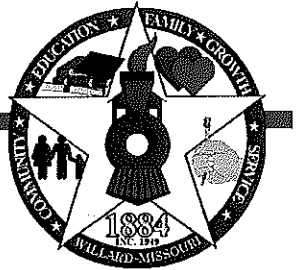


CITY OF WILLARD, MISSOURI

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



MEETING AGENDA AND PACKET

BOARD OF ALDERMEN

Regular Meeting

March 13, 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
March 13, 2017
7:00 P.M.**

Posted March 8, 2017.

Notice is hereby given that the City of Willard, Missouri, Board of Aldermen will conduct a meeting at **7:00 p.m.** March 13, 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 and Closed Meeting on February 27, 2017 and the Work Study on March 2, 2017.**
- 4. Citizen Input (5 minute limit per person).**
- 5. City Administrator Report.**
 - a. Financial Reports
 1. January 2017 Summaries.
 2. January 2017 Financial Statements.
 3. February 2017 and March 2017 Outstanding Invoices, Check and Draft Paid Invoices.
 4. January 2017 Check Register.
 5. February 2017 Utility Adjustment Report.
 - b. Parks Department.
 - c. Public Works.
 - d. Police Department.
 - e. Planning and Development.
- 6. Discussion/Vote to approve a new Empire Electric Streetlight.**
 - a. 513 Watson.
- 7. Ordinance accepting the contract with White River Engineering for the Sewer Project. (2nd Read). Discussion/Vote.**
- 8. Ordinance adopting the General Code updates for 2017. (1st and 2nd Read) Discussion/Vote.**
- 9. Discussion/Vote to accept the bid for Cleaning Supplies.**
- 10. Ordinance accepting the Developer's Agreement for Fox River Estates. (1st Read) Discussion/Vote.**

11. Discussion/Vote to accept the Engineer for the Miller Road widening project.
12. New Business.
13. Unfinished Business.
14. Recess Open Session.
15. Open Executive Session.
16. Close Executive Session.
17. Adjourn Meeting.

THE TENTATIVE AGENDA OF THIS MEETING INCLUDES A VOTE TO CLOSE PART OF THE MEETING PURSUANT TO RSMO SECTION 610.021 # (3) PERSONNEL AND # (13) PERSONNEL

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

Jennifer Rowe
City Clerk

**CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
February 27, 2017
7:00 p.m.**

Staff present: Interim City Administrator, Jim Bentley; City Clerk, Jennifer Rowe; Director of Public Works, Dave O'Connor; Director of Development, Randy Brown; Director of Parks, J.C. Loveland; and Assistant Director of Parks, Jason Knight. Student Representative Grace Black was also present.

The City Attorney Ken Reynolds was not present.

Citizens in attendance: Tara Wallis, Grace Black, Mindy Latham and Jim Vaughn.

Pledge of Allegiance.

The Pledge of Allegiance was led by Mayor Hendrickson.

Call to Order.

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

Moment of Silence.

Mayor Hendrickson called for a moment of silence on behalf of former Mayor Wendell Forshee who passed away.

Roll Call.

The City Clerk conducted the roll call. Alderman Buckley---, Alderman Snider-present, Alderman Stewart-present, Alderman Whitman-present, Alderman Baird-present, Alderman Roggensees-present, Student Representative Grace Black-present and Mayor Hendrickson-present.

Agenda Amendments/Agenda Approval.

The City Clerk requested the addition of a Discussion/Vote to move forward with the Frisbee Gold Course. Mayor Hendrickson stated that will now be the new number eight (8) and everything else will move down. Motion was made by Alderman Roggensees and seconded by Alderman Snider to accept the Agenda with changes. The motion carried with a vote of 5-0. Voting aye: Aldermen Snider, Stewart, Whitman, Baird and Roggensees. Student Representative Grace Black also voted aye.

Approve the Minutes of the Regular Meeting on February 13, 2017.

Motion was made by Alderman Baird and seconded by Alderman Stewart to approve the Minutes from the regular meeting February 13, 2017. The motion carried with a vote of 5-0. Voting aye: Aldermen Snider, Stewart, Whitman, Baird and Roggensees. Student Representative Grace Black also voted aye.

Citizen Input.

None.

Ordinance adopting the 2012 International Building Codes. (2nd Read) Discussion/Vote.

The second read was conducted by the City Clerk.

Mayor Hendrickson asked if there were any changes, and Randy Brown, Director of Development stated there were not. Alderman Snider asked why the City was not going with newer Codes. Mr. Brown stated that most cities were not adopting the 2015 codes as the 2018 codes were already being worked on. Many have gone to 2012 and are planning on updating to the 2018 codes once completed. Alderman Snider then asked if these codes affect the EDU or building permit prices. Mr. Brown stated that permits were done based on square footage with a calculation, and these codes will not affect that.

Motion was made by Alderman Snider and seconded by Alderman Whitman to adopt the 2012 International Building Codes. The motion carried with a vote of 5-0. Voting aye: Aldermen Snider, Stewart, Whitman, Baird and Roggensees. Student Representative Grace Black also voted aye.

Discussion/Vote on Parade Route for 4th of July Parade.

Director of Parks, JC Loveland discussed the parade route with the Board. He stated that staff worked closely with the Band Director and they came up with a new route. This new route will start at the REC Center, go around the park and down Jackson to the High School to end. It will be cutting out around a half (1/2) of a mile making the parade a little easier on the students marching. Mr. Loveland stated that once the Board approves the new route, it will be publicized immediately to let the citizens know. Motion was made by Alderman Snider and seconded by Alderman Stewart to approve the new parade route for the 4th of July parade. The motion carried with a vote of 5-0. Voting aye: Aldermen Snider, Stewart, Whitman, Baird and Roggensees. Student Representative Grace Black also voted aye.

Discussion/Vote to accept Bid for Grading of the Lower Baseball Field.

Director of Parks, JC Loveland, discussed the bids for Grading of the Lower Baseball Field. He informed the Board that the City received two (2) bids and staff was recommending that we go with Turfmark. Mr. Loveland reminded the Board that in the previous year, the grading of the upper baseball field had been done by Turfmark and they did an excellent job. Alderman Roggensees stated that the lower field caused a lot of rain outs last year due to poor drainage, so the City needs to make sure it is done correctly. He supports using Turfmark. Alderman Baird asked how it was publicized with only two (2) bids coming back. Mr. Loveland informed the Board that emails were sent out to the same companies that bid last year, and it was advertised in the paper and through Vendor Registry. Alderman Whitman asked if the routine maintenance would be easily accomplished with the materials the City already has. Mr. Loveland informed him that the routine maintenance on the field this company did last year has worked perfectly. Alderman Baird asked about the scope of work offered and Mr. Loveland informed him that they bid on everything that was asked. The other company uses a different field material though. Alderman Whitman asked about reference for the other company and Mr. Loveland stated that none were provided. Motion was made by Alderman Roggensees and seconded by Alderman Snider to accept the Bid from TurfMark for Grading of the Lower Baseball Field. The motion carried with a vote of 5-0. Voting aye: Aldermen Snider, Stewart, Whitman, Baird and Roggensees. Student Representative Grace Black also voted aye.

Discussion/Vote on potential Frisbee Disc Golf Course.

The Director of Parks, JC Loveland, informed the Board that the Park Board had been discussing a Frisbee Disc Golf Course to be located at Miller Farm Park. Staff put the project out to bid for the design and construction of the course to see what would be needed for the budget. Mr. Loveland indicated that the Park Board was in favor of bringing in a Frisbee Disc Golf Course and wanted to get sponsorships for each of the holes which would in turn pay for the entire course. This would eliminate needing a Budget Amendment. Discussions with other cities as well as the Frisbee Gold Course builders, it was indicated that the clientele is large and this would be a profitable addition to Willard Parks. Mr. Loveland stated that the lowest bid was an individual from Springfield, MO who owns Disc Monkey, and his bid also came with incentives for the City. The Park Board and Staff are requesting approval to move forward and begin gathering sponsorships to pay for the course. Alderman Snider stated that he had met with that owner a year ago and he was interested in building in Willard at that point. Mr. Loveland also informed the Board that if Disc Monkey is chosen, the company would add Willard into their list for the tour, which would in turn bring more attention to the Willard Course and more revenue. Mayor Hendrickson asked if it could be reserved for parties. Mr. Loveland stated that in the future that would be a possibility as bathrooms would have to be available first. Alderman Baird asked how much of the park land would be used for the course. Mr. Knight stated that the current drawings use up about half (1/2) of the twenty (20) acre parcel. The course is going to be designed to go in the brush area and leave the open field areas for other events in the park. Alderman Snider requested that maps be brought to future discussions dealing with land so the Board could get a visual of what is being proposed. Discussion was then made regarding how the sponsorships would work and what would be an appropriate cost. Mr. Loveland discussed the sponsorship costs the Parks Department currently use and how it works. Alderman Whitman asked how big the signs would be at each hole and if it is something visible

from the roads. Mr. Loveland said they would not be that big. Mr. Bentley stated that the Board could move to approve the budget funds with the acknowledgement that a budget amendment would be brought in July to cover it. Alderman Snider stated that it would be best to move forward with the original plan of sponsorships. Motion was made by Alderman Roggensees and seconded by Alderman Baird to allow the Parks Department to move forward with the Frisbee Disc Golf Course idea and obtain sponsors to cover the cost. Motion carried with a vote of 5-0. Voting aye: Aldermen Snider, Stewart, Whitman, Baird and Roggensees. Student Representative Grace Black also voted aye.

Discussion/Vote to accept Bid for Cleaning Supplies for City Offices.

The City Clerk informed the Board that three (3) bids were received for cleaning supplies, but only one (1) of them bid the entire project. The other two (2) only provided costs for the trash bags. The company that bid everything was Hillyard, who we currently use. The Board asked about the cost difference between what we pay and what they proposed. Staff informed the Board that more information needed to be gathered on costs, however all new dispensers would be provided with the proposal. Motion was made by Alderman Roggensees and seconded by Alderman Baird to table the discussion until more information could be provided at the next meeting. The motion carried with a vote of 5-0. Voting aye: Aldermen Snider, Stewart, Whitman, Baird and Roggensees. Student Representative Grace Black also voted aye.

Discussion/Vote to authorize Mayor to sign donation for MRWA.

Mayor Hendrickson discussed the request for additional funding from the City of six hundred and fifty dollars (\$650.00) to assist with legislative access for MRWA. Mr. O'Connor informed the Board that MRWA was a big help, especially during the smoke testing, providing fans and assistance at no cost to the City. He felt that this would be a sign of good faith from the City to assist in this way. Alderman Snider asked if we were involved in this organization, and Mr. O'Connor stated that the City is a member. Mayor Hendrickson asked how much interaction the City has with them. Mr. O'Connor stated that there are weekly emails, conferences during the year, and they provide support when needed. Mayor Hendrickson stated he was in favor of giving the money. Alderman Baird asked how much the membership was. Mr. Brown stated he believed it was one hundred and fifty dollars (\$150.00) a year. Mr. Bentley stated that the City has been members for a long time. Alderman Snider requested that the wording be changed as it was not technically a donation. Alderman Whitman asked if there were additional fees in the membership and Mr. O'Connor said no. Alderman Roggensees asked if the six hundred and fifty dollars (\$650.00) was in the budget. Mr. Bentley stated that it was available in the professional fees for sewer and water. Motion was made by Alderman Roggensees and seconded by Alderman Snider to approve giving MRWA six hundred and fifty dollars (\$650.00) for a legislative access. Motion carried with a vote of 5-0. Voting aye: Aldermen Snider, Stewart, Whitman, Baird and Roggensees. Student Representative Grace Black also voted aye.

Ordinance to accept the contract with White River Engineering for the Sewer Project. (1st & 2nd Read) Discussion/Vote.

Mr. Bentley informed the Board that this contract would be to start the project on the Sewer that Olsson and Associates had defined the previous year. He stated that after the appointment with the City of Springfield, more information would be brought to the Board. This was the first agreement to get the project going in the main part of the City. This contract would not be including the Meadows sewer work. Mr. O'Connor informed the Board that this was the core agreement for the project. Discussion had been made regarding where to place the new lift stations and where the new lines would run. This contract would allow the engineering to begin. Alderman Roggensees asked about the Regional Lift Station. Mr. O'Connor stated that Regional would now hook to a new force main. There would be two (2) force mains with the new plans, one being a new ten-inch (10") force main to Lift Station "D" and that would dump into the larger force main. "D" would then take over the original ten-inch (10") force main and both would run to Highway 160. Alderman Roggensees stated that this would be separated "D" from Regional which would stop both lift stations from pumping into each other. Mayor Hendrickson asked about the new lift station, and Mr. O'Connor stated it would be on the opposite side of Highway 160 from the original plan. He then stated that this needs to move forward and has no bearing on the Springfield discussions coming up. Mr. Bentley stated that the whole project would not come out of this fiscal year budget, approximately one hundred and eighty thousand dollars (\$180,000) would be this year, and the rest the following. Mr. Brown stated that he has been

in discussion with Chris Up from Conco who has expressed interest in working with the City on this project. Alderman Roggensees asked why both reads were being done in one meeting. Mr. O'Connor stated that the Board expressed urgency to get this project completed and the City was ready to move forward. This contract would get things going. Alderman Baird asked Alderman Roggensees if there was more information he was needing before a second read could be done. Alderman Roggensees requested that the Board table the second read until more information could be discussed regarding the funding for the remainder of the project. He stated that the money discussions and the discussions with Springfield regarding the sewer in the Meadows needed to happen first. Alderman Snider stated that the Board could approve the first read and if anything comes up between now and the next meeting, it could be discussed before the second read. Mr. Bentley stated there was no rush.

