Construction for the Resurfacing of Hunt Road and Farm Road 103 Project. Motion carried with a vote of 4-0. Voting aye: Aldermen Snider, Whitman, Baird and Roggensees. Student Representative Elisabeth Brooks also voted aye.

Ordinance accepting contract with HM Benefits for Health Information Services. (1st Read) Discussion/Vote.

The first read was conducted by the City Clerk.

Finance Director Carolyn Halverson informed the Board that this was the agreement with the Broker for Health Services. This company goes out to get bids on Health Services for the City and gives the City information when needed. The City does not pay anything for the service as that is billed to the Health Insurance company. This company replaces Connell Insurance. Mr. Reynolds stated that he had a problem originally with the contract not addressing termination, however that was fixed. The contract can be terminated with thirty (30) days' notice. Alderman Roggensees asked why the effective date was December 1, 2016. Ms. Halverson stated that the date reflected when the services started for the City. The City has been working without a contract until this passes. Alderman Snider asked what the issue was with the previous broker. Ms. Halverson stated there were some issues with things being done in a timely manner. Mayor Hendrickson asked how the new company was found and the change took place. Ms. Halverson stated she spoke with several companies but did not bid it out. The previous City Administrator requested going with HM Benefits. Motion was made by Alderman Whitman and seconded by Alderman Baird to accept the contract with HM Benefits for Health Information Services. Motion carried with a vote of 4-0. Voting aye: Aldermen Snider, Whitman, Baird and Roggensees. Student Representative Elisabeth Brooks also voted aye.

Discussion/Vote to go out for bid for pool maintenance.

Parks Director JC Loveland informed the Board that he was seeking permission to go out for bid for the pool maintenance for budget year 2018. This would give staff an idea on the cost for work that will need to be accomplished next year so he can budget accordingly. Alderman Baird asked how many bids would be a good amount for this job. Mr. Loveland stated three (3) bids would be ideal. Alderman Whitman asked if there were concerns about using the slides and equipment this summer. Mr. Loveland stated that repairs have been done to keep it safe and working well, this however would help to maintain the equipment for a longer time for the City. Motion was made by Alderman Baird and seconded by Alderman Roggensees to approve staff going out for bid for pool maintenance. Motion carried with a vote of 4-0. Voting aye: Aldermen Snider, Whitman, Baird and Roggensees. Student Representative Elisabeth Brooks also voted aye.

Discussion/Vote to accept new Park Board Member Pat Lloyd.

Mr. Loveland informed the Board that Patrick Lloyd had submitted his application to serve on the Park Board. He had previous served on the Park Board as well as the Board of Aldermen. He stated that the Park

Board unanimously approved Mr. Lloyd as a new member. There will be one more member brought to the Board of Aldermen for approval to be added and then the Park Board will be almost fully staffed. Motion was made by Alderman Roggensees and seconded by Alderman Snider to accept the new Park Board Member Pat Lloyd. Motion carried with a vote of 4-0. Voting aye: Aldermen Snider, Whitman, Baird and Roggensees. Student Representative Elisabeth Brooks also voted aye.

Discussion/Vote on background checks for the Parks Department.

Mr. Loveland informed the Board that background checks are done on the Volunteer Coaches currently. This new system would do a nationwide check on the individuals instead of just a statewide check. The cost would be seventeen dollars and fifty cents ($17.50). Mr. Loveland stated that one idea would be to have the coaches pay up front and once they coached a full season, they would receive a twenty-dollar ($20) credit to the Parks Department for anything but concessions. He stated that Springfield currently uses this company and has for several years. The coaches would apply directly through the company and we would set what parameters to stick to, so no sensitive information would come through Staff's hands, we would just get a yes or no from the company. This would potentially remove some of the liability off staff's hands if something went wrong. Mayor Hendrickson asked who all would have the checks done on them and Mr. Loveland stated all volunteer coaches. Alderman Roggensees asked how many coaches the Parks Department sees each year and Mr. Loveland stated between two hundred (200) and two hundred and fifty (250). Alderman Baird stated that he had issues with forcing volunteers to pay for the service, maybe we could reimburse if they are cleared. Mayor asked Chief McClain if the police can conduct the checks and Chief stated that police cannot run checks on anyone but those involved in criminal issues. They currently pay to have checks run on themselves for the PAL Boxing program as well. Alderman Roggensees stated he was hesitant to impose a fee on the coaches as it could cause a backlash. Mr. Loveland stated he was open to doing a budget amendment and paying for them through his budget as he feels if we charge we will lose some coaches. Alderman Snider stated that he agrees with doing the checks, and there was some leftover money from not passing the stipend for Aldermen that could potentially be used. He asked the Student Representative Elisabeth Brooks what her opinion was. She stated that it was a good idea as even churches require checks to work in the nurseries. Alderman Baird asked if other companies were offering the same services and if so, at what cost? Mr. Loveland stated there were several companies out there. The Board requested more research to be done to see what was available. Alderman Whitman asked about reimbursing sooner if they did pay. Mr. Loveland stated that he did not want to have people volunteer to coach just to get the twenty dollars in credit, then back out of coaching. Mr. Knight stated that the financial incentive could also entice more to volunteer without the proper skills to coach. The Board asked Chief McClain what a reasonable time would be to run the checks. Chief McClain stated that every three (3) to five (5) years would be feasible unless there was reason to believe it was needed sooner. Mr. Reynolds stated that for volunteers it should be conducted yearly to ensure nothing slips through the cracks. New Hires should also have a background check completed and a policy needs to be in place to support that. The Board decided to table the discussion until more information could be brought back.

Discussion/Vote on amending Section 605.025 Business Licenses.

The City Attorney discussed the ordinance he drafted as requested by the Board. Discussion was made regarding the threat of violating Constitutional rights of the citizens wishing to open a business. The current draft sends any appeal to the Municipal Court to go in front of the Judge. The other option, as other cities are doing, is to have the Board of Aldermen be the appeal level. Mr. Reynolds stated that Stuart Haynes from MML was concerned about the language as the threat to constitutional rights could be there. Discussion was made on what would constitute denial of a license or revocation and who would make that call. Mayor Hendrickson discussed the idea of having a temporary suspension until investigations could take place instead of a revocation. Mr. Reynolds stated the threat of revoking a license would be the individual suing the city in Circuit Court for violations of their constitutional rights. Alderman Roggensees discussed the option of the Chief or Clerk holding a license until it could be reviewed by the Board of Aldermen instead of just issuing it or revoking it. He then asked Mr. Reynolds if that would have to be done in Closed Session. Mr. Reynolds stated he would get back to him on that. Alderman Snider asked Ms. Brooks what her opinion was, and she stated that the city should not be able to stop someone who wants to do something like open a business. Alderman Snider brought up the worry that someone with a bad past many years ago could be turned down even if they have changed. Mr. Gray asked Attorney Reynolds if there is case law showing that this type of code has been challenged. Mr. Reynolds stated that he did not know of any. Mr. Gray stated this could be a deterrent to those wanting to cause problems if they know a background check and potential for denial was there. Alderman Whitman asked if staff could speak with other cities to see how many times they have had to enforce this code. Alderman Baird then stated that there should be a policy in place allowing background checks, even on public information, for business license applications. Alderman Roggensees stated that there was fraud everywhere. Personal information could cause damage to someone, or to a business. The City needs something in place to protect its' citizens and the community. He would be open to this being in place and delegating the authority to bring the issues to the Board of Aldermen, but would hope it would rarely be used. Alderman Snider stated that this was a small town, and if someone wrongs someone else, word would travel fast. There are laws in place to protect people so we should not have to do this as well. Alderman Baird stated that he would like to see the background check fee on the business license and that verbiage added into the ordinance.

New Business.

The City Clerk informed the Board that she and the City Administrator were requesting a Work Study to go over the Comprehensive Plan. The Board discussed the options and set a date for Monday April 17, 2017 at 6:00 p.m. before the ECDTF Meeting which will now be at 7:30 p.m.

Alderman Snider informed the Board that he spoke with Matt Brunner from the Student Representatives at Willard High School. He stated that the representatives were recently recognized at an MSU conference.

Alderman Roggensees requested that the Board pass a resolution to acknowledge and thank Mr. Bentley for his time and service as Interim City Administrator. The City Clerk was asked to type a Proclamation for the Mayor to read at the next Board of Aldermen Meeting.

Unfinished Business.

None.

Recess Open Session.

Motion was made by Alderman Baird and seconded by Alderman Roggensees to recess the Open Session. Motion carried with a vote of 4-0. Voting aye: Aldermen Snider, Whitman, Baird and Roggensees. Student Representative Elisabeth Brooks also voted aye.

Open Executive Session.

Motion was made by Alderman Baird and seconded by Alderman Roggensees to open the Executive Session at 10:05 p.m. Motion carried with a vote of 4-0. Voting aye: Aldermen Snider, Whitman, Baird and Roggensees.

Close Executive Session.

Motion was made by Alderman Snider and seconded by Alderman Baird to close the Executive Session. Motion carried with a vote of 4-0. Voting aye: Aldermen Snider, Whitman, Baird and Roggensees.

Adjourn.

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

The meeting was adjourned at 11:03 p.m.

Corey Hendrickson, Mayor of Willard

Jennifer Rowe, City Clerk

CITY OF WILLARD
BOARD OF ALDERMEN
WORK STUDY
April 17, 2017
6:00 p.m.

Staff present: City Administrator, Brad Gray; and City Clerk, Jennifer Rowe.

Board present: Mayor Hendrickson, Alderman Snider, Alderman Whitman, Alderman Baird and Alderman Roggensees.

Citizens in attendance:

Discussion was made regarding Code Enforcement within City Limits.

City Administrator Brad Gray gave his presentation to the Board regarding the Comprehensive Plan. Discussion was made regarding different committees and potential individuals to fill them. Discussion was also made regarding time frames and plans for Capital Improvements.

Corey Hendrickson, Mayor of Willard

Jennifer Rowe, City Clerk

AGENDA ITEM # 6

Ordinance accepting the contract with Great River Engineering for the Miller Road Project. (1st and 2nd Read) Discussion/Vote.

Sponsored by the Public Works Director.

First Reading: 04/24/17 Second Reading: 04/24/17

Council Bill No.: 17-17 Ordinance No.: 170424B

AN ORDINANCE

ACCEPTING **the proposal of Great River Engineering to provide Engineering work for the Miller Road Widening Project, and authorizing the Mayor to execute all necessary documents, on behalf of the City of Willard, to accept the proposal.**

WHEREAS, the City of Willard has determined a need to widen Miller Road; and

WHEREAS, the City of Willard has selected Great River Engineering to provide Engineering services as itemized in detail in Exhibit "A" as attached hereto.

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

Section 1: That the Mayor, on behalf of the City of Willard, Missouri is hereby authorized to accept the proposal of Great River Engineering 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 24th DAY OF April 2017.

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
JAMIE BUCKLEY			
SAMUEL SNIDER			
DONNA STEWART			
LARRY WHITMAN			
SAM BAIRD			
DAVID ROGGENSEES			

First Reading: 04/24/17 Second Reading: 04/24/17

Council Bill No.: 17-17 Ordinance No.: 170424B

2nd READ

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
JAMIE BUCKLEY			
SAMUEL SNIDER			
DONNA STEWART			
LARRY WHITMAN			
SAM BAIRD			
DAVID ROGGENSEES			

SPONSOR: City of Willard, Missouri
LOCATION: Miller Road from Route O to New Melville Road
PROJECT: STBG 5944 (803)

THIS CONTRACT is between the *City of Willard,* Missouri, hereinafter referred to as the "Local Agency", and Great River Associates, Inc, 2826 S. Ingram Mill Road hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its Surface Transportation Program, coordinated through the Missouri Department of Transportation, the Local Agency intends to make improvements to Miller Road between W. State Highway O/Kime Street and W. New Melville Road/Farm Road 84, and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design, and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I - SCOPE OF SERVICES

Refer to "Attachment A" for Scope of Services for this Project.

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

A DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is _*8%* of the total Agreement dollar value.

B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete _*8*_% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, are as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL $ VALUE OF THE DBE SUBCONTRACT	CONTRACT $ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
HG Consult, Inc **10512 Euclid Avenue** **Kansas City, MO 64155**	**Engineering Design**	**$28,444.73**	**$28,444.73**	**8%**

ARTICLE III - ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

A. make available all information pertaining to the project which may be in the possession of the Local Agency;

B. provide the Engineer with the Local Agency's requirements for the project;

C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;

D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;

E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract; such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);

F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

A. PS&E Submittal for Approval by MODOT shall be completed on or before November 1, 2017.

   This date shall be based upon receiving the Notice to Proceed from the LPA by May 1, 2017. If the Notice to Proceed is issued after said date, appropriate extension shall be granted upon Engineer request. It is also based on right-of-way acquisition for the project.