The first read was conducted by the City Clerk.

Motion was made by Alderman Baird and seconded by Alderman Roggensees to accept the contract with White River Engineering for the Sewer Project. Motion carried with a vote of 5-0. Voting aye: Aldermen Snider, Stewart, Whitman, Baird and Roggensees. Student Representative Grace Black also voted aye.

Motion was made by Alderman Snider and seconded by Alderman Roggensees to table the second read of the contract with White River Engineering for the Sewer Project. Motion carried with a vote of 3-2. Voting aye: Aldermen Snider, Stewart and Roggensees. Voting nay: Aldermen Whitman and Baird. Student Representative Grace Black also voted aye.

Discussion/Vote to establish the Willard Equivalent Dwelling Unit (EDU) for Sewer Services.

Mr. Bentley informed the Board that before future goals could be discussed, the City needed to establish an EDU for Sewer Services. He stated that the average home, three (3) bedroom, two (2) bath had 2.7 people. When you evaluate the sewer used, the typical usage for Willard is roughly one hundred and eighty (180) to two hundred and twenty (220) gallons per day. Flaving this calculation, you can then determine the cost each house should pay when you know the total cost of the sewer. This calculates out to about a fifteen hundred-dollar (\$1500) connection fee for new users. Mr. O'Connor stated that setting an EDU is a planning tool, and is not permanent. The number can raise and lower depending on how things are changing. He stated that setting the EDU can start the planning process as it is a critical component for calculating connection fees. Mr. Bentley stated that the connection fees include what is already in the ground. There is currently nine million dollars (\$9,000,000) worth of sewer in the ground. Adding the additional sewer costs for projects in the works would allow you to determine the exact amount for connection fees for the City. Mr. O'Connor stated that staff is recommending setting the EDU at 200 gallons. DNR has the EDU in the Meadows at 230 and that is too high. Mr. Bentley stated that the city has two (2) systems currently and could potentially have two (2) separate EDU's, one for the meadows and one for the City, but that would make sense to factor two separate costs. Alderman Snider asked how the nine hundred-dollar (\$900) connection fee was determined off the current nine-million-dollar (\$9,000,000) sewer costs. Mr. O'Connor stated he was not sure how they came up with that number. Mr. Bentley also stated that the Commercial costs would be separate, and would be a set flat rate for connection fees. Motion was made by Alderman Roggensees and seconded by Alderman Snider to establish the Willard EDU at 200 gallons. Motion carried with a vote of 5-0. Voting aye: Aldermen Snider, Stewart, Whitman, Baird and Roggensees. Student Representative Grace Black also voted aye.

Discussion/Vote to approve Empire Electric Streetlight Contract for new light.

The City Clerk informed the Board that this was the contract for the new light that was discussed at the previous meeting for the corner of Hunt road and Becky. Motion was made by Alderman Stewart and seconded by Alderman Roggensees to approve the Empire Electric Streetlight Contract for the new light at Becky and Hunt. Motion carried with a vote of 5-0. Voting aye: Alderman Snider, Stewart, Whitman, Baird and Roggensees. Student Representative Grace Black also voted aye.

New Business.

Alderman Snider informed the Board that he recently had a discussion with the Court Clerk regarding dog violations in the City. He stated that in one recent case, staff spent seven and a half (7 ½) hours trying to catch the dog. He asked about a previous position for a dog catcher. Mr. Bentley stated that in the old organizational chart, that position was delegated to different people each month. Someday the City may require an on-call dog catcher. Alderman Snider asked if the Board should address the issue, especially with

the cost of staff time. Abby Brixey, Deputy Court Clerk, informed the Board that the City can request reimbursement from the owner through the City Attorney. Alderman Baird asked if staff saw this as a big problem. Mr. O'Connor stated it was more of a nuisance than a problem.

Alderman Snider then asked Mr. Brown what the status was of the four-lane coming into Willard. Mr. Brown stated that he was unsure where it was at this point. MoDOT stated they would be sending their recommendation to the State within the next two (2) weeks. Mr. O'Connor stated that MoDot has designed the full corridor and will have it ready. If funds become available, they may be able to bump the next section up and get it completed. The 2018-2022 STIPP will be approved by the Highway Commission in June or July of 2017.

Unfinished Business.

Mr. Loveland stated that the Missouri Parks and Rec Conference would be in Branson the following week. Lucille Murray would be getting an award at the Banquet on Thursday March 9, 2017 in Branson.

Mayor Hendrickson informed the Board that the Downtown Project Work Study would be on Thursday March 2, 2017 at 6:00 p.m. with pizza.

Recess

Motion was made by Alderman Roggensees and seconded by Alderman Whitman to Recess Open Session. Motion carried with a vote of 5-0. Voting aye: Aldermen Snider, Stewart, Whitman, Baird and Roggensees. Student Representative Grace Black also voted aye.

Adjourn.

Motion was made by Alderman Stewart and seconded by Alderman Whitman to adjourn. Motion carried with a vote of 5-0. Voting aye: Aldermen Snider, Stewart, Whitman, Baird and Roggensees.

The meeting was adjourned at 11:08 p.m.

Jennifer Rowe, City Clerk

Corey Hendrickson, Mayor of Willard

**CITY OF WILLARD
BOARD OF ALDERMEN
WORK STUDY
March 2, 2017
6:00 p.m.**

Staff present: Interim City Administrator, Jim Bentley; City Clerk, Jennifer Rowe; and Parks Director, JC Loveland.

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

Citizens in attendance: David Helton, Rick Stenberg, Connie Conduct, Chet Cornelison, Terry Whaley, Jen Welton, Kendall Cook, Dan Crutcher, and Julie Kudrna.

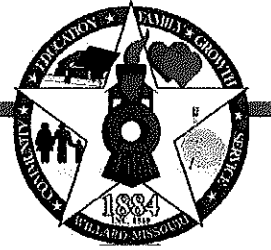
City Administrator Jim Bentley gave an overview of the Downtown Project. Discussion was made regarding future development and plans for Downtown Willard.

Jennifer Rowe, City Clerk

Corey Hendrickson, Mayor of Willard

CITY OF WILLARD, MISSOURI

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AGENDA ITEM # 5

City Administrator Report & Department Reports

Sponsored by the City Administrator and Department Heads.

Parks and Recreation - Director's Report – March 2017

Project Report

- **Employee Tasks**
 - 2017 Budget and Bids - Ongoing
 - Planning 2016-17 School Year Programs
 - Staff Restructuring for 2017 Fiscal Year
 - Hiring Summer Staff for 2017 Summer
- **2017 Capital Improvements**
 - Pool Sandblasting/Painting – Waiting on Weather
 - Baseball Concession Stand Construction – Ongoing
 - Soccer Complex Parking Lot Gravel – March 2017
 - Miller Farm Park Parking Lot – Ongoing
 - Miller Farm Park Trails - Ongoing
 - Soccer Complex Camping Spots – April 2017
- **2017 Master Plan**
 - Sub-Committee Meeting – 1/10/17
 - Committee created a list of ideas to bring to the Park Board
- **Maintenance Department**
 - Edge Trail at Jackson Street Park
 - Clean Fence Lines at Jackson Street Park
 - Build Parking Lot at Miller Farm Park
 - Maintenance all Mowing Equipment for Season

Upcoming Programs / Events

- **Tumbling Toddlers** – Ongoing
- **Tae Kwan Do** – Ongoing
- **Youth Dance** – Ongoing
- **Youth Spring Dance Class** – New Session Begins: March 7
- **Kid-Venture Days** – March 13th-17th & 31st / April 14th & 17th
- **The Great Easter Egg Hunt** – April 8
- **Spring Soccer Registration Ends** – March 4
- **Spring Soccer Games Start** – April 1
- **Spring Volleyball Registration Ends** – March 4
- **Spring Volleyball Games Start** – April 4
- **Summer Baseball Registration Ends** – July 1
- **Pool Opening Day** – May 20
- **Summer Camp Starts** – May 24
- **Youth Cheerleading** – Fall 2017

Other Information

- **Website** – *Visitors From 2/4/17 to 3/5/17*
 - www.willardparks.com – 3,791 unique visitors, 11,474 visitors
 - www.willardfreedomfest.com – 865 unique visitors, 1,905 visitors
 - www.willardaquatics.com – 1,090 unique visitors, 2,376 visitors
- **Facebook** – *1,834 likes as of 3/6/17*
 - <https://www.facebook.com/WillardParksAndRec>
- **Open Gym** – *Visitors From 4/19/16 to 3/6/17*
 - Individual Registrations: 324
 - Individual Sign-In: 2,761

Public Works Report

February 2017

The Public Works staff completed construction of the new office/break room for the employees. They also modified the old office space to provide an office for the Public Works Director along with a work area for the water department.

Water

- Repaired water leaks on MO 266 and on Farm Rd. 101.
- Repaired a service line on Hunt Rd. that was damaged by a boring contractor.
- Removed a section of fence and began installation of a 10" water main extension along Highway AB south of Farm Rd. 124 in Elwood.

Sewer

- The primary focus for the month of February has been repairs at Regional lift station. The west pump had to be pulled and taken for repairs. The problem was caused by a large piece of PVC caught in the impellor. They also had to work on a gate valve that was damaged when the PVC passed through. As a result, a new gate valve will have to be ordered and installed.

Streets

- The Street Crew has been busy throughout the month replacing and straightening street signs. A number of signs had been installed at the incorrect height so the crew has been addressing these issues.
- Assisted with reading meters and continued training new personnel to take over this task.

Monthly Water Loss 2017

[illegible]

Equipment Usage and Repairs

February 2017

Equipment No.	Description	February 1 Miles/Hours	March 1 Miles/Hours	Monthly Usage	Service and Repairs	YTD Repair Cost
1	2013 Ford F-150	34,286	34,853	567	\$ -	\$ -
2	2004 Chevy 1 Ton Dump	106,289	106,924	635	\$ 83.41	\$ 89.92
3	2003 Chevy 1 Ton Utility - Sewer	132,900	133,872	972	\$ 84.40	\$ 94.38
4	1998 Dodge 1/2 Ton FB	124,832	125,162	330	\$ -	\$ -
5	2001 Chevy 1500	85,472	86,543	1,071	\$ -	\$ -
6	2000 Chevy 3/4 Ton FB	135,896	136,311	415	\$ -	\$ 33.57
7	1993 Ford 1 Ton Utility - Water	85,063	86,005	942	\$ -	\$ -
8	2002 Dodge Dakota	117,185	117,600	415	\$ -	\$ -
	2005 International 3200 Dump	17,448	17,556	108	\$ -	\$ -
	Water Van	252	252	-	\$ -	\$ -
	1998 Chevy S-10	153,443	153,519	76	\$ 3.89	\$ 3.89
	Case Backhoe	1,437	1,449	12	\$ -	\$ -
	60XT Case Skid Steer	1,304	1,307	3	\$ 39.48	\$ 39.48
	Case Boom Mower			-	\$ -	\$ -
	Intl. Tractor			-	\$ -	\$ -
					\$ 211.18	\$ 261.24



Willard Police Department
February 2017 - Monthly Statistical Report



Administration	Officer	Case #'s
Tom McClain, Chief	1601	4
Shannon Shipley, Lt.	1602	4
	Total	8

Squad #1	1603	Robert Bell, Cpl. / FTO	43	Squad #2	1604	Steve Purdy, Cpl. Investigator	5
	1607	Joe Duran, Officer	89		1605	Peebles, Officer	39
	1608	Andrew Stone, Officer	56		1606	Aaron Roberts, Officer	66
	1610	Scott Rowe, Officer	90		1609	Dakota Radford, Officer	42
	Total		278		Total		152

Reserves	Officer	Officer Names	Case #'s	Hours
	1630	Clint Heimbach, SRO	3	
	1631	Wyatt Sharp, SRO	1	
	1641	Brian Gordon, Reserve		
	1642	JD Landon, Reserve		15.5
	1645	Brian Hinkle, Reserve		
	1646	Andrew Hunt, Reserve		
		Glenn Cozzens, Reserve, Trainer		16.75
	Total		4	32.25
Total Incidents for the month...			434	

Incident Statistics

Felony	7	HBO (Handled by Officers)	348
Misdemeanor	15	Use of Force	0
Infraction	208	Use of Force with Injuries	0
Other (Services)	214	LPR Initiated	0

Vehicle Maintenance

Vehicle	Odometer Reading	Monthly Mileage	Shifts Used	Miles per Shift	Month to Date Maintenance	Year to Date Maintenance
WPD-01 2009	141,078	988	20	49	\$34.95	\$34.95
WPD-02 2013	62,483	707	15	47	\$410.10	\$410.10
WPD-03 2013	77,451	2,258	34	66	\$0.0	\$34.95
WPD-04 2013	71,937	1,177	25	47	\$0.0	\$414.98
WPD-05 2008	166,899	101	5	20	\$0.0	\$519.38
WPD-06 2013	72,454	2,403	32	75	\$0.0	\$34.95
WPD-08 M	5,034	0	0	0	\$0.0	\$0.00

Vehicle Maintenance Details

WPD-01: \$34.95 (Oil Change)	WPD-04:
WPD-02: \$410.10 (Water pump, thermostat, anti-freeze)	WPD-05:
WPD-03:	WPD-06:

- Police Officer Standards Training (POST) approved 16 hour Police Pistol Training was conducted on Feb 15 & 16 at our newly completed range. The first half of our staff completed in Feb. The second half of the staff will complete in March.

**Planning and Development Report
March 13th, 2017**

Robertson Subdivision- The developer will be starting construction on the sanitary sewer and storm water improvements in early April.

Fox River Subdivision Phase 2 - Staff has received construction drawings, both architectural and for the public improvements and are currently reviewing those. We are currently discussing the arrangement of a developer agreement and upon review/approval from City Attorney Reynolds will be recommending authorization for the Mayor to enter in that agreement. Staff is also reviewing easement documents for placement of the Public Improvements.

North Brooke Apartments – Staff has completed a final review of the plans for a twelve (12) unit apartment that will be located adjacent to 933 Megan. We are currently holding the building permit application until further notice from the owner.

Staff has issued four (4) duplex permits to D-4 Investments. This will complete the build out in the Walnut Lane Subdivision. Construction should begin in approx. two weeks.

Waste Water Facility Master Plan- Staff has received written notice from DNR that our application for the Meadows SCEAP Grant has been denied due to the requirement that requires a two year period in between awards. We are continuing pursuing other grant options for funding future projects.

Waste water Engineering – White River Engineering and Great River & Associates have been put on hold pending further direction from the BOA.

The Planning Department assistant has provided approximately 55 hrs. support to the court department this month.

Staff is assisting the Parks Department with inspections for the new concessions building.

Staff assisted Public Works with review of the Request for Qualifications for the Miller Road widening project for engineering and design. Public Works will be making a recommendation on the selection.

If you have any questions or concerns about my report feel free to contact me at City Hall.

Randy Brown
Director of Development

CITY OF WILLARD, MISSOURI

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



AGENDA ITEM # 6

Discussion/Vote to approve a new Empire Electric Streetlight.

a. 513 Watson.

From Jen:

This is a new light that was requested by an employee of Bristol Manor. There is no streetlight on Watson in this section. I spoke with Rick Wingender and he stated there was a pole already in place at 513, so it would be cheapest to just put a light on the pole already there. Otherwise, if we put one in front of Bristol Manor, we be paying to run the line, put the new pole in, the light, etc. She stated that she and the neighbors on that street (including 513 address) just wanted a light in that area, so this would do that.

THE EMPIRE DISTRICT ELECTRIC COMPANY***Request for Change in Street Lighting Service***

Missouri and Arkansas

Pursuant to a Resolution adopted by the governing body of the **City of Willard, Mo.** hereinafter called CITY, TOWN, OR VILLAGE, on the 7th day of March, 2017 THE EMPIRE DISTRICT ELECTRIC COMPANY, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	513 S WATSON UFLID 714629	16,000L 150W HPS Cobrahead	1	\$104.43		\$317.82	
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$104.43	\$0.00	\$317.82	\$0.00
A Annual Energy Charge for this Request (Install minus Remove)				\$104.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$317.82	

The CITY agrees that the AGREEMENT shall be amended as follows

C	Total Facility Usage Charge for this Request (Total Line B)	\$317.82
D	Annual Facility Usage Charge to Customer for this Request (Total Line C X 9%)	\$28.60
E	Annual Energy Charge for this Request (Total Line A)	\$104.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$133.03
G	Monthly Increase/Decrease to be Paid by Customer for this Request (Total Line F divided by 12 months)	\$11.09

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed.

Executed at _____ this _____ day of _____

(SEAL)

ATTEST:

By _____

CLERK

MAYOR OR BOARD CHAIRMAN

ACCEPTANCE

THE EMPIRE DISTRICT ELECTRIC COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

MERCURY VAPOR LIGHTS	HIGH PRESSURE SODIUM LIGHTS	METAL HALIDE LIGHTS
4,000L-Incand	6,000L - 70W	12,000L - 175W
7,000L - 175W	16,000L - 150W	20,500L - 250W
11,000L - 250W	27,500L - 250W	36,000L - 400W
20,000L - 400W	50,000L - 400W	110,000L - 1,000W
53,000L - 1,000W	130,000L - 1,000W	

Empire Representative Completing Contract

Rick Wingender

EDE USE WO# 753704
CURRENT INVESTMENT CHARGE

PROJECT # 1002456
ANNUAL FACILITY USAGE CHARGE

COMPLETED
ACCUMULATIVE INVESTMENT CHARGE

THE EMPIRE DISTRICT ELECTRIC COMPANY

Executed at Joplin, Mo this _____ day of _____ By _____
(VICE PRESIDENT)

CITY OF WILLARD, MISSOURI

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



AGENDA ITEM # 8

Ordinance adopting the General Code updates for 2017. (1st and 2nd Read) Discussion/Vote.

From Jen:

This is the Ordinance that is done every year to adopt the 2017 General Codes. We have to do this at the start of each year, and General Code sends us the adopting ordinance.

2017 ADOPTING ORDINANCE

BILL NO. 17-09

ORDINANCE NO. 170313A

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE OF ORDINANCES OF THE CITY OF WILLARD; ESTABLISHING THE SAME; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN, EXCEPT AS HEREIN EXPRESSLY PROVIDED; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE OF ORDINANCES; PROVIDING PENALTY FOR THE VIOLATION THEREOF; AND PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE.

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

Section 1. That pursuant to Section 71.943 of the Revised Statutes of Missouri, the codification of ordinances, as set out in Titles I through VII, each inclusive, of the "Code of Ordinances of the City of Willard" is hereby adopted and enacted as the "Code of Ordinances of the City of Willard"; which shall supersede all other general and permanent ordinances of the City passed on or before December 12, 2016, to the extent provided in Section 3 hereof.

Section 2. That all provisions of such Code shall be in full force and effect from and after the effective date of this ordinance as set forth herein.

Section 3. That all ordinances of a general and permanent nature of the City adopted on final passage on or before December 12, 2016, and not included in such Code or recognized and continued in force by reference therein, are hereby repealed from and after the effective date of this ordinance, except those which may be specifically excepted by separate ordinance, and except the following which are hereby continued in full force and effect, unless specifically repealed by separate ordinance:

- a. Ordinances promising or guaranteeing the payment of money for the City, or authorizing the issuance of any bonds or notes of the City or any other evidence of the City's indebtedness, or authorizing any contract or obligation assumed by the City;
- b. Ordinances levying taxes or making special assessments;
- c. Ordinances appropriating funds or establishing salaries and compensation, and providing for expenses;
- d. Ordinances granting franchises or rights to any person, firm or corporation;
- e. Ordinances relating to the dedication, opening, closing, naming, establishment of grades, improvement, altering, paving, widening or vacating of streets, alleys, sidewalks or public places;
- f. Ordinances authorizing or relating to particular public improvements;
- g. Ordinances respecting the conveyances or acceptance of real property or easements in real property;

ADOPTING ORDINANCE

- h. Ordinances dedicating, accepting or vacating any plat or subdivision in the City or any part thereof, or providing regulations for the same;
- i. Ordinances annexing property to the City;
- j. All zoning and subdivision ordinances not specifically repealed and not included herein;
- k. Ordinances establishing TIF districts or redevelopment districts;
- l. Ordinances relating to traffic schedules (i.e. stop signs, parking limits, etc.);
- m. All ordinances relating to personnel regulations (i.e. pensions, retirement, job descriptions and insurance, etc.);
- n. Ordinances authorizing the establishment of industrial development corporations;
- o. Ordinances establishing tax rates for the City.

That the repeal provided for in this Section shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance which is repealed by this ordinance.

That the repeal provided for in this Section shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any contract or right established or accruing before the effective date of this ordinance, nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to such date.

Section 4. That any and all additions and amendments to such Code when passed in such form as to indicate the intention of the Board of Aldermen to make the same a part thereof shall be deemed to be incorporated in such Code so that reference to the "Code of Ordinances of the City of Willard" shall be understood and intended to include such additions and amendments.

Section 5.

- a. Except as hereinafter provided, whenever in any rule, regulation or order promulgated pursuant to such ordinances of the City, any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in such City ordinance, rule, regulation or order doing of any act is required or the failure to do any act is declared to be unlawful, where no specific penalty is provided therefor, the violation of any such ordinance of the City, or of any rule, regulation or order promulgated pursuant to such City ordinance, shall be punished by a fine of not less than five dollars (\$5.00) and not more than five hundred dollars (\$500.00) or by imprisonment for a period not to exceed ninety (90) days, or by both such fine and imprisonment.
- b. Whenever any provision of the Revised Statutes of Missouri or other Statute of the State limits the authority of the City to punish the violation of any particular provision of these ordinances or rules, regulations or orders promulgated thereto to a fine of less amount than that provided in this Section or imprisonment for a shorter term than that provided in this Section, the violation of such particular provision of these ordinances or rules, regulations or orders shall be punished by the imposition of not more than the maximum fine or imprisonment so authorized, or by both such fine and imprisonment.

ADOPTING ORDINANCE

- c. Whenever any provision of the Revised Statutes of Missouri or other Statute of the State establishes a penalty differing from that provided by this Section for an offense similar to any offense established by these ordinances, rules, regulations or other orders of the City, the violation of such City law, ordinance, rule, regulation or order shall be punished by the fine or imprisonment established for such similar offense by such State law.
- d. Each day any violation of these ordinances, rules, regulations or orders promulgated pursuant thereto shall continue shall constitute a separate offense, unless otherwise provided.
- e. Whenever any act is prohibited by this Code, by an amendment thereof, or by any rule or regulation adopted thereunder, such prohibition shall extend to and include the causing, securing, aiding or abetting of another person to do said act. Whenever any act is prohibited by this Code, an attempt to do the act is likewise prohibited.

Section 6. That in case of the amendment by the Board of Aldermen of any Section of such Code for which a penalty is not provided, the general penalty as provided in Section 5 of this ordinance shall apply to the Section as amended; or in case such amendment contains provisions for which a penalty other than the aforementioned general penalty is provided in another Section in the same Chapter, the penalty so provided in such other Section shall be held to relate to the Section so amended, unless such penalty is specifically repealed therein.

Section 7. That a copy of such Code shall be kept on file in the office of the City Clerk, preserved in looseleaf form or in such other form as the City Clerk may consider most expedient. It shall be the express duty of the City Clerk, or someone authorized by said officer, to insert in their designated places all amendments and all ordinances or resolutions which indicate the intention of the Board of Aldermen to make the same part of such Code when the same have been printed or reprinted in page form and to extract from such Code all provisions which from time to time may be repealed by the Board of Aldermen. This copy of such Code shall be available for all persons desiring to examine the same.

Section 8. That it shall be unlawful for any person to change or alter by additions or deletions any part or portion of such Code, or to insert or delete pages or portions thereof, or to alter or tamper with such Code in any manner whatsoever which will cause the law of the City of Willard to be misrepresented thereby. Any person violating this Section shall be punished as provided in Section 5 of this ordinance.

Section 9. It is hereby declared to be the intention of the Board of Aldermen that the Sections, paragraphs, sentences, clauses and phrases of this ordinance and the Code hereby adopted are severable, and if any phrase, clause, sentence, paragraph or Section of this ordinance or the Code hereby adopted shall be declared unconstitutional or otherwise invalid by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and Sections of this ordinance or the Code hereby adopted.

Section 10. This ordinance and the Code adopted hereby shall become effective _____, 2017.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF WILLARD THIS ____ DAY OF _____ 2017.

APPROVED BY THE MAYOR OF THE CITY OF WILLARD THIS ____ DAY OF _____ 2017.

ADOPTING ORDINANCE

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:

Board Member	Votes		
	Yes	No	Abstained

2nd READ

MEMBERS OF THE BOARD OF ALDERMEN:

Board Member	Votes		
	Yes	No	Abstained

City of Willard
2014 and 2016 Statutory Updates Incorporated During Supplement #21

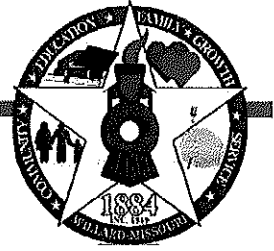
The following sections of the Code have been updated with the 2016 Statutory material and the 2014 Statutory material effective as of January 1, 2017 (but see note at Chapter 210). All revised Sections will be in effect following the City's adoption of the Code.