B. Construction Phase shall be completed 180 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI - STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of Engineering Policy Guide (EPG) 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's EPG and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

A. For design services, including work through the construction authorization stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of $ 16,946.47, with a ceiling established for said design services in the amount of $ 190,637.39, which amount shall not be exceeded.

B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of $ 20,253.54 with a ceiling established for said inspection services in the amount of $ 164,921.72 which amount shall not be exceeded.

C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.

D. Actual costs in Sections A. and B. above are defined as:

  1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus

  2. An amount estimated at 46.13% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus

  3. An amount estimated at 90.86% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus

4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus

5. Project costs incurred by others on a subcontract basis, with said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.

E. The rates shown for additives and overhead in Sections D.2. and D.3. above are approximate and will be used for interim billing purposes. Final payment will be based on the actual rates experienced during the period of performance, as indicated by the Engineer's accounting records, and as determined by a final audit of the Engineer's records by MoDOT.

F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.

G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than $10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Consultant Name	Address	Services
Palmerton & Parrish, Inc.	4168 W. Kearney St. Springfield, MO 65803	Geotechnical Soil testing/core drilling/testing Pavement design
Malone Finkle Eckhardt & Collins	3333 E. Battlefield Rd. Suite 1000 Springfield, MO 65804	Electrical Design

The following services shall not be covered by this agreement and will require the execution of a supplemental agreement with the use of a Sub-Consultant: Additional Archaeological studies, wetlands assessment studies, endangered species studies, and any services related to the purchase of Right-Of-Way.

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall render the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE - XIII – SUSPENSION OR TERMINATION OF AGREEMENT

A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.

B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or stopped by final payment under this Agreement.

D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.

E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.

1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.

2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.

3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VII of the Civil Rights Act of 1964 and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with Title VII of the Civil Rights Act of 1964, as amended. More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX - LOBBY CERTIFICATION

Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX - INSURANCE

A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

C. The Engineer's insurance coverage shall be for not less than the following limits of liability:

1. Commercial General Liability: $100,000 per person up to $1,000,000 per occurrence;
2. Automobile Liability: $100,000 per person up to $1,000,000 per occurrence;
3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000; and
4. Professional ("Errors and Omissions") Liability: $1,000,000, each claim and in the annual aggregate.

D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.

E. Any insurance policy required as specified in ARTICLE XX shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A - Scope of Services

Attachment B - Summary of Estimated Costs

Attachment C - Statement of Overhead Rates

Attachment D - Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

Attachment E - Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Lower Tier Covered Transactions

Attachment F - DBE Contract Provisions

Attachment G - Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this _____ day of ____________, 2017.

Executed by the City this ____ day of ___________, 2017 .

FOR: CITY OF WILLARD, MISSOURI

BY: ____

Corey Hendrickson - Mayor

ATTEST: ____________________________

City Clerk

FOR: GREAT RIVER ASSOCIATES, INC.

BY: ____

Principal -Title

ATTEST: ____________________________

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

____

CITY ACCOUNTING OFFICER
CITY CLERK -

ATTACHMENT A
SCOPE OF SERVICES

This scope of services is based on an accurate description of the items and tasks required for completion of the design of this project. However, each project is unique and may require more or less effort in an individual task to complete the design. The following information will explain and define in general terms the major design items of importance relating to this project. All the elements of work that are necessary to satisfactorily complete the design of this project may or may not be listed. The lack of a specific listing of an element or time in the scope of services does not in itself constitute the basis for additional services, supplemental agreements, and/or adjustment in compensation.

A more detailed description of the process and requirements used by MoDOT for completion of the design may be found in the MoDOT Engineering Policy Guide (EPG). The consultant is encouraged to review the appropriate sections of this manual as a means to supplement the information contained in the scope of services and provide additional guidance in the requirements and expectations of MoDOT for completion of the design services.

The CONSULTANT shall provide professional, technical, and other personnel resources, equipment, materials, and all other things necessary to prepare the right-of-way plans, and construction plans for this specific project.

The CONSULTANT shall prepare all plans through use of a Computer Aided Drafting (CAD) program. The CONSULTANT shall conform to the Missouri Department of Transportation Specifications for Computer Deliverable Contract Plans as referenced in the MODOT EPG. Unless otherwise specified, all plan sheets shall conform to the Specifications for Computer Deliverable Contract Plans.

The CONSULTANT shall be required to produce and update the construction cost estimate for this project at the completion of each major milestone or at a minimum of every six months. The major milestones for this project are defined as right-of way-plans, and final design at plan submittal.

The CONSULTANT shall review "as built" plans, aerial photographs, manuscripts, etc. and other information to be provided by the CITY and make the necessary field investigations to assure that there have been no significant changes since the information was recorded or obtained. The CONSULTANT shall take into account any significant changes found.

PROJECT DESCRIPTION

Improve Miller Road between Missouri State Highway O/Kime Street and W. New Mellville Road/Farm Road 84. Improvement includes adding a center turn lane of 14 feet in width and establishing vehicle lanes of 12 feet in width, curbs and gutters on both sides of roadway, and a sidewalk on one side of the roadway. Project also includes designing for construction a new CITY water line on the east side of Miller Road between E. Jackson Street and State Highway 160.

PUBLIC INVOLVEMENT

1. The CITY shall be the main point of contact for receiving calls from the public. The CONSULTANT shall interact with external agencies and the public as required to accomplish the scope of services of this contract.
2. The CONSULTANT shall be required to attend public meetings and meetings with regulatory agencies, organizations, county officials, local municipalities, property owners and other entities as required.
3. The CITY shall advertise for meetings, obtain all meeting rooms, produce copies of handouts, and perform mass mailings of notices of meetings or hearings, and newsletters.
4. The CONSULTANT'S representative shall be required to brief the CITY personnel before meetings, and to attend meetings. The CONSULTANT shall provide exhibits as requested by the CITY. The CITY shall record and prepare the meeting minutes, if applicable.

PRELIMINARY DESIGN – ROADWAY AND STRUCTURES

1. The CONSULTANT shall prepare Preliminary Plans for Job # STBG 5944 (803).
2. Vertical profile for the section between E. Jackson Street and State Highway 160 will be maintained as close as possible to existing elevations. The raised elevation section south of State Highway 160 will be reduced for safety resulting in unobstructed line of sight for vehicles entering Miller Road. Connecting driveways affected by the elevation reduction will be re-designed as appropriate.
3. The CONSULTANT shall design for construction a new CITY water line on the east side of Miller Road between E. Jackson Street and State Highway 160.
4. The CONSULTANT shall prepare preliminary storm water collection and conveyance calculations and design, hydrologic and hydraulic studies, and preliminary drainage plans including crossroad drainage.
5. The CONSULTANT shall prepare a conceptual traffic control plan with an outline for construction staging conforming to the requirements of the MUTCD and the Engineering Policy Guide (EPG). The CONSULTANT shall also complete a Workzone Impact Analysis Spreadsheet for the conceptual traffic control plan.
6. At a minimum, the Preliminary paving, grading, and drainage design plans shall include the following:
    a. Title Sheet
    b. Typical Sections
    c. Plan Sheets
    d. Profile Sheets

   e. Special Sheets for geometrics, referenced points, coordinate points, retaining walls and any other sheets for special design features.
   f. Traffic Control and Staging Concept
   g. Preliminary Culvert Sections for storm sewers
   h. Preliminary Cross Sections at 25-foot intervals, including entrance sections with existing and proposed grades and intermediate cross sections as necessary to accurately estimate earthwork
   i. Tentative Easements and Right-of-Way Limits with property lines and ownership
   j. Utilities including new water line
   k. Pavement Markings
7. The CONSULTANT shall contact all utility service providers to coordinate their facilities.
8. The CONSULTANT and the CITY shall review sheets for conflicts along the project.
9. The CONSULTANT shall prepare a preliminary construction cost estimate.

RIGHT-OF-WAY PLANS

1. The CONSULTANT shall prepare right-of-way plans in accordance with the MoDOT EPG which may be separate drawings from those used for design and construction details.
2. The right-of-way plans shall show alignment, geometric design, removal of improvements, drainage facilities, property lines and ownership, parcel numbers, limits of approximate impacts to properties, slope limits, other land survey information, street lines, existing right-of-way and easements, and new right-of-way and easements (permanent and temporary). The CONSULTANT shall also include any plan details which will require additional right-of-way or easements during the construction.
3. New right-of-way lines and all easements shall be dimensioned from the center line, or cross road center lines, if necessary. Bearings and distances on the right-of-way lines are required.
4. Right-of-way plans shall include:
   a. Title Sheet
   b. Typical sections
   c. Plan/profile sheets
   d. Special Sheets
   e. Cross sections of the roadway, entrances, and side roads
   f. Areas of new right of way, permanent easements and/or temporary easements required from each individual property owner and areas remaining shall be shown in tabular form on the respective sheets
5. The CITY shall review, approve, and certify the right-of-way plans as completed by the CONSULTANT.
6. After approval of the right-of-way plans, the CONSULTANT shall be responsible for making all revisions to the right-of-way plans due to negotiations with the property owners.

RIGHT-OF-WAY ACQUISITION

1. The CONSULTANT and the CITY shall work together to acquire the necessary right-of-way for the project.
2. Right-of-way acquisition shall follow the EPG and Local Public Agency (LPA) manual for acquiring easements and right-of-way.
3. The CITY shall provide the CONSULTANT with all adjacent property contact information that they may have.
4. The CONSULTANT shall produce right-of-way documents.
5. The CITY is responsible for all costs associated with land appraisals or condemnations of right-of-way.

FINAL DESIGN - ROADWAY

6. The CONSULTANT shall prepare storm water drainage, hydrologic and hydraulic studies, and detailed drainage plans, including both pavement and crossroad drainage, for review and approval by the CITY before inclusion in the final design plans.
7. Upon request, the CONSULTANT shall provide design plans, which show approved right-of-way, drainage facilities, signing plans, striping plans, cross sections and roadway design features, and retaining walls (as needed), and bid quantities for the CITY. The CONSULTANT shall make utility plan revisions as necessary.
8. The CITY shall assist the CONSULTANT with utility company coordination for any adjustments required to be included in the final design plans.
9. The CITY shall secure all required utility agreements. A copy of the executed agreements shall be furnished to the CONSULTANT for their use. The CONSULTANT shall conform to all design provisions of these agreements.
10. The CONSULTANT shall prepare plans for the following specialty items: signage plans and new water line. The CONSULTANT shall submit these preliminary plans to the CITY for review and approval. These plans shall be separate from the detailed construction plans.
    a. After preliminary approval of the specialty items listed above, final plans shall be submitted to the CITY for final review and approval, including quantity sheets.
    b. These specialty items shall be completed in accordance with the applicable sections of the EPG and the Manual of Uniform Traffic Control Devices (MUTCD), or other governing standards.
11. A final design field check shall be held with the CONSULTANT and the CITY prior to completing final design plan quantities. The CONSULTANT shall make any necessary revisions to the final plans as determined by this design field check. At a minimum, the final paving, grading, and drainage design plans shall include the following:
    a. Cover Sheet
    b. Typical Sections
    c. Quantity Sheets

  d. Plan Sheets
  e. Profile Sheets
  f. Reference Point
  g. Coordinate Points
  h. Special Sheets for pavement warping elevations, geometrics, grading plan, retaining walls (as needed), intersection details, and any other sheets for special design features
  i. Traffic Control Plan Sheets. The Traffic Control Plan shall include an outline for construction staging conforming to the requirements of the Manual of Uniform Traffic Control Devices (MUTCD), the MoDOT Engineering Policy Guide (EPG), and as may be supplemented by samples provided by the CITY.
  j. Erosion Control Plan Sheets
  k. Demolition Plan
  l. Lighting Plan
  m. Culvert Sections for storm sewers
  n. Earthwork Quantities and Cross Sections at 25-foot intervals, including entrance sections with existing and proposed grades and intermediate cross sections as necessary to accurately estimate earthwork
  o. Highway Signage Sheets
  p. Pavement Marking Sheets
  q. Job Special Provisions
  r. Tabulation of Quantities Sheets
  s. Electronic Deliverables
  t. Letter of Transmittal

12. The CONSULTANT shall prepare computations for all design plan quantities. All plan quantities shall be shown on the Quantity Sheets. Specialty items may have separate sheets for quantity tabulations.
13. The CONSULTANT shall prepare for review and approval by the CITY all necessary Job Special Provisions, which are to supersede the Missouri Standard Specifications for Highway Construction.
14. The CONSULTANT shall submit the following Plans, Specifications, and Estimate (PS&E) to the CITY and utility service providers for approval. With the submittal of the Final Design, the CONSULTANT shall also provide the CITY a statement that an internal quality control check has been performed.
    a. One (1) set of 11"X17" prints and one (1) electronic copy of the right-of-way plans, including cross sections for review and approval, with the title sheet signed and sealed.
    b. Two (2) sets of 11"X17" prints and one (1) electronic copy of the preliminary roadway lighting plans.
    c. Two (2) sets of 11"X17" prints and one (1) electronic copy of the preliminary roadway signage plans

d. One (1) electronic copy of plans for utility service provider review, including cross sections.
e. One (1) electronic copy of drainage including engineering calculations and analysis.
f. Two (2) sets of 11"X17" prints and one (1) electronic copy of the traffic control plan for review and comments.
g. One (1) draft electronic copy of the job special provisions for review.
h. One (1) set of 11"X17" prints and one (1) electronic copy of the 95% roadway plans for final review and comments.