Section/Subsection of the Code	Description of the Revision Based on State Law Change	Pursuant to RSMo. Section
120.120	Added three definitions, as follows: "mobile video recorder," "mobile video recording" and "non-public location."	610.100
120.130(A)	Rewritten to replace the former two last sentences with Subsections (A)(1), (2) and (3).	610.100
120.130(C)	Revised references to "any person" and "any individual" to include the phrase "legal guardian or parent of such person if he or she is a minor."	610.100
120.130(F)	Added new Subsection (F), regarding mobile video recordings.	610.100
120.140	Updated Statutory references (RSMo.) as follows: Subsection (A): Section 660.250 <u>192.2400</u> Subsection (B): Section 568.080 <u>573.200</u> , 568.090 <u>573.205</u>	Renumbering by SB 491 of 2014
205.010	Retitled to delete "or Abandonment" and made other minor wording changes; and deleted former Subsection (C), regarding animal neglect or animal abandonment as an ordinance violation, and renumbered the subsequent Subsection.	578.009
<i>Note regarding Offenses Chapter 210 revisions by SB 491 of 2014</i>	<i>The revisions to your Offenses Chapter 210 that were included in the replacement Chapter provided by General Code in the Fall of 2016 are <u>not</u> described in this document. Those revisions were to be adopted by separate ordinance as part of an entirely new Chapter.</i>	
210.415	Added new Section, titled "Signal or Direction of Law Enforcement Officer or Firefighter, Duty To Stop, Motor Vehicle Operators and Riders of Animals - Violation, Penalty."	575.145
210.560	Reworded to make minor changes and remove "motor" in front of the word "vehicle" throughout this Section.	577.076
210.840	Reorganized and revised to change the term "crime" to "offense" and to add certain exceptions regarding the use and carrying of weapons readily capable of lethal use.	571.030

Section/Subsection of the Code	Description of the Revision Based on State Law Change	Pursuant to RSMo. Section
310.060(B)	Added the following underlined phrase: “Upon approaching a stationary vehicle ... <u>or a stationary vehicle owned by a contractor or subcontractor performing work for the Department of Transportation</u> displaying lighted amber or amber and white lights,”	304.022
310.070	Revised the wording in what is now Subsection (A) and added Subsections (B) and (C), regarding the State Highway and Transportation Commission’s, a contractor’s or subcontractor’s vehicles.	307.175
310.110	Added “vessel” in addition to “vehicle” as related to accidents and added the footnote regarding a felony offense.	577.060
342.010	Added the definition of “intoxication-related traffic offense” and made minor wording revisions to the other definitions.	577.001
342.020	Revised as indicated: “A person commits the offense of driving while intoxicated if he or she operates a motor vehicle while in an intoxicated or drugged condition.”	577.010
342.030	Revised to include driving a commercial motor vehicle with excessive blood alcohol content.	577.012
342.040	Rewritten to include boats and aircraft, to update statutory references and to make wording changes regarding the elements of this offense.	577.020
342.050	Rewritten to include additional language in this offense and to make minor wording changes.	577.017
380.140(A)	Made minor wording changes in the first two sentences.	303.025

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 White River Engineering for the Sewer Project. (2nd Read). Discussion/Vote.

Sponsored by the Director of Development and Director of Public Works.

Agenda Item Staff Report and Back-up

Title of Item: To Approve the proposed "Agreement for Engineering Services" with White River Engineering.

Initiated by: City Administrator

1. Description and Objective of item: White River was previously selected from submissions of proposals to be the Engineering Firm for the major sewer rehabilitation project following the Olson Contract for sewer service. Continuous discussion since the selection has reached a point where staff and Engineer now agree as to a scope of work for this engineering service agreement. Thus, this "Agreement" is presented to the Board of Aldermen for approval and execution.
2. Previous Board Action: Yes, to select White River.
3. Options: The scope of work is the critical component. And it is precisely this component which has occupied staff for the months since original selection; and the scope of work as presented here is specifically approved by staff.
4. Financial impact; Source of funds: Approximately \$240,000 in total, but best estimates are that this total will occur across two budget cycles. These are funds which should come through the Sewer Budget, Capital Improvement line item(s). City Administrator suggests as much as \$180,000 may be needed during FY '17. This amount would need an official budget augmentation approximately in July; there are currently budgeted up to \$78,000 in this category.
5. Staff analysis / recommendations: Very concentrated staff effort with these engineers, while simultaneously negotiating with Springfield, has allowed this agreement language and amounts to be finalized by the Board. **City Administrator, in recognition of the labor already spent by staff of Public Works and Planning/Development, herewith recommends the approval of this agreement with White River and requests the Board to authorize its execution.**

First Reading: 02-27-2017

Second Reading: _____

Council Bill No: 17-08

Ordinance No: 170227

AN ORDINANCE

accepting the agreement made between the City of Willard, Missouri, hereinafter referred to as Owner, and White River Engineering, Inc., hereinafter referred to as Engineer.

WHEREAS the Owner intends to construct sewer improvements for the City of Willard Sewer System; and,

Whereas, the Engineer agrees to perform the various professional engineering services required for the design and construction of said improvements.

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

Section 1: That the Mayor, on behalf of the City of Willard, Missouri is hereby authorized to accept the agreement between the City of Willard and White 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 (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
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_____ JAMIE BUCKLEY	_____	_____	_____
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_____ SAMUEL SNIDER	_____	_____	_____
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_____ DONNA STEWART	_____	_____	_____
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_____ LARRY WHITMAN	_____	_____	_____
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_____ SAM BAIRD	_____	_____	_____
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_____ DAVID ROGGENSEES	_____	_____	_____
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AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT, made this ____ day of _____, 2017, by and between the **City of Willard, Missouri**, hereinafter referred to as **Owner**, and **White River Engineering, Inc.**, hereinafter referred to as **Engineer**.

WHEREAS, the Owner intends to construct certain sewage lift station and force main improvements intended to enhance operation and increase capacity of the existing Regional Lift Station and Lift Station D, and provide for future growth of the City of Willard;

WHEREAS, the Engineer agrees to perform the various professional engineering services required for the design and construction of said improvements;

NOW THEREFORE, for and in consideration of certain amounts hereinafter specified to be paid to the Engineer by the Owner, the Engineer agrees to perform all of the engineering work as hereinafter described.

PROPOSED IMPROVEMENTS

Previously Authorized Sanitary Sewer Service Area Analysis: The Owner's representatives requested the following services to provide City Council with visual aids to make informed decisions with respect to defining the City's future sanitary service area and related improvements to be implemented under this project:

- Prepare sanitary sewer drainage basin map delineating drainage basins, existing sewers, lift stations, and force mains within the Willard Proper and Meadows service areas, and potential future sewer service area drainage basins and lift station locations.
- Prepare separate sanitary sewer basin land use map depicting current and projected land use and zoning classifications.

Base Project: Based on the Owner's assessment of the Sanitary Sewer Service Area Analysis, recommendations presented in the Wastewater Master Facilities Plan prepared by Olsson Associates dated August 31, 2016, and subsequent direction from the Owner's representatives, the proposed improvements to be implemented under this project include the following:

- Construct new wastewater lift station, referred to as 94 Lift Station, in the vicinity of Conco Quarries and Farm Road 94 to convey wastewater flows from City of Willard to the City of Springfield's sanitary sewer system.
- Construct a new force main paralleling the existing Frisco Highline Trail and tying back into the existing 10-inch Regional Force Main on the west side of Hwy 160 to convey wastewater flows from the 94 Lift Station to the City of Springfield's sanitary sewer system.
- Construct new gravity sewer parallel to east side of the Frisco Highline Trail in the vicinity of Conco Quarries to receive and convey wastewater flows from existing Regional and D Lift Stations and future 64 Lift Station to new 94 Lift Station.
- Construct new 12-inch force main parallel to existing 10-inch Regional Force Main from existing D Lift Station to new gravity sewer tributary to 94 Lift Station to convey wastewater flows from existing Regional Lift Station.
- Modify yard piping at D Lift Station site to convey wastewater flows through the existing 10-inch force main from D Lift Station to new gravity sewer tributary to 94 Lift Station.
- Construct flow equalization basin at 94 Lift Station site to equalize flows received from existing Regional and D Lift Stations and future 64 Lift Station to provide continuity of lift station operations.
- New 94 Lift Station to be a triplex lift station employing submersible type non-clog sewage pumps installed in a new cast-in-place concrete wet well, and an external valve vault to house isolation valves and check valves for each pump and portable pump connection.
- 94 Lift Station electrical control panel to provide automatic start/stop operation of pumps including alternation of the active pump on each successive pumping cycle, and a wireless telephone dialing alarm system to signal lift station malfunctions.
- Emergency power source for 94 Lift Station consisting of a natural gas powered generator and automatic transfer switch to monitor incoming power source and transfer electrical load between normal and

emergency power sources.

- Masonry construction building to house 94 Lift Station electrical equipment including generator.
- Associated 94 Lift Station site improvements and access road.
- Modifications to Regional and D Lift Stations as required to provide continuity of operation between Regional, D, and 94 Lift Stations.

Alternate Force Main Alignment: If directed and authorized by the Owner, proposed improvements to be implemented may include construction of a new 16-Inch force main to convey flows from the new 94 Lift Station to the City of Springfield Spring Creek Trunk Sewer at Ritter Spring Park.

SCOPE OF SERVICES

Design and Construction Phase: After written authorization to proceed with Design and Construction Phase Engineering Services, Engineer will provide the following Schematic, Preliminary, and Final Design Phase, and Construction Phase Engineering Services:

Schematic Design Phase:

- Meet with Owner's representatives to clarify and fully define the Owner's requirements, expectations, and precise scope of work for the Project.
- Review County Ownership Maps and Tax Assessor Records and prepare list identifying affected property owners.
- Conduct field reconnaissance to determine preliminary force main alignment and lift station site.
- Meet with affected property owners as necessary to allow input on pipeline alignment decisions.
- Prepare preliminary lift station and force main design calculations.
- Determine Impact of constructing the new 94 Lift Station and Force Main on operating conditions for existing Regional and D Lift Station pumps and define any necessary improvements to these existing stations.
- Summarize Schematic Design Phase findings in logical format using appropriate drawings and spreadsheets to present tentative pipeline alignments, basic design data, all of which to be submitted to the City for review and comment. If necessary, a meeting with City representatives will be arranged to discuss the Schematic Design Phase work.

Preliminary Design Phase:

- Perform topographic surveys required for preparation of 94 Lift Station, Gravity Sewer and Force Main construction drawings, and land surveys required for easement descriptions.
- Using topographic and design survey data, develop a computer-generated surface model of the pipeline construction corridor (50' ± wide at a scale of 1"=40' with 1' contours) and create preliminary plan view and ground profile plan sheets depicting property lines including ownership, and important surface features such as buildings, roads, ditches, fences, select trees and shrubs, ponds, creek channel, etc. All plan sheets will be drawn in the AutoCAD 2017 Civil 3D environment.
- Prepare preliminary plan and profile drawings delineating gravity sewer alignment, force main alignment and required easement limits.
- Prepare 94 Lift Station site plan and detailed appurtenances drawings. Lift station to employ submersible type pumps and natural gas powered standby power generator with automatic transfer switch.
- Coordinate with local utility company as necessary for electric service to the 94 Lift Station site.
- Submit preliminary design drawings to the City for review and comment. If necessary, a meeting with City representatives will be arranged to discuss the Preliminary Design Phase work.

Final Design Phase:

- Engage a Land Title Company to perform title search work required for easement acquisition.
- Prepare easement documents. Easement descriptions will be described using bearings and distances from Grid North of the State Plane Coordinate System. The descriptions will be incorporated into standard easement forms acceptable to City's attorney. Sketches of each tract illustrating the easement

location and distinguishing the permanent and temporary easement boundaries will be attached to each easement document. Engineer will be available to meet with property owners as needed during the easement acquisition process to discuss and explain the project. If necessary, easement limits will be delineated by surveying personnel for appraisal purposes.

- Prepare final plan and profile drawings and standard sanitary sewer appurtenances drawings. Final plan and profile drawings will be created following the same procedures outlined in the preliminary design phase. All drawings will conform to industry standards as to scale and content.
- Prepare detailed lift station construction drawings showing the general scope, extent, and character of work to be furnished and performed by Contractor. Drawings will be of sufficient detail indicating lift station layout and elevations to fix and illustrate the size and character of the project and its essentials as to kinds of material, site work, mechanical work, electrical work and other such work as may be necessary. Include sufficient notes on the drawings to specify acceptable equipment and materials of construction.
- Prepare erosion and sediment control plan and related Stormwater Pollution Prevention Plan (SWPPP).
- Prepare any necessary permit applications for the City to submit to regulatory agencies having jurisdiction over the project. It is anticipated that the following permits may be required:
 - 1) Greene County Planning and Zoning (SWPPP & Grading Permit)
 - 2) Missouri Department of Transportation (Permit for Work on State R-O-W)
 - 3) Missouri Department of Natural Resources (Storm Water Discharge/Land Disturbance Permit)
 - 4) Missouri Department of Natural Resources (Construction Permit)
 - 5) Corps of Engineers Section 404 Permit
- Submit all documents to the City for review and comment. Based on the City's review, the documents will be revised accordingly and final documents submitted to the City for project implementation.

Bidding and Construction Phase:

If requested by Owner, Engineer will provide basic engineering services during the bidding and construction phase which may include some or all of the follow tasks:

- Assist Owner with construction bid letting.
- Arrange for distribution of plans and specifications to prospective bidders.
- Prepare and issue any necessary Addenda during the bidding process.
- Attend bid opening.
- Assist Owner in reviewing and analyzing construction bids and make recommendation for contract award.
- Interpret the intent of the plans and specifications where questions may arise.
- Review and approve shop drawings for equipment and materials to be incorporated into the Work.
- Attend pre-construction & progress meetings with Owner's representatives as necessary.
- Make periodic site visits at important construction milestones to insure the Work is proceeding in accordance with the plans and specifications and submit written progress and observation report to Owner summarizing each visit.
- Make final inspection of completed work and provide written certification to Owner and regulatory agencies having jurisdiction.
- Prepare Record Drawings reflecting changes during construction.
- Assist Owner with project close-out.

OWNER'S RESPONSIBILITIES

Owner shall do the following in a timely manner so as not to delay the services of Engineer:

- Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to Engineer's services for this Project.
- Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and ability to

expand, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications.

- Assist Engineer by placing at Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- Conduct flow monitoring at the Regional Lift Station and Lift Stations B & D to better define flow conditions and design capacity for lift stations and pumps.
- Arrange for access to and make all provisions for Engineer to enter upon public property as required for Engineer to perform services under this Agreement.
- Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by Engineer, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Engineer.
- Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- Provide such accounting, Independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Owner may require or Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Owner may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Owner may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.
- Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completions inspections and final payment inspections.
- Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any Contractor.

ENGINEER'S RESPONSIBILITIES

Engineer shall provide all professional and technical personnel required for the performance of the services described under Scope of Services. In this regard, White River Engineering will be utilizing the following outside services:

- Surveying Services: Olsson Associates will be engaged to perform all necessary topographic and land surveys required for the project, and will also prepare and certify any necessary easement documents. It is expected that Mr. Dave Drumm, PLS will be the Project Surveyor. White River Engineering personnel have a long work history with Mr. Drumm.

TIME FOR COMPLETION OF WORK

All work to be performed by the Engineer under this Agreement shall be completed within the following time frame:

- Schematic Design Phase Services will be completed within 90 calendar days following Owner's authorization to proceed.
- Preliminary Design Phase Services will be completed within 120 calendar days following Owner's concurrence with the Schematic Design Phase work.
- Final Design Phase Services will be completed within 60 calendar days following Owner's concurrence with the Preliminary Design Phase work.

Provided, however, that delays beyond the control of the Owner or the Engineer shall be just cause for extension of time for completion.

FEES AND COMPENSATION

Schematic, Preliminary, and Final Design Phase: Engineer will perform required design phase engineering services and bill Owner on the basis of actual time accrued working on the project plus expenses at the following charge rates.

- Richard McMillian, PE - \$90 per hour
- Thomas Hancock, PE - \$75 per hour
- Outside Professional Services - Actual cost plus 10% administration fee
- Printing - Actual cost
- Postage (Above 1st class rates) - Actual cost
- Mileage - Rate Set by IRS & Adjusted Quarterly (Currently \$0.535 per mile)

It is understood and agreed that total compensation for design phase engineering services to implement the proposed improvements included in the *"Base Project"* described herein shall not exceed **\$210,000.00**.

It is further understood and agreed that total compensation for design phase engineering services to implement the *"Base Project"* with *"Alternate Force Main Alignment"* described herein shall not exceed **\$260,000.00**.

Construction Phase: Engineer will perform required bidding and construction phase engineering services and bill Owner on the basis of actual time accrued working on the project plus expenses at the aforementioned charge rates not-to-exceed following amounts.

- *"Base Project"* - **\$23,000.00**
- *"Base Project"* with *"Alternate Force Main Alignment"* - **\$30,000.00**

It is understood and agreed that the above not-to-exceed amounts for bidding and construction phase services is limited to the following number of periodic site visits during construction.

- *"Base Project"* - **Fifteen (15)**
- *"Base Project"* with *"Alternate Force Main Alignment"* - **Twenty (20)**

ADDITIONAL SERVICES

No allowances have been included in this Agreement for Geotechnical Engineering Services. However, it is anticipated that some Geotechnical Engineering work will be required during the final design phase given the karst features prevalent in the project area. Once the preliminary design phase work is complete, the scope of any required Geotechnical Services will be determined and discussed with City personnel/officials and the Scope of Services provided for herein amended accordingly.

GENERAL CONDITIONS

1. PAYMENT TERMS: A/E will submit invoice to CLIENT monthly and/or upon completion of services. Payment is due upon receipt regardless of whether CLIENT has been, or is to be, reimbursed by any other party. CLIENT agrees to pay a service charge of one and one-half percent (1-1/2%) per month on accounts 45 days past due. If requested by CLIENT, LIEN WAIVERS will be provided upon payment. All collection charges will be assessed to CLIENT which CLIENT agrees to pay.

2. INSURANCE: A/E maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. A/E has insurance under public liability and property damage which A/E deems adequate. Certificates of insurance evidencing such coverage will be provided, if requested.

3. STANDARD OF CARE: The only warranty or guarantee made by A/E in connection with the services performed hereunder, is that A/E will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of the profession currently practicing in the same or similar locality. NO OTHER REPRESENTATION, WARRANTY, OR GUARANTEE EXPRESSED OR IMPLIED IS MADE OR INTENDED BY PROPOSAL, SERVICES PERFORMED OR BY FURNISHING ORAL OR WRITTEN REPORTS.

4. RISK ALLOCATION: Due to the very limited benefit A/E will derive from this Project compared to that of other parties involved, including CLIENT, CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW TO LIMIT A/E'S TOTAL LIABILITY TO CLIENT, OR ANY OTHER PARTY USING OR RELYING ON A/E'S WORK, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THE WORK, THE PROJECT, OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF AGREEMENT TO THE GREATER OF THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE SERVICES UNDER THIS AGREEMENT OR A COMBINED TOTAL FOR ALL PARTIES OF \$50,000.00, WHICHEVER IS GREATER.

5. RIGHT-OF-ENTRY: CLIENT will furnish right-of-entry on the property for A/E employees, agents, and subcontractors to perform the service and represents that it has obtained the needed permits and licenses for the Project. A/E will take reasonable precautions to minimize damage to the property caused by its operations, but have not included in the fee the cost of restoration of damage which may result. If CLIENT desires A/E to restore the property to its former condition, A/E will accomplish this and add the cost to the fee.

6. OWNERSHIP OF DOCUMENTS: Unless provided otherwise, all documents including but not limited to drawings, electronic files, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates prepared by A/E as instruments of service pursuant to this Agreement, shall be the sole property of A/E. CLIENT agrees that all documents of any nature furnished to CLIENT or CLIENT's agents or designate, if not paid for, will be returned upon demand and will not be used by CLIENT for any purpose whatsoever. CLIENT further agrees that under no circumstances shall any documents produced by A/E, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of A/E. At the request and expense of CLIENT, A/E will provide CLIENT with copies of documents created in the performance of the Work for a period not exceeding one year following completion of service.

7. DELIVERY OF ELECTRONIC FILES: In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by A/E, CLIENT agrees that all such electronic files are instruments of service of A/E, who shall be deemed the author, and shall retain common law, statutory law and other rights, including copyrights.

CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of A/E. CLIENT further agrees to waive all claims against A/E resulting

in any way from unauthorized changes to or reuse of the electronic files for any other project by anyone other than A/E.

CLIENT and A/E agree that any electronic files furnished by either party shall conform to the specifications agreed upon in the Contract. Any changes to the electronic specifications by either the CLIENT or A/E are subject to preview and acceptance by the other party. Additional services by A/E made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have obligation to correct errors or maintain electronic files. CLIENT is aware that differences may exist between the electronic files and printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by A/E and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless A/E, its officers, directors, employees and sub-consultants (collectively, A/E) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than A/E or from any reuse of the electronic files without the prior written consent of A/E.

Under no circumstances shall delivery of electronic files for use by CLIENT be deemed a sale by A/E and A/E makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall A/E be liable for indirect or consequential damages as a result of CLIENT's use or reuse of the electronic files.

8. SAFETY: Should A/E provide any services at the job site during construction, CLIENT agrees that, in accordance with generally accepted construction practices, the contractor shall be solely responsible for working conditions on the job site, including safety of all persons and property during the performance of the Work, and compliance with OSHA regulations, and these requirements will apply continuously and not limited to normal working hours.

9. LOCATION OF EXISTING MANMADE OBJECTS: It shall be the responsibility of CLIENT or his authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to the Work being performed. CLIENT agrees to indemnify and save harmless A/E from all claims, suits, losses, personal injuries, death and property liability resulting from damages to subsurface structures, owned by CLIENT or third parties, occurring from work performed on the site, whose presence and exact locations were not revealed to A/E in writing, and to reimburse A/E for expenses in connection with any such claims or suits, including reasonable attorneys' fees.

10. SUSPENSION OF SERVICES/TERMINATION: Either party may suspend performance immediately upon becoming aware of a breach of the terms of this Agreement by the other party and provide notice of its intention to terminate. In the event A/E determines there may be a significant risk that A/E's invoices may not be paid on a timely basis, A/E may suspend performance and/or retain any records or other information until CLIENT provides A/E with adequate assurance of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditor, or other similar act of insolvency shall constitute a breach. Termination will become effective fourteen (14) calendar days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied within that time frame.

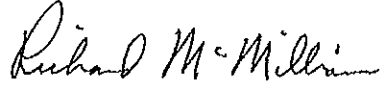
11. GOVERNING LAWS: This Agreement shall be governed in all respects by the laws of the State of Missouri.

ACKNOWLEDGMENTS AND AUTHORIZATION

IN WITNESS WHEREOF, the City of Willard, Missouri, as Owner by Corey Hendrickson, Mayor, and White River Engineering, Inc., as Engineer by Richard McMillan, P.E., President, have caused this Agreement to be signed this ____ day of _____, 2017.

WHITE RIVER ENGINEERING, INC.

By:



Richard McMillan, President

AUTHORIZED AND AGREED TO:

CITY OF WILLARD, MISSOURI

By:

Corey Hendrickson, Mayor

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

Discussion/Vote to accept the bid for Cleaning Supplies.

Sponsored by the Parks Director.

	CURRENT PRICES	NEW PRICES	SAVINGS
PRODUCT			
TOILET PAPER	\$ 53.63 / case	\$ 49.81 / case	-\$ 3.82 / case
PAPER TOWELS	\$ 52.78 / case	\$ 41.75 / case	-\$ 11.03 / case
PAPER LINERS FOR TOILET	\$ 31.16 / case	\$ 17.14 / case	-\$ 14.02 / case
HAND SANITIZER	95.76 / case	\$ 91.79 / case	-\$ 3.97 / case
SHOWER GEL	\$ 15.61 / gal	\$ 13.83 / gal	-\$ 1.78 / gal
HAND SOAP	\$ 14.32 / gal	\$ 10.27 / gal	-\$ 4.05 / gal
WINDOW CLEANER	\$ 2.44 Each	\$ 2.37 / each	-\$ 0.07 / each
INDUSTRIAL STRENGTH HAND CLEANER	Never used before	\$ 64.00 / case	0
HEAVY BLACK TRASH BAGS	\$29.48 / case	\$ 30.43 / case	+ \$ 0.95 / case
CLEAR #3 TRASH BAGS	\$ 22.34 / case	\$ 20.91 / case	-\$ 1.43 / case
QT CLEANER	\$ 21.56 / gal	\$ 18.16 / gal	-\$ 3.40 / gal
TOILET CLEANER	\$ 2.56 / each	\$ 2.24 / gal	-\$ 0.32 / gal
MOP HEADS	\$ 4.18 / each	\$ 3.76 / each	-\$ 0.42 / each
DUST MOP HEADS	\$ 37.82 / each	36" \$ 9.83 60" \$ 24.79	-\$ 13.03 / each
URINAL CAKES / SCREENS	\$ 20.47 / box	\$ 18.44 / box	-\$ 2.03 / box
FLOOR CLEANER	16.29 / gal	\$ 7.29 / gal	-\$ 9.00 / gal

City of Willard
City Clerk

Please find the attached as the bid response from Hillyard, Inc. I have had the privilege of providing these items to the City since June of 2011. In those years, we have worked very hard to find the best products, at a market fair price. As a resident of Willard (722 Colby St), I am happy to see that the City is trying to find the best value for its residents.

I wanted to give you some information on price guarantees. We will provide a 1 year guarantee on all the items that we are bidding. On any subsequent year that we would be the chosen vendor, we would only raise pricing, if our pricing is raised by that manufacturer. Since we are the manufacturer for the hand soap, hand sanitizer, industrial soap, QT Cleaner, floor cleaner, shower gel, and toilet cleaner we will be able to hold those to a very minimum increase (we actually just heard from Corporate that we will not be having an increase in 2017!). We will provide all documentation for those increases from our vendors. Typically trash can liners can go up and down in price several times per year, so we would provide that information as we receive it.

Hillyard is an over 100 year old, Missouri based company. We are family owned and operated, with the 5th generation Hillyard family running the business. We are based in St. Joseph, Mo, and have been since 1907. We are a chemical manufacturer, which means you have direct access to the maker of goods. I have been with Hillyard since 1999, and have served in many areas of the company. Our mission is to be the best value vendor in the industry. We have extensive library of training courses that we offer for free for our valued customers.

Please know that your continued business and loyalty over the past 6+ years has been very appreciated. I sincerely hope that we can continue this relationship for many years to come.

Sincerely,
Jason Iseminger

I also wanted to provide you with details of each product that you are currently buying, and that I am pricing you. I want to give you the correct information, so you can make your decision, based on an "apple to apples" comparison. Below you will find information for each item.