15. The CONSULTANT shall subcontract with Palmerton & Parrish to perform a geotechnical subsurface investigation comprised of soil borings and pavement cores along the corridor of Miller Road. A total of twenty-eight (28) sample borings at pre-determined locations will be taken at approximately 100 lineal feet of roadway. All borings will extend to a depth of five (5) feet, or auger encounter with bedrock, whichever is shallower. Approximate pavement and aggregate base rock thickness will be measured upon penetration. It is anticipated that ten (10) of the borings will be located within the Miller Road roadway and the existing pavement section will be cored using a four-inch diameter diamond impregnated core barrel. Upon penetration, the aggregate base rock will be removed and a representative sample will be retained for classification purposes. All asphalt and/or concrete cores and base rock samples will be labeled and transported to Palmerton & Parrish's laboratory for further evaluation and thickness determination. Approximate pavement and aggregate base rock thickness will be measured. All sample borings will be sampled at the surface and approximately five (5) feet intervals of depth thereafter using thin wall Shelby tubes in accordance with ASTM D 1587 unless excessive soil chert content requires the use of a split spoon sampler while performing a Standard Penetration Test (SPT) in accordance with ASTM D 1586. This will result in the first soil sample taken in the subgrade right below the existing pavement (between 0 and 3 feet in depth). These borings will be drilled with a truck or ATV drill rig using 4.5-inch O.D. continuous flight augers. All borings will be plugged and backfilled upon completion of drilling.
16. The CONSULTANT shall provide an estimate of construction costs.
17. The CONSULTANT shall acquire approval of PS&E from MoDOT.

PROJECT MANAGEMENT AND COORDINATION TASKS

1. The CONSULTANT shall perform the following Administration/Project Management and Coordination Tasks during the Design Phase of the project:
   a. Set up the project kick-off meeting.
   b. Personnel planning, project scheduling, and budget control.
   c. Plan and hold internal project team meetings.
   d. Attend and prepare meeting minutes for monthly progress meetings and submit monthly progress report documents, along with the monthly invoices. The Monthly

Progress Report shall include/address sub-consultant tasks and document the following:

i. Past Month's Activities/Accomplishments
ii. Pending Issues and Decisions
iii. Problem Areas and Recommended Corrective Actions
iv. Project Status Summary (showing % complete and estimated completion date by phase and task)
v. Next month's Planned Activities/Goals

BIDDING AND CONSTRUCTION PHASE

1. Upon completion of Final Design Phase, the CONSULTANT shall prepare bid documents and advertise the project on behalf of the CITY.
2. The CONSULTANT shall assist the CITY with opening of bids and tabulating the results of the bids. The CONSULTANT shall then send the CITY an apparent low bidder notice for use in awarding the project and acquiring MoDOT concurrence.
3. The CONSULTANT shall provide pre-project photography at locations in which work may impact property owners. The CONSULTANT shall provide a 360° panoramic QTVR video file at each of these locations.
4. The CONSULTANT shall perform construction staking as necessary for construction. Construction staking will include horizontal and vertical control for the following: right-of-way and temporary construction easement lines, storm drain structures and piping, utility line relocation, roadway for rough grading, side ditches and slopes, curbs, driveways, and sidewalks.
5. The CONSULTANT shall be available to the CITY to discuss and interpret the plans and specifications during the bidding and construction phase of the project. The CONSULTANT shall attend the pre-construction and post-construction meetings as requested by the CITY. The CONSULTANT shall also be available to address contractor requests for information and to provide Shop Drawing review of Contractor submittals and Contractor's Value Engineering proposals.
6. If issues arise during construction, there will be a direct line of communication established between the CITY and the CONSULTANT.
7. The CONSULTANT shall act as the CITY's representative for inspections and construction phase documentation of the project. This includes processing pay requests for the CITY's approval.
8. Upon completion of the project, the CONSULTANT shall provide the CITY with a copy of the field inspection/project manual and a copy of the right-of-way acquisition notebook for their records.

DRAWINGS AND DOCUMENTS

1. The CONSULTANT shall prepare all plans via the Auto Computer Aided Drafting (AutoCAD) program.
2. The Consultant shall furnish the CITY with the following completed sheets and documents, as applicable, for the construction project included in this contract:
   a. All mapping, sketches, cross sections and other engineering documents necessary to secure permits from the administrator of the Federal Emergency Management Administration Flood Insurance Program (if required) and Section 401 and 404 permits as administered by the United States Army Corps of Engineers (if required)
   b. One (1) complete 11"X17" set and one (1) electronic copy of the fully checked, sealed, of the final design plans
   c. One (1) electronic copy of the estimate of construction costs at right-of-way plan stage and final plan stage
   d. One (1) electronic copy of the Letter of Transmittal
   e. One (1) electronic copy of approved Design Exceptions (if applicable)
   f. Floodplain Development Permit, if applicable
   g. Complete set of all final roadway plans in AutoCAD format, signed and sealed plans in Adobe Acrobat Reader format version 7 or higher. Final signed and sealed plans shall be in pdf full size format (34" X 22").
      i. Include one (1) CD of electronic roadway plans in AutoCAD format
      ii. Include one (1) CD of electronic signed and sealed Roadway plans in Adobe Acrobat Reader format version 7 or higher

STANDARDS

1. The CONSULTANT shall use the latest version of the following publications to determine the design criteria and procedures which will be followed for development of the project:
   a. Federal Emergency Management Administration Flood Insurance Guidelines and Specifications
   b. MoDOT Engineering Policy Guide (EPG)
   c. Manual on Uniform Traffic Control Devices (MUTCD)
   d. A Policy on Geometric Design of Highways and Streets
   e. Missouri Standard Specifications for Highway Construction
   f. Missouri Standard Plans

Attachment B
Summary of Estimated Costs
Engineering Services

City of Willard, Missouri, Job # STBG 5944 (803), Miller Road Improvements, Willard, Missouri

Engineering Services

			Hours	Rate	Cost
Design Phase Services					
Preliminary Design					
	Surveyor		154	$ 24.00	$ 3,696.00
	Engineer		227	$ 37.00	$ 8,399.00
	Drafting Technician		232	$ 31.50	$ 7,308.00
	Sub-Total for Preliminary Design Services		613		$ 19,403.00
Direct Overhead		46.13%			$ 8,950.60
General & Administrative		90.86%			$ 17,629.57
	Sub-Total for Preliminary Design Services (Including Overhead)				$ 45,983.17
Final Design and Right-Of-Way					
	Surveyor		267	$ 24.00	$ 6,408.00
	Engineer		367	$ 37.00	$ 13,579.00
	Drafting Technician		371	$ 31.50	$ 11,686.50
	Sub-Total for Final Design and ROW		1005		$ 31,673.50
Direct Overhead		46.13%			$ 14,610.99
General & Administrative		90.86%			$ 28,778.54
	Sub-Total for Final Design and ROW (Including Overhead)				$ 75,063.03
Fixed Fee		14.00%			$ 16,946.47
Other					
Property Title Searches					$ 9,000.00
Geo-Technical Engineering Sub-Consultant - Non-DBE					$ 10,000.00
Street Lighting Electrical Engineering Sub-Consultant - Non-DBE					$ 5,200.00
Engineering Services - DBE					$ 28,444.73
	DBE Participation Percentage	8.00%			
Total for Design Phase Services					$ 190,637.39

Attachment B
Summary of Estimated Costs
Engineering Services

City of Willard, Missouri, Job # STBG 5944 (803), Miller Road Improvements, Willard, Missouri

Engineering Services

			Hours	Rate	Cost
Construction Phase Services					
Bidding Phase					
	Engineer		72	$ 37.00	$ 2,664.00
	Clerical		14	$ 14.00	$ 196.00
	Sub-Total for Bidding Services		86		$ 2,860.00
Direct Overhead		46.13%			$ 1,319.32
General & Administrative		90.86%			$ 2,598.60
	Sub-Total for Bidding Services (Including Overhead)				$ 6,777.91
Construction Administration Phase					
	Engineer		80	$ 37.00	$ 2,960.00
	Inspector		2160	$ 21.00	$ 45,360.00
	Surveyor		306	$ 24.00	$ 7,344.00
	Drafting Technician		80	$ 31.50	$ 2,520.00
	Sub-Total for Construction Administration Phase		2240		$ 58,184.00
Direct Overhead		46.13%			$ 26,840.28
General & Administrative		90.86%			$ 52,865.98
	Sub-Total for Construction Administration (Including Overhead)				$ 137,890.26
Fixed Fee		14.00%			$ 20,253.54
Other					
Geo-Technical Engineering Sub-Consultant					$ 3,000.00
Total for Construction Phase Services					$ 164,921.72
Maximum Contract Amount					$ 355,559.11
	DBE Participation Percentage	8.00%			
Other Direct Cost to be covered by Supplemental Agreement/Sub-Contractor basis as needed.					
	Phases I and II Cultural Resource Assessment				
	MOA or HAER Documentation				
	Wetlands or Endangered Species Specialist Services				

Attachment C

Great River Associates, Inc.
Statement of Direct Labor, Fringe Benefits, and General Overhead
Year Ended December 31, 2014

Productive Salaries

Description	Total Per Records	Adjustments	Reference	Total Proposed
Productive Salaries	$1,017,745		A	$1,017,745
Totals	$1,017,745	$0		$1,017,745

Fringe Benefits

Description	Total Per Records	Adjustments	Reference	Total Proposed	Rate
Payroll Tax Expense	$183,893			$183,893	
Insurance - Health and Dental	$164,016			$164,016	
Insurance - Life	$9,940	($8,737)	B	$1,203	
Insurance - Work Comp	$7,817			$7,817	
Retirement Plan	$103			$103	
Cafeteria Plan Expenses	$1,725			$1,725	
Bereavement	$532			$532	
Vacation	$58,902			$58,902	
Holiday	$35,428			$35,428	
Sick Leave	$19,751			$19,751	
Totals	$482,108	($8,737)		$473,371	46.51%

General and Administrative

Description	Total Per Records	Adjustments	Reference	Total Proposed	Rate
Advertising - General	$8,733	($6,580)	C,D,F	$2,153	
Bank Service Charges	$1,553			$1,553	
Business Meals & Entertainment	$16,848	($11,954)	E	$4,894	
Business Travel	$17,012			$17,012	
Computer & Software Expense	$7,728			$7,728	
Contributions	$740	($740)	F	$0	
Cost of Ownership - Ingram Mill	$0	$66,142	G	$66,142	
Depreciation Expense	$59,592			$59,592	
Dues and Subscriptions	$10,464	($1,610)	H	$8,854	
Employee drug testing	$30			$30	
Equipment rental	$23,655			$23,655	
Non-Project Labor	$625,214			$625,214	
Non-Project Specific Marketing Labor	$4,366	($4,366)	D	$0	
Inspection Supplies	$211			$211	
Interest Expense	$34,850	($34,850)	J	$0	
Late Fees	$3,284	($3,284)	J	$0	
Liability Insurance	$52,135			$52,135	
Library	$224			$224	
Licenses	$2,742			$2,742	
Office supplies	$44,140			$44,140	
Paypal expense	$1,653			$1,653	
Payroll Tax Interest	$855	($855)	J	$0	
Permits	$901			$901	
Postage and Delivery	$5,362			$5,362	
Printing and Reproduction	$1,792			$1,792	
Professional Development	$9,528			$9,528	
Professional Fees	$17,870	($8,873)	K,L	$8,997	
Recording fees	$869			$869	
Rent	$182,874	($181,160)	G	$1,714	
Repairs and maintenance	$23,914			$23,914	
Security	$867			$867	
Software Renewal/Leasing	$20,450			$20,450	
Subcontract	$271,414	($279,669)	C	($8,255)	
Survey supplies	$3,789			$3,789	
Taxes	$3,952			$3,952	
Telephone	$31,901			$31,901	
Testing/Inspection Equipment	$359			$359	
Utilities	$17,258			$17,258	
Vehicle Expense	$77,617	($4,731)	M	$72,886	
Totals	$1,586,225	($472,208)		$1,114,017	109.46%

Summary

Description	Total Per Records	Adjustments	Reference	Total Proposed	Rate
Grand Total	$2,068,333	($480,945)		$1,587,388	
Direct Labor Base	$1,017,745	$0		$1,017,745	
Totals	$3,086,078	-$480,945		$2,605,133	155.97%

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System. https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System. https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other

remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment F
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file

a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that the following good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Attachment G – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants
Local Federal-aid Transportation Projects

Firm Name (Consultant): Great River Associates, Inc.