Toilet paper – There are 36 rolls, of 865 sheets per case. This paper fits into a "no-waste" dispenser. You cannot go to the next roll, until the roll you are using is completely used. "Stub-roll" waste can account for up to 20% more usage, due to partial rolls not being used completely before disposal.

Paper towel - There are 6 rolls of 800' per case. This paper fits into a hands-free dispenser. We have 3 different grades of towel, I have quoted the brown.

Paper liners for toilet – There are 250 liners per case

Hand Sanitizer – This is an alcohol based hand sanitizer that is made in St Joseph, Mo at our FDA approved building. There are 4 gallons per case. This is a case price that is quoted.

Shower Gel – Again, this product is being manufactured by Hillyard in Missouri. This is a sport and spa soap. The price is for 1 gallon of product.

Hand Soap - This is a green-seal certified soap that is also being manufactured in Missouri at our plant. The price is for 1 gallon of soap.

Window Cleaner -- This is a 19oz aerosol can of foaming window cleaner.

Industrial Hand Soap – This is another great product made by Hillyard. This is a pumice based, heavy duty hand soap. This is a case price, and each case contains 4 2L cartridges.

Heavy Duty Black Trash Bags – This is a 38x60 2.0 mil bag. The City has purchased this bag for several years. There are 50 liners per case.

Clear trash bags – This is a 24x33 8 micron bag. There are 1000 bags per case

QT Cleaner – This is a hospital grade disinfectant cleaner made by Hillyard. It has a dilution ratio of 1 oz per gallon of water. It has over 60 kill claims, including HIV, Hep B and C, influenza, MRSA, Staph, and many others.

Toilet Cleaner – This is a 14% acidic based cleaner and disinfectant. It has kill claims for HIV and other viruses.

Mop Heads – This is a 24oz cotton mop head

Dust Mop Heads – These are a blue dust mop. I have quoted both 36" and 60", since the City has purchased both sizes from us in the past.

Urinal Cakes / Screens – There are 10 screens per box, and these should last between 30-45 days. The City has purchased the citrus scent in the past.

Floor Cleaner – This is another product made in Missouri. This is a neutral floor cleaner. It has a dilution of 1 oz per gallon of water.

CITY OF WILLARD

INVITATION FOR BID #03-2017GEN

City Clerk
City of Willard
224 W. Jackson, P.O. Box 187
Willard, Missouri 65781

Email: clerk@cityofwillard.org
Telephone Number: 417-742-5302
Fax Number: 417-742-3080
Due Date: 2/17/17

SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE CITY CLERK PRIOR TO **3:30 P.M. ON Friday, February 17, 2017**. Bids will be opened by the buyer at the location listed above.

- Bids must be manually signed by the individual authorized to legally bind the company.
- Bids shall be submitted with the IFB number clearly indicated on the outside of the mailing envelope.
- Bids received after the opening date and time will be rejected.
- The attached Terms and Conditions shall become part of any purchase order resulting from this bid.
- **FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.**

You are invited to submit your bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts.

DESCRIPTION

Cleaning Supplies

See attached General Conditions, Specifications, and Bid Form for detailed information.

DELIVERY: F.O.B. DESTINATION

The articles to be furnished hereunder shall be delivered all transportation charges paid by the bidder to destination.

It is the intent of the City that this Invitation for Bid promotes competitive bidding. It shall be the Vendor's responsibility to advise the City Clerk if any language, requirements, etc. any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation for Bid to a single source. Such notification must be submitted in writing and must be received by the City Clerk not later than three (3) days prior to the bid opening date.

CITY OF WILLARD INSTRUCTION TO BIDDERS

01. Opening Location

The Bids will be opened at the City of Willard, 224 W. Jackson, Willard, MO 65781 in the presence of Purchasing officials at the due date and time indicated on the IFB. All bidders or their representatives are invited to attend the opening of the IFB.

02. IFB Delivery Requirements

Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their Bid delivered to the City Clerk for receipt on or before the due date and time indicated. If a Bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the City Hall Office. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected. Arrangements may be made for their return at the bidder's request and expense. Bids may be mailed to the City Clerk and accepted if the signed bid form and required information was mailed and received prior to the due date and time. Bids sent by email will not be accepted.

03. Sealed and Marked

If sent by mail, one original signed Bid shall be submitted in one sealed package, clearly marked on the outside of the package with the Invitation for Bid number and addressed to:

City of Willard
City Clerk
PO Box 187
Willard, MO 65781

04. Legal Name and Signature

Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page. The signer shall have the authority to bind the company to the submitted Bid. Failure to properly sign the Bid form shall invalidate same, and it shall not be considered for award.

05. Corrections

No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid.

06. Clarification and Addenda

Each bidder shall examine all Invitation for Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Invitation for Bid shall be made through the City Clerk in writing or through email. The City Clerk shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given. It shall be the responsibility of each bidder, prior to submitting their Bid, to contact the City Clerk at phone number 417-742-5302, or to check the Purchasing website to determine if addenda were issued and to make such addenda a part of their Bid at: www.cityofwillard.org

07. IFB Expenses

All expenses for making Bids to the City are to be borne by the bidder.

08. Irrevocable Offer

Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 90 days to sell to the City the goods or services set forth in the IFB, until one or more of the Bids have been duly accepted by the City.

09. Responsive and Responsible Bidder

To be responsive, a bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the Invitation for Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible bidder shall mean the bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.

10. Reserved Rights

The City reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.

11. The Right to Audit

The bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the City. The City shall have the right to audit the bidder's records pertaining to the work/product for a period of three (3) years after final payment.

12. Applicable Law

All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.

13. Right to Protest

Appeals and remedies are provided for in the City Procurement Regulations. Protestors shall seek resolution of their complaints initially with the City Clerk. Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

14. Ethical Standards

With respect to this IFB, if any bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such bidder may be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids. A copy of the City's General Ethical Standards is available at the City Clerk.

15. Collusion

By offering a submission to this Invitation for Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties to this IFB whatsoever. Also, the bidder certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this IFB:

- a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.
- b. Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
- c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.
- e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

16. Contract Forms

Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.

17. Liability and Indemnity

- a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
- b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.
- c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

18. IFB Forms, Variances, Alternates

When forms are provided within this document, bids must be submitted on the attached City IFB forms, although additional information may be attached. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance. Otherwise, bidders must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City Purchasing Agent.

19. Bid Form

All blank spaces must be completed with the appropriate response. The bidder must state the price, written in ink, for what is proposed to complete each item of the project. Bidders shall insert the words "no bid" in the space provided for an item for which no Bid is made. The bidder shall submit an executed Bid form, affidavit of compliance with other requested documents.

20. Modifications or Withdrawal of Bid

A modification for a Bid already received will be considered only if the modification is received prior to the time announced for opening of Bids. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.

21. No Bid

If not submitting a Bid, respond by returning the "Statement of No Bid" no later than the stated Bid opening time and date, and explain the reason in the space provided.

22. Errors in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the Bid, the unit price shall govern.

23. Prices Bid

Give both unit price and extended total. Price must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. If a bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified. Payment terms shall be Net 30 if not otherwise specified. Pre-payment terms are not acceptable.

24. Discounts

Any and all discounts except cash discounts for prompt payments must be incorporated as a reduction in the Bid price and not shown separately. The price as shown on the Bid shall be the price used in determining award(s).

25. Descriptive Information

All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended. Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit Bids on items manufactured by other than the manufacturer specified when an "or equal" is stated.

26. Deviations to Specifications and Requirements

When bidding on an "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains. All deviations from the specifications must be noted in detail by the bidder on the Affidavit of Compliance form, at the time of submittal of Bid. The absence of listed deviations at the time of submittal of the Bid will hold the bidder strictly accountable to the specifications as written. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.

27. Samples (if required)

For certain types of procurements, samples may be required. If samples are required, it will be stated in the IFB. The following conditions and requirements apply to all samples submitted.

- a. The samples submitted by bidders on items for which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.
- b. Samples not retained must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.
- c. Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.
- d. All samples packages shall be marked "Sample for City Clerk" and each sample shall bear the name of the bidder, item number, Bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of Bid.

28. Quality Guaranty

If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the City, the bidder shall pick up the product from the City at no expense. Also, the bidder shall refund to the City any money which has been paid for same. The bidder will be responsible for attorney fees in the event the bidder defaults and court action is required.

29. Quality Terms

The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

30. Tax-Exempt

The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12493651.

31. Awards

- a. Unless otherwise stated in the Invitation for Bid, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.

- b. As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none, or a combination thereof; to reject any and all Bids or waive any minor irregularity or technicality in Bids received.
- c. Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the Invitation for Bid and (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.

32. Authorized Product Representation

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.

33. Regulations

It shall be the responsibility of each bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.

34. Termination of Award

Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for good cause when in the best interest of the City.

35. Royalties and Patents

The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.

36. Equal Employment Opportunity Clause

The City of Willard, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that affirmatively ensure that in any contract entered into pursuant to this advertisement that minority businesses will be afforded full opportunity to submit Bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.

37. Bid Tabulation

Bidders may request a copy of the bid tabulation of the Invitation for Bid.

38. Budgetary Constraints

The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

39. Additional Purchases by Other Public Agencies

The bidder by submitting a Bid authorizes other public agencies to "Pluggy-Back" or purchase equipment and services being proposed in this Invitation for Bid unless otherwise noted on the Affidavit of Compliance Form.

40. Order of Precedence

Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.

41. Affidavit for Service Contracts

The Bidder represents, in accordance with RSMO 285.530.2 that they have not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the IFB and agrees to provide an affidavit to the City of Willard affirming that they have not, and will not in connection with the IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.

42. Inspection and Acceptance

No item(s) received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect the item(s). Any item(s) which are discovered to be defective or which do not conform to any warranty of the Seller upon inspection may be returned at the seller's expense for full credit or replacement. If at a later time, the defects were not ascertainable upon the initial inspection may also be returned at the Seller's expense for full credit or replacement. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City may have.

CITY OF WILLARD
INVITATION TO BID # 03-2017GEN
GENERAL TERMS AND CONDITIONS

SUBMITTED BY Hillyard, Inc
Company Name

Pursuant to and in accordance with the above stated Invitation for Bid, the undersigned hereby declares that they have examined the IFB documents and specifications for the item(s) listed below. The undersigned proposes and agrees, if their Bid is accepted to furnish the item(s) submitted below, including delivery to Willard, Missouri in accordance with the delivery schedule indicated below and according to the prices products/services information submitted.

No Alternatives or Substitutions Will Be Considered

PRODUCT	Contract Length		
	1 year	2 year	3 year
PRICE PER BOX	<i>* see attached document for price increase</i>		
TOILET PAPER	\$49.81 /cs		
PAPER TOWELS	\$41.75 /cs		
PAPER LINERS FOR TOILET	\$17.14 /cs		
HAND SANITIZER	\$91.79 /cs		
SHOWER GEL	\$13.83 /gal		
HAND SOAP	\$10.27 /gal		
WINDOW CLEANER	\$2.37 /each		
INDUSTRIAL STRENGTH HAND CLEANER	\$64.00 /cs		
HEAVY BLACK TRASH BAGS 50 GALLON	\$30.43 /cs		
CLEAR #3 TRASH BAGS	\$20.91 /cs		
QT CLEANER	\$18.16 /gal		
TOILET CLEANER	\$2.24 /quart		
MOP HEADS	\$3.76 /each		
DUST MOP HEADS	36" - \$9.83 60" \$24.79		
URINAL CAKES / SCREENS	\$18.44 /box		
FLOOR CLEANER	\$7.29 /gal		

~New dispensers for products will also be needed for City buildings. If a cost is associated for dispensers, please indicate amount below:

<u>PRODUCT</u>	<u>AMOUNT NEEDED</u>	<u>COST EACH</u>
Toilet Paper Dispenser	45	Free
Paper Towel Dispenser	41	Free
Hand Sanitizer Dispenser	7	Free
Hand Soap Dispenser	35	Free
Shower Gel Dispenser	17	Free

DELIVERY: F.O.B. DESTINATION

ACCEPT VISA P-CARD: YES X NO

Prompt Payment Discount % Days, Net Days

AFFIDAVIT OF COMPLIANCE IFB # 03-2017GEN

To be submitted with Vendor's Bid

☒ We DO NOT take
exception to the IFB
Documents/Requirements.

☐ We TAKE exception to
the IFB
Documents/Requirements as
follows: Specific exceptions are
as follows:

Company Name Hillyard

By Jason Iseninger

Authorized Person's Signature

Jason Iseninger - Account Manager

Print or type name and title of signer Company

Address 2850 N Ingram

Springfield, Mo. 65803

Telephone

Number 417-865-1667

Fax Number 417-865-1009

Date 2-16-17

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No.

Addendum No.

Addendum No.

Addendum No.

Addendum No.

Email JIseninger@hillyard.com

Federal Tax ID No. 440522196

CITY OF WILLARD STATEMENT OF "NO BID" IFB # 03-2017GEN

**RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND
DECLINES TO DO SO.**

**WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR IFB #03-2017GEN FOR CLEANING SUPPLIES
FOR THE FOLLOWING REASON(S):**

_____ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER
ONLY (PLEASE EXPLAIN BELOW).

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS:

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE AND TITLE: _____

TELEPHONE NUMBER: _____

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 # 12

Ordinance accepting the agreement with CLJM, LLC d/b/a HM Benefits for Health Information Services. (1st Read) Discussion/Vote.