Project Owner (LPA): City of Willard

Project Name: Miller Road Improvements

Project Number: STBG 5944 (803)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

☒ No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

☐ Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA	Consultant
Printed Name: Corey Hendrickson	Printed Name: [signature], P.E.
Signature:	Signature: SPENCER JONES
Date:	Date: 4/12/17

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

AGENDA ITEM # 7

Ordinance accepting the contract with Blevins Construction for the Resurfacing of Hunt Road and Farm Road 103 Project. (2nd Read) Discussion/Vote.

Sponsored by the Public Works Director.

First Reading:04/10/17 Second Reading: ___________

Council Bill No.: 17-15 Ordinance No.: 170410D

AN ORDINANCE

Accepting the proposal of Blevins Construction to provide contracting work for the City of Willard resurfacing of Hunt Road and Farm Road 103 Project, and authorizing the Mayor to execute all necessary documents, on behalf of the City of Willard, to accept the proposal.

WHEREAS, the City of Willard has determined a need to resurface Hunt Road and Farm Road 103; and,

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

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

Section 1: That the Mayor, on behalf of the City of Willard, Missouri is hereby authorized to accept the proposal of Blevins Construction 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 April 2017.

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
______________________ JAMIE BUCKLEY	______	______	______
______________________ SAMUEL SNIDER	______	______	______
______________________ DONNA STEWART	______	______	______
______________________ LARRY WHITMAN	______	______	______
______________________ SAM BAIRD	______	______	______
______________________	______	______	______

DAVID ROGGENSEES

2nd READ

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
JAMIE BUCKLEY			
SAMUEL SNIDER			
DONNA STEWART			
LARRY WHITMAN			
SAM BAIRD			
DAVID ROGGENSEES			

WILLARD PUBLIC WORKS CONTRACT

This contract made the _____ day of _________________, 2017, between Blevins Asphalt Company Inc., hereinafter called "Contractor", and The City of Willard, hereinafter called "Willard",

Witnesseth, that the Contractor and Willard for the consideration stated herein agree as follows:

1. **Scope of Work.** The contractor shall perform everything required to be performed and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for the General Contract for the Complete Work in connection with the construction of the items set below marked Exhibit "A" to be located as identified by Willard representatives, all in strict accordance with the drawings and Specifications, including any and all addenda in the form of bulletins, prepared by Willard or its agents or representatives, acting as, and in these contract documents referred to as, the "Invitation for Bid #04-2017PWKS" which is made a part of this contract.

2. **The Contract Price.** Willard shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the sum of <u>TWO HUNDRED FIFTY SIX THOUSAND FIFTY SEVEN DOLLARS AND SIXTY CENTS ($256,057.60)</u>. Payments are to be made to the Contractor in accordance with and subject to the provisions

that is equal to the anticipated cost stated in this contract. Said Bond shall be placed with the City Clerk and must be approved by the City Administrator.

7. **Section 285.530.** Contractor acknowledges compliance with Section 285.530 RSMo and does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

8. **OSHA.** Contractor acknowledges that all on-site employees of contractor and subcontractor working on this public works project have taken a ten (10) hour OSHA approved construction safety course.

9. **Liquidated Damages.** If Contractor shall fail to complete the work by October 31, 2017, or within any extended time allowed by Willard, Contractor shall pay to Willard the sum of TWO HUNDRED DOLLARS ($200.00) per day as liquidated damages during which the work shall remain unfinished, and such damage may be deducted by Willard from any monies due Contractor.

10. **Indemnification.** Contractor shall hold Willard harmless from any and all damages and claims that may arise be reason of any negligence on the part of Contractor, it's agents and employees in the performance of this contract; and in case any action is brought therefor against Willard or any of its agents or employees, Contractor shall assume full responsibility for the defense thereof, and upon his failure to do so, on proper notice, Willard reserves the right to defend such action and to charge all costs thereof to Contractor. Contractor will take all precautions necessary to protect the public against injury, and, when necessary, keep danger signals out at night and at such other times and places as public safety

AGENDA ITEM # 8

Ordinance accepting the reappointment of the Willard Municipal Judge, Kristoffer Barefield. (2nd Read) Discussion/Vote.

Sponsored by the Court Clerk.

First Reading: 04-10-2017
Council Bill No. 17- 12

Second Reading: 04-24-2017
Ordinance No.: 170410A

AN ORDINANCE

AN ORDINANCE APPOINTING THE MUNICIPAL COURT JUDGE FOR THE CITY OF WILLARD, GREENE COUNTY, MISSOURI, FOR THE TERM COMMENCING ON APRIL 24, 2017 THROUGH APRIL 24, 2019, AND ESTABLISHING THE JUDGES HOURLY RATE.

BE IT HEREBY ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI AS FOLLOWS:

Section 1: Following the recommendation and appointment by the Mayor of Kristoffer Barefield as Willard's Municipal Court Judge, the Board of Aldermen agreed to and affirmed said appointment.

Section 2: This appointment shall be effective from April 24, 2017 through April 24, 2019.

Section 3: The Board of Aldermen also hereby approves Judge Kristoffer Barefield the hourly rate of one hundred forty dollars, ($140.00).

READ TWO (2) TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE_____DAY OF April, 2017.

Approved as to form: ______________________________
City Attorney

Attested by:

____
Jennifer Rowe, City Clerk

Approved by:

____
Corey Hendrickson, Mayor

MEMBERS OF THE BOARD OF ALDERMEN: **FIRST (1st) READING**	YES	NO	ABSTAINED
JAMIE BUCKLEY			
SAMUEL SNIDER			
DONNA STEWART			
LARRY WHITMAN			
SAM BAIRD			

First Reading: 04-10-17 Second Reading: 04-24-17

Council Bill No.: 17-12 Ordinance No.: 170410A

______________________ ______ ______ ______
DAVID ROGGENSEES

2nd READ

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
______________________ JAMIE BUCKLEY	______	______	______
______________________ SAMUEL SNIDER	______	______	______
______________________ DONNA STEWART	______	______	______
______________________ LARRY WHITMAN	______	______	______
______________________ SAM BAIRD	______	______	______
______________________ DAVID ROGGENSEES	______	______	______

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

AGENDA ITEM # 9

Ordinance accepting the reappointment of the Willard City Attorney, Ken Reynolds. (2nd Read) Discussion/Vote.

Sponsored by the City Attorney.

First Reading: 04-10-2017 Second Reading: 04-24-2017

Council Bill No. 17-13 Ordinance No. 170410B

AN ORDINANCE

AN ORDINANCE APPOINTING THE CITY ATTORNEY FOR THE CITY OF WILLARD, GREENE COUNTY, MISSOURI FOR THE TERM COMMENCING APRIL 24, 2017 THROUGH APRIL 24, 2019.

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

Section 1: Upon the recommendation and appointment by the Mayor of Ken Reynolds, with the firm of Reynolds, Attorney at Law, P.C. as Willard's city attorney, the Board of Aldermen hereby consent to said appointment.

Section 2: This appointment shall be effective from April 24, 2017 through April 24, 2019.

READ TWO (2) TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE ____ DAY OF April, 2017.

Approved as to form: ______________________
City Attorney

Attested by: **Approved by:**

______________________ ______________________

Jennifer Rowe, City Clerk Corey Hendrickson, Mayor

MEMBERS OF THE BOARD OF ALDERMEN: **FIRST (1st) READING**	YES	NO	ABSTAINED
JAMIE BUCKLEY			
SAMUEL SNIDER			
DONNA STEWART			
LARRY WHITMAN			
SAM BAIRD			

DAVID ROGGENSEES

SECOND (2nd) READING | **YES** | **NO** | **ABSTAINED**

SECOND (2nd) READING	**YES**	**NO**	**ABSTAINED**
JAMIE BUCKLEY			
SAMUEL SNIDER			
DONNA STEWART			
LARRY WHITMAN			
SAM BAIRD			
DAVID ROGGENSEES			

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

AGENDA ITEM # 10

Ordinance accepting the agreement with Island Oasis Frozen Beverage Company, Inc. for the Parks Department. (1st and 2nd Read) Discussion/Vote.

Sponsored by the Parks Director.

First Reading: 04/24/17 Second Reading: 04/24/17

Council Bill No.: 17-21 Ordinance No.: 170424F

AN ORDINANCE

Accepting the proposal by Island Oasis Frozen Beverage Company, Inc. to provide a Frozen Beverage Machine for the Willard Parks Department, and authorizing the Mayor to execute all necessary documents, on behalf of the City of Willard, to accept the proposals.

WHEREAS, the City of Willard has selected Island Oasis Frozen Beverage Company, Inc. to provide services as itemized in detail in Exhibits "A" as attached hereto;

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

Section 1: That the Mayor, on behalf of the City of Willard, Missouri is hereby authorized to accept the proposal of Island Oasis Frozen Beverage Company, Inc. to provide the services described in Exhibits "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 ______2017.

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
JAMIE BUCKLEY			
SAMUEL SNIDER			
DONNA STEWART			
LARRY WHITMAN			
SAM BAIRD			
DAVID ROGGENSEES			

First Reading: 04/10/2017 Second Reading: ______________

Council Bill No.: 17-14 Ordinance No.: 170410C

2nd READ

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
JAMIE BUCKLEY			
SAMUEL SNIDER			
DONNA STEWART			
LARRY WHITMAN			
SAM BAIRD			
DAVID ROGGENSEES			

ISLAND OASIS FROZEN BEVERAGE CO., INC.
USE AND SERVICE AGREEMENT

KERRY

THIS USE AND SERVICE AGREEMENT is made as of ______________________ by and between ISLAND OASIS FROZEN COCKTAIL CO., INC., a Massachusetts corporation having its principal place of business at 141 Norfolk Street, Walpole, Massachusetts 02081 ("Island Oasis"), and the undersigned customer ("Customer"), with respect to the following equipment (the "Equipment"):

☐ **Placement Fee** ☐ **Equipment Swap** ☐ **Change of Ownership** **Install Date:** **Renewal Date:**

Equipment Model:					
Serial Number(s) IN::		**Serial Number(s) OUT:**			
Rental Fee Program:	Annual ☐ Amount $400.00	Waived ☐ Requires RGM approval		Tax:	

	ITEM #	DESCRIPTION	QUANTITY
Accessories Placed w/Equipment:			

TERM: This Agreement shall be effective from the date set forth below, and shall continue in effect for a term of one (1) year, and will renew automatically unless either party elects to terminate the agreement. Island Oasis may elect to terminate this Agreement, either verbally or in writing, at any time, for any reason, including low volume case usage. Upon such termination, Customer will return all Equipment and Island Oasis will refund to Customer a pro-rata portion of any pre-paid Service Fee.

USE OF EQUIPMENT: Island Oasis hereby lends the Equipment to Customer to promote Customer's preparation and sales of Island Oasis frozen drink products Cocktail accounts agree to utilize a minimum of the following four (4) Island Oasis core products at all times: Strawberry, Piña Colada, Ice Cream, and Margarita/ Sour. Smoothie accounts agree to utilize four (4) fruit flavors including Strawberry, plus either Ice Cream or Yogurt. Customer agrees that Island Oasis shall retain ownership of the Equipment at all times and is not to be used by any other party, or for any other purpose. Customer agrees to utilize IO Products exclusively in the machine.

SERVICES: Island Oasis will perform the following services for Customer, installation of Equipment to existing electrical source; train servers in operation, cleaning and care of the Equipment; train servers in proportioning and presentation of frozen drink products. **Customer will be responsible for the service cost of leaks, calibrations and misuse of the equipment. Customer will purchase any additional or replacement blender cups and assemblies, including shipping charges. Payment of these parts and services are required in advance by ACH or Credit Card. _______ (customer initial)**

MARKETING REQUIREMENT: Customer agrees to advertise market and promote the sale of Island Oasis products by utilizing sales literature, materials and other promotional items provided by Island Oasis or approved by Island Oasis.

ADDITIONAL TERMS: The Terms and Conditions on the reverse side hereof are an important part of this Agreement, and are incorporated herein by reference.

RENTAL TERMS: _______ **(customer initial)**

New accounts:

Year 1 - Rental fee of $400 must be paid at time of installation by credit card plus applicable tax.
- Service included for normal wear and tear (see 'Normal Maintenance on page 2).

Year 2 – Accounts not meeting the annual case volume per equipment model will be charged $300 for service.
- Accounts purchasing more than 50 cases will be charge $125 for leaks and calibrations
- Accounts purchasing less than 100 cases annually will be charged for blender cups and blender cup components plus shipping charges.

ACCEPTED AND AGREED

The parties hereto have read this Use and Service Agreement, including the Terms and Conditions, and agree to comply with the conditions stated therein. Customer further acknowledges that the Equipment has been installed and is functioning properly.

CUSTOMER:		**SAP SOLD TO #**		**SAP SHIP TO #**	
ADDRESS:					
CITY:		**STATE:**		**ZIP:**	
CUSTOMER (print name):		**Title:**			
CUSTOMER SIGNATURE:		**DATE:**			
IO REPRESENTATIVE (print name):					
Credit Card Payment Authorization	Customer Payment Type: ☐ Terms ☐ Credit Card (Credit Card Customers - buying product through Broadline Distribution)				

******Complete Below for Credit Card Customer******			
SAP Order Number		**Date of Credit Card Payment**	
SAP Invoice Number		***Total Amount of Credit* Card Payment**	

TERMS AND CONDITIONS

TITLE: The Equipment, at all times, will be and remain the property of Island Oasis. Upon termination of this Agreement, Customer will return all Equipment to Island Oasis.

RESTRICTIONS ON USE: As the Equipment is specifically and exclusively designed for use with IO Products, and to avoid the possibility of damage to the Equipment or confusion regarding the IO Products, Customer agrees that it, and its employees and agents, will make use of the Equipment solely in connection with the mixing and storing of IO Products, and not for any other purpose. Furthermore, Customer will not, and Customer will not permit any other person or entity to: (i) permit any other person, firm, corporation or entity to use the Equipment; (ii) transfer or encumber the Equipment; (iii) assign any rights or obligations under this Agreement without Island Oasis' prior written consent; (iv) make any changes or alterations in the Equipment; (v) remove, alter or deface any marks, markings, numbers, labels or inscriptions impressed on or affixed to the Equipment, by or with the approval of Island Oasis; or (vi) attach or affix any mark, marking, number, label or inscription on any Equipment without the prior written consent of Island Oasis.

ISLAND OASIS' DUTIES: Island Oasis agrees that it will make all reasonable efforts to furnish to Customer, from time to time, such Equipment as Customer shall request and as is listed above (if no quantity is indicated, the quantity shall be one (1) or such other number as to which Island Oasis may agree, from time to time). Island Oasis shall not be liable in any respect for failure to ship or for delay in shipment of Equipment where such failure or delay shall have been due wholly or in part to the elements, acts of God, acts of the Customer, acts of civil or military authorities, fire, floods, epidemics, quarantine restrictions, war riots, strikes, lock outs, mechanical break down, differences with workmen, accidents to machinery, delays in transportation, or delays in delivery by Island Oasis' suppliers.

NORMAL MAINTENANCE: "Normal maintenance" is limited to repairing or replacing the Equipment or parts used in the Equipment that malfunctions from normal use. "Normal use" means use of the Equipment in the ordinary course of a retail food or beverage service establishment for the preparation of IO Products, and does not include other uses or any neglect, abuse, failure to clean, accident or alteration, damage caused by fire, flood or other catastrophic events, acts of God or nature, or failure to follow normal operating procedures in accordance with instructions provided by Island Oasis. Customers can prevent leaks and service issues by properly maintaining equipment as recommended in the operations manual. For calibration instructions, contact Technical Support at 800-777-4752 extension 5250.

WARRANTY: Island Oasis and its licensors agree to repair or replace those Equipment components that become defective within one (1) year from the date of installation. This warranty covers only defects in material and workmanship under normal use and service. Expressly excluded from this warranty are repairs due to (i) Customer's or its employees' misuse of the Equipment, (ii) use of any product other than IO Products with or in the Equipment, or (iii) fire or other casualty, normal wear, or deterioration. "Misuse" includes the Customer's failure to clean the Equipment daily or handle parts or machinery properly, resulting in breakage of the Equipment, or Customer's use of unauthorized service agencies. CUSTOMER'S SOLE REMEDY WITH RESPECT TO THE EQUIPMENT SHALL BE THE REPAIR OR REPLACEMENT OF DEFECTIVE COMPONENTS UNDER THE TERMS OF THIS WARRANTY. THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES AND AGREES THAT EXCEPT FOR THE FOREGOING, THE EQUIPMENT IS PROVIDED ON AN "AS IS" BASIS. ALL RIGHTS TO CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING CLAIMS FOR LOST SALES, LOST PROFITS, PROPERTY DAMAGES OR SERVICES EXPENSES) ARE EXPRESSLY EXCLUDED. NO DISTRIBUTOR, DEALER OR OTHER PERSON IS AUTHORIZED TO MAKE ANY COMMITMENT OR ASSUME ANY LIABILITY ON BEHALF OF ISLAND OASIS OR ITS LICENSORS BEYOND THIS WARRANTY.

TAXES: Customer will pay any and all taxes and assessments levied on the Equipment while it is in the Customer's possession or control, and Customer will pay all sales, use and other taxes and assessments levied on or payable with respect to any fees or amounts paid under this Agreement.

ACCESS: Island Oasis will, at all times, have free access to the Equipment, and to the premises on which it is located, for the purpose of examining the Equipment and the uses to which it is being put, for servicing the Equipment, and if Island Oasis so elects, removing the Equipment and resuming possession thereof.

RISK OF LOSS: All Equipment, until redelivered to Island Oasis, will be held at all times at the sole risk of Customer for injury, loss or destruction. If any Equipment is damaged or destroyed by fire or otherwise, before such redelivery, Customer will pay to Island Oasis the fair value of such Equipment, less its salvage value if any, after such damage or destruction, and Customer will return the remains of the Equipment so destroyed or damaged.

~~**INDEMNITY:** Customer agrees to indemnify and hold Island Oasis and its officers, directors, employees and agents harmless from and against any and all claims, damages, losses, liabilities, costs and expenses (including, without limitation, attorneys' fees and expenses to the maximum extent permitted by law) which any of them may incur or which may be claimed against any of them arising out of, relating to or resulting directly or indirectly from (i) any act, error, misuse, and/or omission of Customer, or its employees or agents, causing Island Oasis liability for damage to property or for injury, illness or death of persons or (ii) any breach of this Agreement by Customer or its employees or agents. Customer's obligations under this provision shall survive the termination of this Agreement.~~

TERMINATION: Island Oasis may terminate this Agreement at any time, for any reason, including low volume case usage. Upon such termination, Customer shall promptly return the Equipment to Island Oasis in good condition, and Island Oasis will refund to Customer a pro rata portion of any pre-paid service fee hereunder, based on the whole number of months remaining in the then-current term of this Agreement. Customer may also terminate this Agreement at any time by returning all Equipment to Island Oasis in good condition, but Island Oasis will not be obligated to refund any fees paid hereunder. Upon termination of this Agreement, for whatever cause, Customer will (i) return all Equipment to Island Oasis, at its principal place of business, in good order and condition, reasonable wear and tear arising from uses permitted under this Agreement excepted, free of any and all liens, claims, charges and encumbrances, properly crated and freight pre-paid, and (ii) immediately return to Island Oasis all technical and promotional materials supplied by Island Oasis or containing any reference to Island Oasis or its trademark or other marks, regardless of the language of such materials. If Customer fails to return all Equipment and materials in the foregoing manner, Island Oasis may enter upon Customer's premises, where any Equipment is located, and remove all Equipment and materials therefrom, without need of recourse to any legal proceedings. Any and all reasonable expenses (including attorney's fees and expenses) incurred by Island Oasis in enforcing its rights under this Agreement following any breach by Customer, will be paid by Customer to Island Oasis upon demand.

NOTICES: All notices to be given by either party to the other under this Agreement must be in writing, in the English language, shall be deemed effective upon receipt, and shall be delivered by hand or sent U.S. mail, postage prepaid, or by commercially recognized courier service or by facsimile (answer back received) to the address of the other party set forth beneath its signature below, or to such other address as either party shall advise the other to use by notice thereof in the manner provided in this paragraph.

MISCELLANEOUS: This Agreement will be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns. References to "this Agreement" include both (i) the front page identifying the Equipment and the Customer, and (ii) these Terms and Conditions. This Agreement may be amended or modified only by a writing signed by both parties hereto. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, will constitute a waiver of that or any other right. This Agreement will be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts, without giving effect to its conflicts of law principles. This Agreement constitutes the entire agreement between the parties hereto, with respect to the subject matter hereof, and supersedes any prior oral or written understanding between the parties. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of each provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby. All headings of this Agreement are for convenience only, and will not be used to interpret or construe its provisions.

TRADEMARKS: So long as Customer possesses the Equipment, Customer will utilize either an Island Oasis approved custom drink menu, or will list IO Products and Island Oasis' name on Customer's menu. Island Oasis grants to Customer a limited, non-exclusive, non-transferable license to use and display Island Oasis' trademarks, service marks, and logos, in a manner consistent with Island Oasis' guidelines for trademark usage generally, solely for the purpose of promoting sales of IO Products and listing IO Products and Island Oasis' name on Customer's menu.

FOR ALL NON-ISLAND OASIS MANUFACTURED EQUIPMENT: Customer shall be responsible for the maintenance of the Equipment furnished to the Customer hereunder. Upon receipt by Island Oasis of the service fee, Island Oasis shall be deemed to have assigned to Customer, to the extent lawfully assignable, all of its rights under any warranty provided by the Equipment's manufacturer with respect to such piece of Equipment. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE WARRANTY FROM THE MANUFACTURER OF THE EQUIPMENT IS THE SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE EQUIPMENT, AND THAT ISLAND OASIS MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY, OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR THE MANUFACTURER'S SEPARATE WARRANTY OF THE EQUIPMENT, WHICH IS MADE WITHOUT RECOURSE TO ISLAND OASIS, ALL EQUIPMENT IS PROVIDED ON AN "AS IS" BASIS. ALL RIGHTS TO CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING CLAIMS FOR LOST SALES, LOST PROFITS, PROPERTY DAMAGES OR SERVICES EXPENSES) ARE EXPRESSLY EXCLUDED. NO DISTRIBUTOR, DEALER OR OTHER PERSON IS AUTHORIZED TO MAKE ANY COMMITMENT OR ASSUME ANY LIABILITY ON BEHALF OF ISLAND OASIS OR THE MANUFACTURER BEYOND THIS WARRANTY.

Customer Initial: ______________ **Date:** ____________________ **Send to: WalpoleMachineInventory@kerry.com**

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

AGENDA ITEM # 11

Ordinance accepting the contract with Hillyard for cleaning supplies. (1st and 2nd Read) Discussion/Vote.

Sponsored by the Parks Director.

AGREEMENT

This contract made the _____ day of _______________, 2017, between Hillyard, hereinafter called "Contractor", and The City of Willard, hereinafter called "Willard",

The City of Willard agrees to enter in to a one (1) year agreement with Hillyard for the purchase of custodial and janitorial supplies. These goods purchased will be delivered to either a central location, or can be delivered to individual buildings. The pricing attached will be good for the period of one (1) year, that will run from April 24, 2017 to April 24, 2018. At that time, the contract can be renewed if both parties desire to do so. Hillyard reserves the right to increase pricing, only if they receive a price increase from their suppliers. Hillyard will provide written proof of any increases after the first year of the contract. This contract can be terminated by either party for any reason with a sixty (60) day written notice to the other party.

Indemnification. Contractor shall hold Willard harmless from any and all damages and claims that may arise be reason of any negligence on the part of Contractor, it's agents and employees in the performance of this contract; and in case any action is brought therefor against Willard or any of its agents or employees, Contractor shall assume full responsibility for the defense thereof, and upon his failure to do so, on proper notice, Willard reserves the right to defend such action and to charge all costs thereof to Contractor.

Signature of buyer:

____

Corey Hendrickson, Mayor

Approved as to form:

____

Kenneth P. Reynolds, City Attorney

Signature of Seller:

____

Jason Iseminger, Hillyard

First Reading: 04/10/17 Second Reading: ______________

Council Bill No.: 17-14 Ordinance No.: 170424B

AN ORDINANCE

Accepting the proposal by Hillyard to provide Cleaning Supplies for the City of Willard, and authorizing the Mayor to execute all necessary documents, on behalf of the City of Willard, to accept the proposals.

WHEREAS, the City of Willard has selected Hillyard to provide services as itemized in detail in Exhibits "A" as attached hereto;

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

Section 1: That the Mayor, on behalf of the City of Willard, Missouri is hereby authorized to accept the proposal of Hillyard to provide the services described in Exhibits "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 ______2017.

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
JAMIE BUCKLEY			
SAMUEL SNIDER			
DONNA STEWART			
LARRY WHITMAN			
SAM BAIRD			
DAVID ROGGENSEES			

First Reading: 04/10/2017 Second Reading: ____________

Council Bill No.: 17-14 Ordinance No.:170410C

2nd READ

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
JAMIE BUCKLEY			
SAMUEL SNIDER			
DONNA STEWART			
LARRY WHITMAN			
SAM BAIRD			
DAVID ROGGENSEES			

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

AGENDA ITEM # 12

Ordinance accepting contract with HM Benefits for Health Information Services. (2nd Read) Discussion/Vote.