Sponsored by the Finance Director.

DRAFT

First Reading: 03/13/17

Second Reading: _____

Council Bill No.: 17-11

Ordinance No.: 170313C

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 and;

WHEREAS, the City of Willard, Missouri did seek proposals from qualified firms for the purpose of providing Health Information Services.

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
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_____ JAMIE BUCKLEY	_____	_____	_____
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_____ SAMUEL SNIDER	_____	_____	_____
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_____ DONNA STEWART	_____	_____	_____
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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

DRAFT

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is effective as of ____ day of _____ 20____, and is made by and between the **City of Willard Missouri**, as the plan sponsor ("Covered Entity") and CLJM, LLC d/b/a HM Benefits ("Business Associate") ("Covered Entity" and "Business Associate" are, at times, hereinafter referred to jointly as the "Parties").

WHEREAS, Covered Entity is required to comply with the HIPAA Privacy Rule and the HIPAA Security Rule, as amended by the HITECH Act;

WHEREAS, Business Associate provides certain services to Covered Entity pursuant to the service agreement between the Parties (the "Service Agreement");

WHEREAS, in connection with Business Associate's performance of services for Covered Entity, Business Associate will create, access, maintain, transmit, and/or receive health information related to an Individual that constitutes Protected Health Information within the meaning of the HIPAA Privacy Rule, the HIPAA Security Rule, and the HITECH Act;

WHEREAS, this Agreement is intended to ensure that Business Associate will establish and implement safeguards for such PHI consistent with the HIPAA Privacy Rule, the HIPAA Security Rule, and the HITECH Act, and otherwise comply with all applicable statutory and regulatory requirements;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth below, the adequacy and sufficiency of which hereby are acknowledged, the Parties agree as follows:

I. Definitions

- A. "C.F.R." means the Code of Federal Regulations. A reference to a C.F.R. section means that section as amended from time to time; provided that if future amendments change the designation of a section referred to herein, or transfer a substantive regulatory provision referred to herein to a different section, the section references herein shall be deemed to be amended accordingly.
- B. "Designated Record Set" means a group of records, maintained by or for the Plan that is (i) enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for the Plan, or (ii) used, in whole or in part, by or for the Plan to make decisions about Individuals. For purposes of this definition, the term "record" means any item, collection or grouping of information that includes PHI and is maintained, collected, used or disseminated by or for the Plan
- C. "Discover," with respect to a Security Breach, means knowledge by any member of Business Associate's workforce (as defined in 45 C.F.R. 160.103) — other than the person responsible for the Security Breach — that the Security Breach has occurred.
- D. "HIPAA Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information, codified at 45 C.F.R. Parts 160 and 164, Subparts A and E, as authorized by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as currently enacted or hereinafter amended.

- E. "HIPAA Security Rule" means the Security Standards for Protected Health Information, codified at 45 C.F.R. Parts. 160, 162, and 164, as authorized by HIPAA, as currently enacted or hereinafter amended.
- F. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, codified at 42 U.S.C. §§17931-17953 and the regulations promulgated thereunder in 45 C.F.R. Parts 160 and 164, as currently enacted or hereinafter amended.
- G. "Individual" means a person who is the subject of Covered Entity's protected health information, and shall have the same meaning as the term "Individual" at 45 C.F.R. §160.103, and any amendments thereto. "Individual" shall also include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g)
- H. "Limited Data Set" means PHI that excludes the following direct identifiers of the individual and of relatives, employers, or household members of the individual: (i) names; (ii) postal address information, other than town or city, State, and zip code; (iii) telephone numbers; (iv) fax numbers; (v) electronic mail addresses; (vi) Social Security numbers; (vii) medical record numbers; (viii) health plan beneficiary numbers; (ix) account numbers; (x) certificate/license numbers; (xi) vehicle identifiers and serial numbers, including license plate numbers; (xii) device identifiers and serial numbers; (xiii) web Universal Resource Locators (URLs); (xiv) Internet Protocol (IP) address numbers; (xv) biometric identifiers, including finger and voice prints; and (xvi) full face photographic images and any comparable images.
- I. "Protected Health Information" or "PHI" means any information related to an Individual's past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual; or the past, present, or future payment for the provision of health care to an Individual, which information identifies the Individual or could reasonably be used to identify the Individual.
- J. "Required By Law" means that a mandate contained in law, including a statute, regulation, court order, or subpoena, and that is enforceable in a court of law compels the use or disclosure of PHI.
- K. "Secretary" means the Secretary of the U.S. Department of Health and Human Services and his designees.
- L. "Security Breach" means (i) the unauthorized acquisition, access, use, or disclosure of Covered Entity's unsecured PHI, whether in paper or electronic form; that compromises the security or privacy of PHI; or (ii) the attempted or the successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system containing Covered Entity's PHI. The term does not include (1) disclosure of PHI to an unauthorized person in circumstances where Business Associate has a good faith belief that the person would not reasonably have been able to retain the information; or (2) good faith unintentional access, acquisition, or use of, PHI by a person acting under Business Associate's authority, including but not limited to, its employees, agents or subcontractors in the course of such person's performance of services authorized by the Service Agreement provided that such PHI is not further accessed, acquired, used, or disclosed by any person, or as otherwise defined and applicable at 45 C.F.R. §164.402.

- M. "Unsecured PHI" means all PHI except (1) PHI in electronic form that is encrypted consistent with regulations promulgated by the Secretary, or that has been subject to disposal in a manner that renders the information unusable, unreadable, or indecipherable, or (2) PHI in paper form that has been shredded, burned or otherwise rendered unusable, unreadable, or indecipherable.

II. Business Associate's Use And Disclosure Of PHI

- A. Services Provided. Business Associate agrees to create, use, maintain, receive, transmit and disclose PHI: (1) only to the minimum extent necessary to provide the services described in the Service Agreement; (2) only in a manner that is consistent with the HIPAA Privacy, the HIPAA Security Rules, the HITECH Act, and applicable state law (unless preempted by the HIPAA); and (3) consistent with the "minimum necessary" standard in 45 C.F.R. §164.502(b). Business Associate agrees not to use or further disclose PHI other than as permitted or required by this Agreement or by applicable law.
- B. Proper Management And Administration Of Business Associate.
- (1) Business Associate may use PHI for its own proper management and administration or to carry out its legal responsibilities.
 - (2) Business Associate may disclose PHI for its own proper management and administration, or to carry out its legal responsibilities, if (a) the disclosure is Required By Law, or (b) Business Associate ensures that the person or entity to whom PHI is disclosed under this paragraph will (i) maintain the confidentiality of the information disclosed, (ii) use or further disclose such information only as Required By Law or for the purpose for which it was disclosed to such person, and (iii) immediately notify Business Associate of any compromise of the confidentiality of the information.
- C. Data Aggregation Services Business Associate may use PHI to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- D. De-identification Of PHI. Business Associate may use PHI to de-identify that information in accordance with the HIPAA Privacy Rule. De-identified information is not PHI and is not subject to this Agreement. Business Associate, or a related entity, may use De-identified Information for research, to create comparative databases, to conduct statistical analysis, and to perform other studies. Notwithstanding the foregoing, Business Associate may not de-identify Covered Entity PHI unless the Business Associate obtains the prior written consent of Covered Entity, such de-identification is consistent with the de-identification requirements of the HIPAA Privacy Rules and any use or disclosure of the de-identified information may only be for purposes approved in writing by Covered Entity.
- E. Minimum Necessary. Whenever practicable, Business Associate will limit its use or disclosure of, or requests for, PHI to the Limited Data Set. If such limitation is not practicable, Business Associate will limit its use or disclosure of, or its requests for, PHI to the minimum necessary to accomplish the purpose of such use, disclosure, or request. This provision does not apply to the following: (1) disclosures of PHI to the Individual, (2) uses or disclosures of PHI pursuant to an authorization executed by the Individual or the Individual's personal representative, (3) disclosures of PHI made to the Secretary, (4) uses or disclosures of PHI that are Required by Law, or (5) uses or

disclosures of PHI that are required for compliance with HIPAA or its implementing regulations. In the event that the Secretary issues final regulations defining what constitutes "minimum necessary," the definition of minimum necessary contained in such final regulations shall supersede and replace this provision.

- F. Prohibited Conduct: Except as permitted by the HITECH Act (42 U.S.C. §17935(d)) or pursuant to a HIPAA-compliant authorization obtained by Covered Entity from the Individual, Business Associate will not receive, directly or indirectly, any remuneration in exchange for any of the Individual's PHI. Business Associate will not use any Individual's PHI for marketing or research purposes (as those terms are defined by the HIPAA Privacy Rule) without Covered Entity's prior, written approval and without obtaining all required authorizations from the Individual.
- G. Genetic Information: In accordance with 42 U.S.C. §1320d-9(a)(2), Business Associate will not use or disclose PHI that is "genetic information" (as defined by 42 U.S.C. §300gg-91) for underwriting purposes.

III. Business Associate's Duties Regarding The Exercise Of Individual Rights

- A. Requests By An Individual Directed To Business Associate. Business Associate shall refer to Covered Entity, within three business days of receipt, any request received by Business Associate directly from an Individual for access to PHI, to amend PHI, or for an accounting of disclosures of PHI. Business Associate shall await instructions from Covered Entity before acting upon any request received directly from an Individual.
- B. Individual's Access To PHI. Within ten business days of receiving a request from Covered Entity, Business Associate will make PHI maintained in a Designated Record Set available to, or as directed by, Covered Entity, to enable Covered Entity to comply with 45 C.F.R. §164.524 in connection with an Individual's request for access to PHI. In the event Business Associate maintains an Electronic Health Record (as defined in the HITECH Act) with respect to an individual's PHI, Business Associate will comply, within ten business days, with (1) a request by Covered Entity or the Individual for a copy of such PHI in electronic form, and (2) a clear, conspicuous, and specific request by the Individual to transmit the PHI directly to a third party designated by the Individual. The charge for any such copy shall not exceed Business Associate's labor costs in responding to the requests for the copy.
- C. Amendment Of PHI. Within ten business days of receiving a request from Covered Entity, Business Associate will take all steps necessary to effectuate the amendment of PHI and as otherwise necessary to enable Covered Entity to comply with 45 C.F.R. §164.526 in connection with an Individual's request to amend PHI.
- D. Recording Disclosures Of PHI. For each of Business Associate's disclosures of an Individual's PHI, other than "excepted disclosures" (defined below), Business Associate shall maintain at least the following information:
 - (1) the date of the disclosure;
 - (2) a description of the PHI disclosed;
 - (3) an identification by name and address of the recipient(s) of the PHI;

- (4) an explanation of the purpose for the disclosure.

Business Associate shall be responsible for implementing, at its sole expense, a system for recording the above-stated information for each disclosure and for maintaining that information for six years from the date of the disclosure. "Excepted disclosures" include the following: (1) disclosures for "treatment," "payment," or "health care operations" as those terms are defined in the HIPAA Privacy Rule; (2) incidental disclosures; (3) disclosures to an Individual of PHI about the Individual; (4) disclosures with an Individual's authorization pursuant to 45 C.F.R. §164.508; (5) disclosures for national security and intelligence purposes; and (6) disclosures made more than six years before the date of the request. In the event Business Associate uses or maintains an electronic health record with respect to an Individual's PHI, "excepted disclosures" shall not include disclosures for treatment, payment or health care operations made less than three years before the date of the request for an accounting.

- E. Accountings Of Disclosures Of PHI. Within ten business days of receiving a request from Covered Entity, Business Associate will provide Covered Entity with all information in Business Associate's possession — including, but not necessarily limited to, the information described in paragraph III.D, above — necessary to enable Covered Entity to comply with 45 C.F.R. §164.528 in connection with an Individual's request for an accounting of disclosures of PHI.
- F. Demands To Produce PHI Directed To Business Associate. Business Associate shall (1) immediately notify Covered Entity of any judicial or administrative order, subpoena, civil discovery request or other legal process requiring or requesting that Business Associate produce PHI, and (2) before responding to any such request, permit Covered Entity adequate time to exercise its legal options to prohibit or limit disclosure of PHI.

IV. Business Associate's Duties Regarding Safeguards For PHI

- A. Safeguards. Business Associate shall implement technical, physical, and administrative safeguards for PHI — that are appropriate to Business Associates' size, the complexity of its operations and the nature and scope of its activities — to protect against and/or prevent any use or disclosure of PHI which risks could result in the unauthorized disclosure, use, alteration, destruction or other compromise of PHI. Business Associate represents and warrants that, with respect to electronic PHI, that it will fully comply with the requirements contained in 45 C.F.R. §164.308 (Administrative Safeguards), 45 C.F.R. §164.310 (Physical Safeguards), 45 C.F.R. §164.312 (Technical Safeguards), and 45 C.F.R. §164.316 (Policies and Procedures) of the HIPAA Security Rule.
- B. Business Associate's Agents And Subcontractors. Business Associate will not disclose PHI to any agent or subcontractor except as permitted by this Agreement. In accordance with 45 C.F.R. §164.408~~308~~(b)(2) and 45 C.F.R. §164.502(e)(1)(Hii), Business Associate shall obtain reasonable assurances in writing, by entering into a written agreement, from any agent or subcontractor to whom Business Associate discloses PHI, or who creates, receives, maintains, or transmits PHI on Business Associate's behalf, and such agreement shall require that the agent or subcontractor (i) will comply with the same restrictions and conditions on the use and disclosure of PHI which this Agreement imposes on Business Associate, (ii) will implement reasonable and appropriate safeguards to protect Covered Entity's PHI received from Business Associate, and (iii) will promptly notify Business Associate of any Security Breach involving Covered Entity's

PHI; and (iv) be subject to the same termination rights and obligations as otherwise applied to Business Associate under Section VI below.