Sponsored by the Director of Finance.

First Reading: 04/05/17 Second Reading: __________

Council Bill No.: 17-16 Ordinance No.: 170410E

AN ORDINANCE

ACCEPTING **the proposal of CLJM, LLC d/b/a HM Benefits to provide Health Information Services for the City of Willard, Missouri, and authorizing the Mayor to execute all necessary documents, on behalf of the City of Willard, to accept the proposal.**

WHEREAS, the City of Willard has selected CLJM, LLC d/b/a HM Benefits to provide Health Information Services as itemized in detail in Exhibit "A" as attached hereto.

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

Section 1: That the Mayor, on behalf of the City of Willard, Missouri is hereby authorized to accept the proposal of CLJM, LLC d/b/a/ HM Benefits to provide Health Information 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 Corey Hendrickson

ATTEST: ______________________________, City Clerk

Approved as to form: ______________________________, City Attorney

READ TWO (2) TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE ____DAY OF __________2017.

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
______________________ JAMIE BUCKLEY	______	______	______
______________________ SAMUEL SNIDER	______	______	______
______________________ DONNA STEWART	______	______	______

First Reading: 03/13/17 Second Reading: ____________

Council Bill No.: 17-11 Ordinance No.: 170313C

LARRY WHITMAN			
SAM BAIRD			
DAVID ROGGENSEES			

2nd READ

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
JAMIE BUCKLEY			
SAMUEL SNIDER			
DONNA STEWART			
LARRY WHITMAN			
SAM BAIRD			
DAVID ROGGENSEES			

HM Benefits and The City of Willard

Employee Benefits Service and Retainer Agreement

CLJM dba HM Benefits (hereafter referred to as HM) is pleased to have the opportunity to provide Services to **The City of Willard** (hereafter referred to as Client). This Agreement reflects the mutual understanding and agreement regarding the services to be provided by HM on Clients behalf and the compensation paid for these services. Compensation may be revised if a request for a change in services is requested or there is a significant change in Client's structure, however any revision will be agreed upon and this agreement modified with an addendum signed by both parties.

EFFECTIVE DATE:

This agreement is effective for a twelve month period beginning **December 1, 2016** and will automatically renew each year.

CONSULTING AND BROKERAGE SERVICES:

HM agrees to provide the following services outlined below. These services will be performed during the term of this agreement.

Services	Frequency
Plan Analysis and Strategic Planning	
▪ Review workforce trends to develop a benefits program that supports business objectives	Ongoing
▪ Compare current benefits program to national and peer group benchmarks*	Annually
▪ Meet with Senior Executives and Human Resources staff to review plan performance, discuss recommendations and to implement strategy	As Needed
Renewal, Marketing, Vendor Selection and Implementation Services	
▪ Request and coordinate renewal activities with all vendors o Medical / Prescription Drug / Stop Loss o Ancillary Lines of Coverage	Annually
▪ If necessary, market benefit programs (RFP) to mutually agreed upon vendors o Draft RFP with requested bid specifications o Coordinate RFP release to market o Respond to carrier questions and data requests o Negotiate best and final offers	Annually (if necessary)
▪ Manage implementation process and assist in the coordination of enrollment activities	Annually (if necessary)
▪ Prepare and present Executive Summary of final decisions	Annually
▪ Attendance at employee Open Enrollment Meetings	As Needed

* Based on data availability

Services	Frequency
Financial Management and Reporting	
▪ Calculate pre-renewal completion and renewal projection* ▪ Calculate COBRA rates ▪ Develop employee contributions ▪ Evaluate alternative funding options (self-insured vs. FI) ▪ Plan design modeling	NA
▪ Develop Incurred But Not Reported reserves (self-funded only)*	NA
▪ Financial reporting package*: o Monthly paid claims and enrollment segregated by medical and pharmacy o Actual plan expenses compared to budget o High claimant activity report including age, gender, relation, diagnosis, paid claims amount and plan option elected (as available from carrier) o Historical cost trend analysis	NA
▪ Comprehensive Medical/Rx utilization management report* detailing cost drivers by: o Type of service o Service setting o Diagnostic category o Network utilization o Utilization review effectiveness o Drug utilization	NA
Vendor Liaison for Ongoing Administration	
▪ Provide assistance in resolving vendor service issues[1] o Claims o Billing o Eligibility o Coverage appeals	Ongoing
▪ Coordinate the creation and review of open enrollment materials and employee communications to be print ready	As Needed
▪ Printing of materials related to Open Enrollment	As Needed
Compliance and Regulatory Support	
▪ Keep Client updated on HCR regulations and further guidance	Ongoing
▪ Provide legislative alerts	Ongoing
▪ Compliance review of SPD benefit provisions, contracts, agreements and plan documents	Ongoing
▪ Collection of Schedule A information (if applicable)	Ongoing

* Based on data availability
[1] May require completion of a HIPAA Authorization Form by client and/or employee

Services	Frequency
Human Resources	
▪ Responses to general questions related to COBRA and FMLA	Ongoing
▪ HR Consulting Services	As requested (additional charges may apply)
▪ Access to the MyWave Portal to access HR Support/Community	Included
Wellness	
▪ Evaluate opportunities for wellness intervention programs	Ongoing
▪ Identify proper measurement tools	Ongoing As Needed
▪ Continue to review and educate Client on marketplace innovations	Ongoing As Needed
▪ Facilitate vendor selection for third party wellness administrators	Ongoing As Needed (additional fees may apply with third party administrators)
▪ Develop multi-year wellness plan based on employee demographics and selected vendor capabilities	Ongoing As Needed (additional fees may apply with third party administrators)
Additional Services Included	
▪ Access to MyWave Portal to access HR Support/Community, Legislative Briefs, Employee Newsletters, etc.	Included
Optional Services	
▪ 5500 Preparation through Vendor Partner (fees associated with delinquent filings are excluded)	As requested (additional charges may apply)
▪ Mergers & Acquisitions Due Diligence	As requested (additional charges may apply)
▪ Assistance with ERISA plan related services in coordination with client and appropriate ERISA Attorneys (based on scope of project/request)	As requested (additional charges may apply)

COMPENSATION FOR BROKERAGE & CONSULTING SERVICES:

COMMISSIONED COMPENSATION OPTION

In consideration of the Services to be provided to Client by HM, Client authorizes HM to collect payment for the insurance policies through standard commission schedules from vendors represented in the Client's Employee Benefit Compensation Disclosure Summary prepared on an annual basis following the end of the plan year.

COMPENSATION DISCLOSURE:

In addition to the preceding Service Fee and/or commissions, HM may also be eligible for overrides or bonuses from insurance carriers or intermediaries based on factors, such as premium volume placed, retention, aggregate loss or claims experience, and/or business growth. Overrides and or bonus compensation may differ depending upon the type of policy and the insurer or intermediary.

Client acknowledges and agrees that HM may receive additional compensation in addition to the Service Fee. HM agrees to disclose to Client, upon request, all other compensation received from insurance carriers and intermediaries that are related to the placement of insurance coverage(s) on Client's behalf and if such amounts are unknown, an explanation of the means of calculation.

HM's placement recommendations and satisfaction of the additional Services described above are based on factors, including, but not limited to, Client's needs and desires, risk management assessment, available and offered coverages, prices, carrier stability, claims-payment records, customer service, as well as other factors, but not the potential for HM to receive additional compensation.

This letter contains the entire Agreement between HM and Client concerning the services to be performed by HM on behalf of Client. It may be amended only by a written addendum signed by both parties. This agreement is in compliance with Section 375.116, RSMO and the Department of Insurance Regulation 20 CSR 700-1.100.

TERMINATION OF SERVICES:

Either party may terminate this agreement at any time upon thirty (30) days written notice to the other.

ACCEPTED AND AGREED:

CLJM dba HM Benefits

By: [signature]

Title: VP

Date: 3/14/2017

The City of Willard

By: [signature]

Title: Mayor

Date: 4/10/17

AGENDA ITEM # 13

Ordinance accepting the Intergovernmental Agreement with Greene County OEM. (1st and 2nd Read) Discussion/Vote.

Sponsored by the City Clerk.

First Reading: 04-24-17 | Second Reading: 04-24-17

Council Bill No.: 17- 18 | Ordinance No.: 170424C

AN ORDINANCE

An Ordinance accepting the agreement between the City of Willard and the County of Greene and the Springfield-Greene County Office of Emergency Management to provide disaster mitigation and pre-disaster preparedness services for the City of Willard, and declaring it an emergency.

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

WHEREAS, the City of Willard, the County of Greene, and the Springfield-Greene County Office of Emergency Management collectively have a mutual interest in promoting emergency management programs for mitigation and pre-disaster preparedness to reduce the loss of life and destruction of property in the City of Willard; and

WHEREAS, the City of Willard, in order to protect the health and welfare of the residents residing within their respective municipal boundaries, desire to enter into an agreement with the County of Greene and the Springfield-Greene County Office of Emergency Management in which the Springfield-Greene County Office of Emergency Management will provide the City with pre-disaster planning, training, and services on a fee for service basis.

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

Section 1. The Board of Aldermen authorizes the Mayor, on behalf of the City of Willard, to execute the agreement between the City of Willard and the County of Greene and the Springfield-Greene County Office of Emergency Management to provide disaster mitigation and pre-disaster preparedness services for the City of Willard as described in Exhibit "A" of said agreement. A copy which is attached hereto and incorporated by reference as Exhibit "A".

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

READ TWO TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE 24th DAY OF April, 2017.

APPROVED BY:

____
Corey Hendrickson, MAYOR

ATTEST: ______________________________, Jennifer Rowe, CITY CLERK

Approved as to form: ______________________________, Ken Reynolds, City Attorney

MEMBERS OF THE BOARD OF ALDERMEN: YES NO ABSTAINED
1^{ST} READ:

	YES	NO	ABSTAINED
______________________ JAMIE BUCKLEY	_____	_____	_____
______________________ SAMUEL SNIDER	_____	_____	_____
______________________ DONNA STEWART	_____	_____	_____
______________________ LARRY WHITMAN	_____	_____	_____
______________________ SAM BAIRD	_____	_____	_____
______________________ DAVID ROGGENSEES	_____	_____	_____

MEMBERS OF THE BOARD OF ALDERMEN: YES NO ABSTAINED

2^{ND} READ:

	YES	NO	ABSTAINED
______________________ JAMIE BUCKLEY	_____	_____	_____
______________________ SAMUEL SNIDER	_____	_____	_____
______________________ DONNA STEWART	_____	_____	_____
______________________ LARRY WHITMAN	_____	_____	_____
______________________ SAM BAIRD	_____	_____	_____
______________________ DAVID ROGGENSEES	_____	_____	_____

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

INTERGOVERNMENTAL AGREEMENT
PRE-DISASTER EMERGENCY MANAGEMENT SERVICES

THIS INTERGOVERNMENTAL AGREEMENT ("IGA"), made and entered into this _____ day of ______________, 2017, by and between the County of Greene, a political subdivision of the State of Missouri, acting by and through its County Commission (hereinafter referred to as "County"), the Springfield-Greene County Office of Emergency Management (hereinafter "OEM") and the City of Willard a municipal corporation of the State of Missouri (hereinafter collectively referred to as the "City"), for the purpose of promoting emergency management programs of mitigation and pre-disaster preparedness to reduce the loss of life and property in the City from all types of hazards.

WITNESSETH:

WHEREAS, The Missouri Revised Statutes, Section 44.080, gives authority for local emergency management agencies to be organized to perform emergency management and functions to protect the health and safety of persons and property during an emergency or disaster resulting from man-made or natural causes; and

WHEREAS, County and City have adopted the National Incident Management System pursuant to the provisions of the President's Homeland Security Directive-5 (Management of Domestic Incidents); and

WHEREAS, the Greene County Commission has created within Greene County, Missouri, an emergency management agency known as the Springfield-Greene County Office of Emergency Management ("OEM"); and

WHEREAS, the OEM performs emergency management functions to provide leadership and support to reduce the loss of life and property from all types of hazards through a comprehensive, risk-based, all-hazards emergency management program of mitigation, preparedness, response and recovery; and

WHEREAS, the Cities, in order to protect the health and welfare of the residents residing within their respective municipal boundaries, desire to enter into an agreement with the County and OEM in which the OEM will provide the Cities with pre-disaster planning, training, and services on a fee for service basis; and

WHEREAS, Section 70.220, RSMo., provides that any municipality or political subdivision of the State of Missouri may contract and cooperate with any other political subdivision of this from the negligent or intentional acts or omissions of the signatory city, their respective officers, elected officials, employees and agents.

V. GENERAL INDEPENDENT CONTRACTOR CLAUSE.

County, OEM and the city who are parties to this agreement are each separate and independent organizations and, as such, County, OEM, and the city each retain their own identity in providing services and each is responsible for its own policies and activities. County, OEM, and the city shall be responsible for their respective employees, agents, and volunteers as to any duties or activities contemplated in this Agreement. This Agreement does not create an employee/employer relationship among the parties. It is the Parties intention that the OEM will be an independent contractor and not the cities' employee for all purposes. This Agreement shall not be construed as creating any joint employment relationship between the County, OEM or the city.

VI. FEDERAL CONTRACT PROVISIONS.

County OEM and City who are parties to this agreement agree to comply with all Federal Contract Provisions as set forth in the Schedule attached hereto as Exhibit "C."

VII. ENTIRE AGREEMENT.

This IGA represents the entire agreement of the parties and any changes, amendments or modifications hereto shall be contained in a writing signed by all parties.

VIII. COUNTERPARTS.

This IGA may be executed simultaneously with two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IX. NOTICES.

All notices, demands, consents, and approvals required under this Agreement may be personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the individuals identified in the heading of this IGA, or to their successors, at the addresses listed below:

By: ______________________
Harold Bengsch, Commissioner

By: ______________________
Jennifer Rowe, City Clerk

By: ______________________
Lincoln Hough, Commissioner

Attested by:

By: ______________________
Shane Schoeller, Greene County Clerk

SPRINGFIELD-GREENE COUNTY OFFICE OF EMERGENCY MANAGEMENT (OEM)

By: ______________________
Larry Woods, Interim Director, CEM

Approved as to form:

By: ______________________
Greene County Counselor

Approved as to form:

By: ______________________
City Attorney

AUDITOR CERTIFICATION

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

____
Cindy Stein Date
Greene County Auditor

- Designate local Point of Contact for collecting information and coordinating mitigation/preparedness activities
- Support mitigation and emergency operations planning efforts
- Participate in trainings and exercises
- Participating municipalities will assume and maintain all responsibility for conducting all-hazard emergency response and recover operations.

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- Participating municipalities will assume and maintain all responsibility for conducting all-hazard emergency response and recover operations.

CITY OF WILLARD, MISSOURI
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Federal Contract Provisions
Attachment III

1. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement. 624

3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''

4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, ''Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction''). In accordance with the 625 statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland ''Anti-Kickback'' Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, ''Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States''). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion,

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(3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, 629 as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. See § 200.322 Procurement of recovered materials.

AGENDA ITEM # 14

Ordinance accepting the agreement with Forte Payment Systems for the Parks Department payment processing services. (1st Read) Discussion/Vote.

Sponsored by the Park Director.

First Reading: 04/24/17 Second Reading: __________

Council Bill No.: 17-19 Ordinance No.: 170424D

AN ORDINANCE

Accepting the proposal of Forte Payment Systems to provide Payment Processing Services for the City of Willard, Missouri, and authorizing the Mayor to execute all necessary documents, on behalf of the City of Willard, to accept the proposal.

WHEREAS, the City has found the need to implement an electronic payment system to assist the Parks Department in managing payments for its programs; and

WHEREAS, the City of Willard Parks Department has selected Forte Payment Systems to provide Payment Processing Services as itemized in detail in Exhibit "A" as attached hereto.

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

Section 1: That the Mayor, on behalf of the City of Willard, Missouri is hereby authorized to accept the proposal of Forte Payment Systems to provide Payment Processing 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 Corey Hendrickson

ATTEST: ______________________________, City Clerk

Approved as to form: ______________________________, City Attorney

READ TWO (2) TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE ____DAY OF __________2017.

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
______________________ JAMIE BUCKLEY	______	______	______
______________________ SAMUEL SNIDER	______	______	______
______________________ DONNA STEWART	______	______	______
______________________ LARRY WHITMAN	______	______	______

First Reading: 04/24/17 Second Reading: ______________

Council Bill No.: 17-19 Ordinance No.: 170424D

SAM BAIRD	______	______	______
DAVID ROGGENSEES	______	______	______

2nd READ

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
JAMIE BUCKLEY	______	______	______
SAMUEL SNIDER	______	______	______
DONNA STEWART	______	______	______
LARRY WHITMAN	______	______	______
SAM BAIRD	______	______	______
DAVID ROGGENSEES	______	______	______

PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement ("Agreement"), including all exhibits and addendums hereto, is made by and between Forte Payment Systems, Inc. ("Forte") a California corporation and City of Willard ("Agency").

Forte and its affiliates provide payment processing services including Credit Card, Debit Card and Automated Clearing House ("ACH") processing services (the "Services") selected by the Agency who provides services to, or otherwise has a business relationship with, individuals and other entities ("Constituents").

1. **Definitions.**
   Account: Bank Account or Card Account.
   Account Holder: The owner of the Card or Bank Account to which a Transaction may apply.
   Business Day: Any day other than Saturday, Sunday or Federal Holidays.
   Card: Credit Card or Debit Card.
   Chargeback: The procedure by which an Account Holder attempts to reverse the funding of a Transaction by contacting the Account Issuer to which the Transaction was performed.
   Issuer: The bank or financial institution which issued the Account to the Constituent.
   Downgrade: Any transaction that fails to qualify for the best level of Interchange qualification.
   Payment Associations: MasterCard, Visa, Discover, American Express, NACHA and any applicable debit card networks.
   Payment Processor: An entity which processes electronic financial transactions, including but not limited to ACH, Credit Card, Debit Card, into the appropriate network for each type of payment, on behalf of merchants.
   Rule: Operating Rules which are established by the applicable Payment Associations.
   Regulation: Any applicable Local, State and Federal Law.
   Settlement Account: A checking or savings account at a financial institution designated by Agency as the account to be debited and credited by FORTE or Processor for any amounts owed as a result of any applicable Transactions.
   Transaction: Electronic request submitted to FORTE to affect a Constituent's Account.
   Validation Code: The 3 or 4 digit security code printed on the signature panel of most Cards or on the top right of American Express Cards.

2. **Use License.**
   Subject to the terms and conditions of this Agreement, FORTE hereby grants to Agency a non-exclusive and non-transferable license to access and use FORTE's products and services contracted for and Agency hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE. Agency may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise notified by FORTE. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 2 below, in whole or in part, is granted except as expressly provided by this Agreement. Neither Agency nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide Agency with a license of any third-party proprietary information or property.

3. **Ownership.**
   All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to FORTE's products and services (the "Proprietary

Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FORTE products or services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering any services to Agency (or any of its affiliates), even when refinements and improvements result from Agency's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, Agency hereby expressly transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to FORTE all rights, title, and interest which Agency or any of its affiliates may have in and to such refinements and improvements.

4. Confidentiality.
Agency acknowledges that the products, services and information relating to FORTE's products and services (including without limitation these Terms and Conditions) contain confidential and proprietary information developed by, acquired by, or licensed to FORTE (the "Confidential Information"). Agency will take (and will cause its affiliates to take) all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information. Neither Agency nor any of its affiliates will make any unauthorized use of the Confidential Information or disclose, in whole or in part, the Confidential Information to any individual or entity, except to those of Agency's employees or affiliates who require access for Agency's authorized use of the products or services and agree to comply with the use and nondisclosure restrictions applicable to the Confidential Information. This Section will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, or (iii) is disclosed under force of law, governmental regulation or court order. Agency acknowledges that any unauthorized use or disclosure by it or any of its affiliates of the Confidential Information may cause irreparable damage to FORTE. As such, if FORTE becomes aware of Agency's breach or threatened breach of this Section, FORTE may suspend any and all rights granted to Agency under these Terms and Conditions and shall be entitled to injunctive relief, without the need of posting a bond, in addition to all legal or equitable relief that may be available to FORTE.

5. Term and Termination

5.1 **Term.** This Agreement shall become effective upon the date this Agreement is executed by both parties and shall have an initial term of three (3) years. Thereafter, this Agreement will automatically renew for additional one (1) year terms unless either party provides written notice of its intent to terminate the Agreement no later than 90 days prior to the end of any term.

5.2 **Exclusivity.**
During the term of this Agreement, Agency shall use FORTE as its exclusive provider of all Services.

5.3 **Termination.** In the event of a material breach of this Agreement by one party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other party may terminate by providing written notice of termination. Additionally, FORTE may immediately terminate this Agreement without prior notice in the event that (i) there is a material adverse change to Agency or its financial condition; or (ii) Agency experiences excessive chargebacks; or (iii) Agency experiences an actual or suspected data security breach; or (iv) Agency violates any applicable Law, Rule or Regulation; or (v) termination is deemed necessary by FORTE to comply with any applicable Law, Rule or Regulation.

6. **Transaction Processing**

6.1 **Accepting Transactions.** FORTE shall process Credit Card, Debit Card and ACH Transactions on the Agency's behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding Payment Network. Transactions which are received after the designated cut-off time will be included in the next business day's settlement processing.

6.1.1 **Sale Transactions.** All Transactions sent to FORTE utilizing the "Sale" method will automatically be captured for settlement in time for the next designated cut-off time.

6.1.2 **Auth/Capture Transactions.** If Agency opts to utilize an "Authorize" method rather than a "Sale" method for a Transaction, then it will be the responsibility of Agency to submit a corresponding "Capture" Transaction within 48 hours of the authorization in order to complete the Transaction process for settlement. Transactions which are not captured within 48 hours of Authorization are untimely and may be rejected by FORTE.

6.2 **Transaction Format.** FORTE is responsible only for processing Transactions which are received and approved by FORTE in the proper format, as established by FORTE.

6.2.1 **Card Not Present Transactions.** For card-based transactions in which the card is not present, Agency must obtain and include as part of the authorization request the 3 or 4 digit Validation Code and cardholder's billing address information.

6.3 **Agency Account.** In order to provide transaction processing services, FORTE may need to establish one or more Agency Accounts on Agency's behalf or require Agency to establish a Agency Account with a provider pre-approved by FORTE.

6.4 **Limited-Acceptance Agency**. If appropriately indicated on Agency's application attached hereto, Agency may be a limited-acceptance Agency, which means that Agency has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card Acquirer, Vantiv LLC ("Acquirer") have no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Agency, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

6.5 **Bona Fide Sales**. Agency shall only complete sales transactions produced as the direct result of bona fide sales made by Agency to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than Agency, or for purposes related to financing terrorist activities.

6.6 **Setting Limits on Transaction Amount**. Agency may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Agency may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Agency is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

6.7 **Modifying Transactions.** Agency shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between Agency's records, FORTE and Agency's bank, or with respect to any Transaction that

Agency believes was made erroneously or without proper authorization. At Agency's request, FORTE will make reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by Agency to make such requests and delivered to FORTE. Agency agrees that FORTE will not be held responsible for any losses, directly or indirectly, incurred by Agency or other third parties as a result of FORTE's inability to accomplish the request before the Transaction has been processed through the applicable Payment Network.

6.8 **Delay or Rejection of Transactions.** FORTE may delay or reject any Transaction without prior notification to Agency which is improperly formatted, is untimely, is missing information which may cause it to downgrade or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized or for any reason permitted or required under the Rules or Regulations. FORTE shall have no liability to Agency by reason of the rejection of any such Transaction.

6.9 **Returned Items.** FORTE shall make available to Agency details related to the receipt of any Transaction that is returned unpaid or Transaction which is charged back and shall credit or charge such returned item to Agency's Settlement Account.

6.10 **Chargebacks.** Agency acknowledges and agrees that it is bound by the Rules and Regulations of the Payment Associations with respect to any Chargeback. Agency understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to Agency like any other item hereunder. In the event a Transaction is charged back for any reason, the amount of such Transaction will be deducted from Agency's designated settlement account or any payment due to Agency.

6.11 **Excessive Chargebacks**. Using limits established by Associations as a standard for review, FORTE reserves the right to suspend and/or terminate Agency's access to the Services should Agency's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide Agency with notice and a time to cure its excessive chargebacks prior to suspending or terminating Agency's access to the Services. Agency acknowledges and expressly authorizes FORTE, in compliance with Payment Association Rules and Regulations, to provide to the Payment Associations and applicable regulatory bodies, Agency's name and contact information as well as transaction details should Agency's chargeback ratio exceed the allowable limits in any given period.

6.12 **Resubmitting Transactions.** Agency shall not re-submit any Transaction unless it is returned as (i) Insufficient funds (R01); or (ii) Uncollected funds (R09); or (iii) unless a new authorization is obtained from Constituent.

6.13 **Settlement.** Settlement of Agency's funds for Transactions, less any Chargebacks or Returns, to Agency's designated settlement account will occur within 72 hours of Origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of Agency's sales data for card transactions through FORTE's Services, Acquirer will process Agency's sales data to facilitate the funds transfer between the various Associations and Agency. After Acquirer receives credit for such sales data, Acquirer will fund Agency, either directly to the Agency-Owned Designated Account or through FORTE to an account designated by FORTE ("FORTE Designated Account"), at Acquirer's sole option, for such card transactions. Agency agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to Agency, and that any dispute regarding the receipt or amount of settlement shall be between FORTE and Agency. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, unless a Agency-owned account is otherwise designated below. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if

FORTE or Acquirer reasonably believe a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Agency if settled to Agency-owned account or debited from the FORTE Designated Account if settled to that account.

6.14 **Provisional and Final Payment**. Agency, Agency's third party senders (if applicable), and/or Agency's agent(s) understand and agree that Entries may be transmitted through the ACH network, that payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Entry, and that if such settlement is not received, then the RDFI will be entitled to a refund from the Receiver of the amount credited and Agency will not be deemed to have paid the Receiver the amount of the Entry. The rights and obligations of Agency concerning the Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located, unless Agency and Forte have agreed that the laws of another jurisdiction govern their rights and obligations.

6.15 **Reporting.** FORTE will make daily Origination and Deposit reports available to Agency on a 24/7 basis through the FORTE Internet-based Payments Gateway platform.

7. Transaction Authorization

7.1 **Constituent Authorization.** Agency shall obtain authorization from Constituent prior to requesting a Transaction to Constituent's account.

7.2 **Retention.** Agency shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard transactions and for a period of five (5) years for health-related transactions from the authorization date or revocation of authorization date and shall provide such proof of authorization to FORTE upon request within five (5) business days of the request.

7.3 **Revoked Authorization.** Agency shall cease initiating Transactions to a Constituent's account immediately upon receipt of any actual or constructive notice of that Constituent's termination or revocation of authority. Agency may re-initiate Transactions to a Constituent's account only upon receiving new authorization from Constituent.

8. Agency Prohibitions. Agency must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that a Agency impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Agency, v) disburse funds in the form of cash unless Agency is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Agency), or Agency is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back to the acquirer and subsequently returned to Agency, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a card to collect or refinance an existing debit that has been deemed uncollectable by Agency, or ix) submit a transaction that represents collection of a dishonored check. Agency further agrees that, under no circumstance, will Agency store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Agency nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

///

9. Authorization.

9.1 Agency authorizes FORTE to electronically debit and credit Agency's designated bank account(s) for any amounts owed to or by Agency in accordance to the terms of this Agreement.

9.2 If Agency uses the Services through or in conjunction with a third party service provider that is not a party to this Agreement, Agency authorizes FORTE to provide ____________________ ("Partner") with its FORTE merchant account information and credentials. If applicable, Agency authorizes Partner to originate transactions and receive the corresponding results on its behalf.

10. Constituent Disputes.

All disputes between Agency and its Constituent (s) relating to any Transaction processed under this Agreement will be settled by and between Agency and Constituent. Agency agrees that FORTE bears no responsibility or involvement in any such dispute.

11. Compliance with Laws, Rules and Regulations.

In performing its duties under this Agreement, each party agrees to comply with all applicable Rules, Regulations and Laws. Agency agrees to cooperate and provide information requested by FORTE to facilitate FORTE's compliance with any applicable Law, Rule or Regulation. Additionally, should a Payment Association or regulatory body impose a fee or fine on Agency for any violation of the Rules, Regulations or Laws by Agency, such fee or fine may be passed through Forte to Agency. Without limiting the foregoing, Agency agrees that it will fully comply with any and all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), VISA, MasterCard, Discover, and/or Payment Associations, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations.

12. Pricing and Payment.

12.1 FORTE will provide the Services in accordance with the pricing fee schedule(s) attached hereto as Appendix A. Pricing schedules which utilize an Absorbed Fee Model will be billed to the Agency monthly in arrears and will automatically be debited from Agency's designated account via ACH Debit. Pricing schedules which utilize a Service Fee Model will result in a processing fee being charged to the Constituent in the form of a non-refundable service fee which is either (i) added to; or (ii) charged as a separate transaction to the Constituent at the time of payment.

12.2 Pricing schedules which utilize a flat service fee model are calculated based on historical or estimated transactional amount activity by Agency. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance to the experiential transaction activity.

12.3 FORTE's pricing is subject to the underlying fees established by the Payment Associations and its service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by Agency during any term of this Agreement, FORTE will pass through the increases with no additional markup to Agency. FORTE will provide Agency a minimum of thirty (30) days notice of any change or adjustment in fees.

13. Indemnification.

To the extent permitted by law, each party bears all responsibility for its own employees' actions while in its employ. Each party shall indemnify and hold the other party harmless from and against any and all claims, demands, actions, losses, damages, liabilities, expenses, expenditures, and costs including but not limited to attorneys' fees and other costs of defense, including settlement costs, that relate to or result from (i) any material breach of this Agreement, including but not limited to a breach of the party's representations and warranties contained herein; or (ii) any actual or alleged violation by the party of any applicable Law, Rule or Regulation.

14. Limits of Liability.

14.1 Neither party shall be liable to the other party or to any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to this Agreement. FORTE's maximum liability hereunder for any claims whatsoever shall not exceed the greater of (i) $50,000; or (ii) the total amount of all fees paid by Agency to FORTE during the three (3) month period preceding the origination of the claim giving rise to liability. The limitations of liability contained in this section shall apply without regard to whether other provisions of the Agreement have been breached or have proven ineffective.

14.2 FORTE shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, other processors, communications carriers or clearing houses through which Transactions may be originated or through which FORTE may receive or transmit information, and no such entity shall be deemed an agent of FORTE.

14.3 Should FORTE become aware that any of its technology is found to infringe upon the copyright, patent, trade secret or other proprietary right held by a third party, FORTE shall, at its own expense and in its sole discretion either procure for Agency the right to continue using the infringing technology; modify the infringing technology so it is no longer infringing without adversely affecting the technology's performance; or replace the infringing technology with other equivalent, non-infringing equipment or software without adversely affecting the technology's performance.

15. Representations and Warranties.

15.1 **FORTE's Representations and Warranties.**

15.1.1 FORTE represents and warrants to Agency that FORTE's agreement to provide its products and services to Agency and to perform the Services hereunder does not violate any agreement or obligation between FORTE and any third party.

15.1.2 To the best of FORTE's knowledge, no performance of its obligations hereunder infringe on any copyright, patent, trade secret or other proprietary right held by any third party.

15.1.3 When executed and delivered by FORTE, the agreement with Agency will constitute the legal, valid, and binding obligation of FORTE, enforceable in accordance with its terms.

15.2 **Agency's Representations and Warranties.**

15.2.1 Agency's agreement to license FORTE's products and services and to engage FORTE to perform the Services hereunder does not violate any agreement or obligation between Agency and any third party.

15.2.2 To the best of Agency's knowledge, neither any information delivered by Agency to Forte in support of this Agreement nor Agency's performance of its obligations hereunder infringe on any copyright, patent, trade secret or other proprietary right held by any third party.

15.2.3 None of the activities for which Agency has engaged the services of Forte shall violate any international, federal, state, or local law or regulation, including but not limited to laws relating to consumer non-public financial information.

15.2.4 When executed and delivered by Agency, the agreement with Forte will constitute the legal, valid, and binding obligation of Agency, enforceable in accordance with its terms.

16. Service Policy.

Except as otherwise specifically provided herein, Forte's products and services are provided hereunder "As Is" without warranty of any kind. Agency acknowledges and understands that Forte does not warrant that the Services will be uninterrupted or error free and that Forte may occasionally experience delays or outages due to disruptions that are not within Forte's control. Any such interruption shall not be considered a breach of this Agreement by Forte. Forte shall use its best efforts to remedy any such interruption in service as quickly as possible.

17. Force Majeure.

Neither party shall be liable for, or be considered in breach of or default under the Agreement on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party shall give prompt written notice to the other party and shall use all commercially reasonable efforts to minimize the impact of the event.

18. Assignment.

The rights granted under this Agreement shall not be assigned by either party without the prior written consent of the other party, which shall not be unreasonably withheld.

19. Choice of Law and Venue.

This Agreement shall be governed by and construed in accordance with the internal laws of the state in which the party being sued is domiciled.

20. Amendment.

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing, signed by the parties hereto and specifically referring to this Agreement.

21. Publicity.

Neither party shall use the other party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

22. Notice.

Any notice required to be given by either party hereunder, shall be in writing and delivered personally to the other designated party, or sent by any commercially reasonable means of receipted delivery, addressed, to that party at the address most recently provided in writing. Either party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

Notices to Forte:	**Notices to Agency:**
Forte Payment Systems	____________________
500 W. Bethany	____________________
Suite #200	____________________
Allen, TX 75013	____________________
Attn: General Counsel	____________________

23. Headings.

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

24. Severability.

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

25. Entire Agreement; Waiver; Counterparts.

This Agreement constitute the entire understanding of the parties, and revoke and supersede all prior agreements between the parties and are intended as a final expression of their agreement. Either party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of same or other provision. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement as of the date set forth below.

Forte Payment Systems, Inc:	**Agency**:
By: ____________________	By: ____________________
Name: ____________________	Name: ____________________
Title: ____________________	Title: ____________________
Date: ____________________	Date: ____________________

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

AGENDA ITEM # 15

Ordinance accepting the Developer's Agreement with Robertson Estates. (1st Read) Discussion/Vote.

Sponsored by the Director of Development.

First Reading: 04-24-2017

Second Reading: ___________

Council Bill No: 17-20

Ordinance No: 170424E

AN ORDINANCE

AUTHORIZING THE MAYOR OF THE CITY OF WILLARD TO EXECUTE AN AGREEMENT BETWEEN TAYLOR ROBERTSON AND THE CITY OF WILLARD.

WHEREAS, The City of Willard and developer Taylor Robertson, had determined there is a need to proceed with an agreement to develop certain property located in Willard, Missouri; and

WHEREAS, both parties have reached an agreement to proceed with the development.

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

Section 1: That the Mayor, on behalf of the City of Willard, Missouri is hereby authorized to execute an agreement between the City of Willard and Taylor Robertson, for the purpose of allowing Taylor Robertson to purchase water line materials which will be placed by the City of Willard.

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 (2) TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE ____DAY OF ________________, 2017.

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
JAMIE BUCKLEY			
SAMUEL SNIDER			
DONNA STEWART			
LARRY WHITMAN			
SAM BAIRD			

DAVID ROGGENSEES

2nd READ

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
JAMIE BUCKLEY			
SAMUEL SNIDER			
DONNA STEWART			
LARRY WHITMAN			
SAM BAIRD			
DAVID ROGGENSEES			

AGREEMENT

This agreement entered into this --19th-- day of December, 2016 by and between the City of Willard, (hereinafter called " City") and Taylor Robertson, (hereinafter called developer).

WHEREAS, the developer has requested water service to provide potable drinking water and fire protection for a subdivision known as Robertson Estates Phase 2 located along the west side of Farmer Rd.

WHEREAS, the developer has made application for service, the City has estimated the cost of the upgrade/extension

WHEREAS, the City Code requires the developer to deposit a cash amount no less than equal to the estimated charges before construction shall commence,

NOW THEREFORE, the parties hereunto agree on the following:

The City agrees to procure all materials, labor and permits for the total project,

The City agrees to build the project per drawings provided by the developer,

The City agrees to perform all testing and bacteriological sampling as required by Missouri Department of Natural Resources,

The City agrees to perform all necessary clean up to satisfy all property owners affected by this project,

Developer agrees to deposit $20,000.00 with the City to cover the procurement of all materials, subcontractor labor and permits,

Developer agrees to pay an additional $650.00 per meter as a connection fee associated with the building permit,

Developer agrees to reimburse the City for any surveying and staking necessitated by this project, Developer agrees to provide survey markers establishing lot lines for water meter placement,

Should the total costs of the project be less than the amount deposited with the City, the City agrees to refund the developer the difference,

Should the total costs of the project be more than the amount deposited with the City, due to no subsurface investigation (limestone) the developer agrees to pay ~~the City the difference.~~ up to $5,000 for rock excavation. TR

This agreement is hereby approved by all parties on the date set forth.

Dated: City of Willard

Dated: 12/19/2016 Taylor Robertson

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

AGENDA ITEM # 16

Resolution authorizing Mid-Missouri Bank to update City Account. Discussion/Vote.

Sponsored by the Director of Finance.

Resolution: 17-02 **Date: 04/24/2017**

City of Willard, Missouri

RESOLUTION

Authorizing Mid-Mo Bank to change the names on the City account.

Whereas, Mid-Mo Bank has requested a resolution authorizing them to remove certain names from the City Account and add others to keep the account information current; and

Whereas, The City wishes to remove Dale Duvall, David Larimore and Coyne Wendell Forshee from the City account; and

Whereas, The City wishes to add Mayor Corey Hendrickson and City Clerk Jennifer Rowe.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Willard, Missouri that, the change request for the Mid-Mo Bank Account, is herewith adopted and made effective with the date of this Resolution, and further, that this request replaces and supersedes all other such requests.

Corey Hendrickson, Mayor (Date)

Attest:

Jennifer Rowe, City Clerk (Date)