- C. Reporting A Security Breach. Business Associate shall report in writing (facsimile or e-mail is acceptable) to Covered Entity, as soon as practicable under the circumstances and no later than five business days after Business Associate becomes aware of any use or disclosure of Covered Entity's PHI not permitted by the terms of this Agreement, including without limitation, any Security Breach, whether involving PHI in electronic or paper form, regardless of whether the Security Breach results from the acts or omissions of Business Associate or its agents or subcontractors. Unless otherwise mandated as part of the HIPAA Security Rule, the written report shall include, at a minimum and subject to the availability of necessary information, the following: (1) a description of the incident; (2) the date the incident occurred; (3) the date the incident was discovered; (4) the identity and last known mailing address of affected Individuals; (5) the affected categories of information for each affected Individual; (6) a description of the steps affected Individuals should take to mitigate the potential harm from the incident; (7) a description of the steps that have been, or will be, taken to mitigate the harm to Individuals; (8) an identification of any law enforcement agency that has been contacted about the incident and contact information for the relevant official; (9) a description of the steps that have been, or will be, taken to prevent a recurrence; and (10) any other relevant information. Business Associate will update the written report periodically as material, new information becomes available.

Except upon request of Covered Entity, Business Associate is not required to report to Covered Entity any unsuccessful interference with Business Associate's information systems that affects Covered Entity's electronic PHI, *provided however*, that Business Associate shall document and maintain records of such unsuccessful incidents so that Business Associate will be able to provide a report in response to Covered Entity's request.

- D. Mitigation Of Damages By Business Associate And Cooperation In Investigation. Business Associate agrees to take any and all actions necessary to promptly mitigate any harmful effect of a Security Breach. Business Associate agrees to cooperate fully with Covered Entity in its investigation of any Security Breach to enable Covered Entity to conduct a risk assessment and determine whether the incident resulted in a Security Breach or a data breach under applicable state law. If it is determined by Covered Entity that the incident resulted in a Security Breach or a data breach under applicable state law, the Business Associate shall fully cooperate with Covered Entity and assist Covered Entity in taking all actions required to comply with the HITECH Act and any applicable state law. If Covered Entity requests in writing that the Business Associate send notification letters to the affected Individuals or any other party regarding such incident as required under the HITECH Act or applicable state law, the Business Associate shall (A) promptly send such notification letters at the Business Associate's sole expense, (B) comply with the HITECH Act and applicable state law with respect to the timing, content and other requirements pertaining to such letters, and (C) obtain Covered Entity's written approval of such letters prior to sending such letters to the affected Individuals or any other party. The Business Associate shall not provide any notification to any party regarding such incident without obtaining prior written consent of Covered Entity. Notwithstanding any provision of the Service Agreement, the Business Associate shall promptly reimburse Covered Entity for all documented costs incurred by Covered Entity in connection with such incident, including, without limitation, the cost of providing

required notifications, legal fees, fees related to credit monitoring services for the affected individuals, as well as for the amount of any monetary fines or penalties imposed on Covered Entity by the Secretary, any State Attorney General, any other governmental authority or a court of law in connection with such incident. The Business Associate shall maintain documentation of such incident as required by the HITECH Act and any applicable state law, including all information that will need to be reported to the Secretary or other governmental authorities in connection with such incident. The provisions of this Section shall survive termination of this Agreement for any reason.

- E. Internal Practices. Business Associate agrees to make its internal practices, books, and records, including, but not limited to, policies and procedures and information relating to the use and disclosure of PHI, available to Covered Entity and/or in response to the Secretary's written request or a subpoena so that Covered Entity and/or the Secretary may evaluate Covered Entity's compliance with the HIPAA Privacy Rule or the HIPAA Security Rule. Such access or production of information shall be made within the time frame established by the Secretary, or any agreed-to extension thereof. Business Associate shall notify Covered Entity of any such request by the Secretary within three business days of receiving the request.

V. Covered Entity's Obligations

- A. Notice Of Privacy Practices. Covered Entity will, upon Business Associate's request, provide Business Associate with the notice of privacy practices ("Notice") applicable to Covered Entity under 45 C.F.R. §164.520 and with any changes to the Notice that may affect Business Associate's use or disclosure of PHI. Business Associate shall act promptly upon notification of such changes to ensure that its uses and disclosures of PHI comply with the Notice and that its own internal policies and procedures comply with the Notice as well.
- B. Notice Of Changes In, Or Revocations Of, Authorizations. Covered Entity shall notify Business Associate of any changes in, or revocation of, an Individual's authorization to use or disclose PHI to the extent the change may affect Business Associate's use or disclosure of PHI. Business Associate shall act promptly upon notification of any such change to ensure that its uses and disclosures of PHI comply with the change.
- C. Notice Of Restrictions. Covered Entity shall notify Business Associate of any restriction upon the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. §164.522 to the extent the restriction may relate to PHI used or disclosed by Business Associate. Business Associate shall act promptly upon notification of any such restriction to ensure that its uses and disclosures of PHI comply with the restriction. If such restriction materially increases Business Associate's costs of providing services under the Service Agreement, Covered Entity shall reimburse Business Associate for such increased costs.
- D. Minimum Necessary: Covered Entity shall provide to Business Associate only the minimum PHI necessary for Business Associate to provide services under the Service Agreement.
- E. Plan Amendments. Covered Entity represents and warrants that: (a) it has amended its plan documents, in accordance with 45 C.F.R. § 164.504(f), or otherwise included the provisions required by that regulation in the plan document so as to allow Covered Entity

to receive PHI; (b) it has, in the case of a plan amendment, received a certification from Plan Sponsor in accordance with 45 C.F.R. § 164.504(f)(2)(ii); (d) it will provide a copy of such certification to Business Associate upon request; and (e) the amendments to the plan document, or the plan document itself, permit Covered Entity to receive PHI. Covered Entity shall ensure that only employees authorized to access PHI under the plan amendment or the plan document will have access to PHI disclosed by Business Associate to Plan Sponsor.

VI. Term and Termination

- A. Term. This Agreement shall become effective on the effective date stated on page 1, above. Unless sooner terminated pursuant to paragraph VI.B below, this Agreement shall remain in effect until the later of (i) termination of the Service Agreement and/or (ii) discontinuance of Business Associate's provision of Services to Covered Entity involving the use, disclosure, or creation of PHI.
- B. Termination. Notwithstanding paragraph VI.A above, this Agreement may be terminated as follows: (1) upon mutual written agreement of the parties; or (2) notwithstanding any contrary provision regarding termination of the Service Agreement contained in the Service Agreement, upon becoming aware of a material breach of this Agreement, the non-breaching party may elect, in its sole and absolute discretion (1) to terminate this Agreement and the Service Agreement immediately, or (2) to provide the breaching party an opportunity to cure the breach within thirty days. If Covered Entity determines the Business Associate materially breached any provision of this Agreement, Covered Entity shall have the right to terminate this Agreement and the Service Agreement, without incurring liability for damages or penalties as a result of the termination of the Service Agreement. For purposes of this Agreement, "material breach" shall include, but is not limited to, the occurrence of any successful Security Breach. If the non-breaching party elects to provide the breaching party with an opportunity to cure and the breaching party fails to do so within thirty days of receiving notice from the non-breaching party, the Service Agreement and this Agreement shall terminate.
- C. Return Of PHI. Within fifteen business days of the termination of this Agreement, Business Associate shall return to Covered Entity, or destroy, all PHI that is in Business Associate's possession which PHI Business Associate created or received pursuant to the Service Agreement and shall retain no copies or back-up records of Covered Entity PHI in any form or medium, unless paragraph VI.D, below, applies.
- D. Business Associate's Retention Of PHI. If Business Associate notifies Covered Entity of the conditions which make return of PHI as required by paragraph VI.C, above, infeasible, Business Associate agrees that, with respect to the PHI for which compliance with paragraph VI.C has been excused, Business Associate will extend the protections of this Agreement to the retained PHI and limit further uses and disclosures of the retained PHI to those purposes which make return or destruction commercially impracticable, for as long as Business Associate maintains such PHI.
- E. Survival. Business Associate's obligations and duties under this Agreement with respect to PHI received or created by Business Associate while performing under the Service Agreement, or on Business Associate's behalf, shall survive the termination of the Service Agreement and of this Agreement and shall continue for as long as that PHI remains in the possession of Business Associate.

VII. Notices/Supplying Information

Except as otherwise stated in this Agreement, any notices or information required, or permitted to be provided, by this Agreement, including any notice concerning a Security Breach, shall be given in writing to the addresses as follows:

If to Covered Entity:

The City of Willard, Mo
224 W. Jackson St. / Willard / MO / 65781
Carolyn Halverson / cfo@cityofwillard.org / (417) 742-5301

If to Business Associate:

CLJM, LLC. d/b/a HM Benefits
8235 Forsyth Blvd.
Suite 1200
Clayton, MO 63105
Attention: Benefits Account Executive
Facsimile: 314-889-3738

Any notice given hereunder shall be deemed effectively given when personally delivered, received by electronic means (including facsimile, PDF or email) or overnight courier or two business days after being deposited in the United States mail, with postage prepaid, certified or registered mail, return receipt requested.

VIII. Miscellaneous

- A. Construction. The Service Agreement and this Agreement shall be interpreted to permit the Parties to comply with HIPAA, the HIPAA Privacy Rule and the HIPAA Security Rule.
- B. Cooperation. Business Associate shall make itself, and any employees, agents, or subcontractors assisting Business Associate in performing its obligations under this Agreement available to Covered Entity as witnesses, or otherwise, in the event civil litigation, administrative proceedings, or criminal prosecution are commenced against Covered Entity, its directors, officers, or employees based upon alleged violations of the HIPAA Privacy Rule, the HIPAA Security Rule, or other laws relating to privacy or security, except where Business Associate, its employees, agents, or subcontractors is an adverse party.
- C. Relationship To Service Agreement. In the event of any inconsistency between the terms of this Agreement and the terms of the Service Agreement, the terms of this Agreement shall control any matter falling within the scope of this Agreement.
- D. ~~Indemnification. Business Associate shall defend and indemnify Covered Entity, its parent and subsidiary corporations, affiliates, officers, directors, employees and agents ("Indemnitees") for any and all claims, inquiries, investigations, costs, reasonable attorneys' fees, monetary penalties, and damages incurred by them arising out of (i) any breach of this Agreement by Business Associate; (ii) any negligent or wrongful acts or omissions of Business Associate or its employees, subcontractors or agents in the~~

~~performance or their obligations under this Agreement, HIPAA, the HIPAA Privacy Rule, the HIPAA Security Rule or the HITECH Act, or (iii) any act, omission or determination made by Business Associate related to any statutory, regulatory or contractual breach notification obligations of Business Associate (including a determination regarding whether a use or disclosure of PHI constitutes a breach).~~

~~Covered Entity shall defend and indemnify Business Associate and its representatives for any and all claims, inquiries, investigations, costs, reasonable attorneys' fees, monetary penalties, and damages incurred by Business Associate and its representatives as a result of any breach of this Agreement by Covered Entity.~~

~~This paragraph VIII.D shall survive the termination of this Agreement.~~

G.D. Modification. This Agreement may only be modified in writing signed by the Parties. The Parties agree to amend this Agreement and/or the Service Agreement from time to time, if Covered Entity, in its reasonable discretion, determines that an amendment is necessary to permit Covered Entity to remain in compliance with HIPAA, the HIPAA Privacy Rule, the HIPAA Security Rule, the HITECH Act, and any other law or regulation affecting the use or disclosure of PHI.

H.E. Waiver. No provision of this Agreement, or any breach thereof, shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall waive or excuse any different or subsequent breach.

I.F. Assignment. Business Associate may not assign this Agreement without the prior written consent of Covered Entity. Covered Entity may assign its rights and obligations under this Agreement upon providing prior written notice of the assignment to Business Associate.

J.G. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA.

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K.H. Severability. Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of the Agreement's remaining provisions.

L.I. No Third-Party Beneficiaries. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

M.J. Governing Law, Jurisdiction And Venue. Any provision of this Agreement not governed by HIPAA or other federal law shall be governed by, and interpreted in accordance with, the laws of the State of Missouri, excluding its conflict of laws provisions. Jurisdiction for any dispute relating to this Agreement shall exclusively rest with the courts in the State of Missouri. Venue shall be proper only in the United States District Court for the Eastern District of Missouri or in the Circuit Court for St. Louis County

N.K. Nature Of Agreement. Nothing in this Agreement shall be construed to create (1) a partnership, joint venture or other joint business relationship between the Parties or any

of their affiliates, or (2) a relationship of employer and employee between the Parties. This Agreement does not express or imply any commitment to purchase or sell goods or services.

O.L. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought.

P.M. Status of the Parties. For purposes of this Agreement, Client and Business Associate are and will act at all times as independent contractors. None of the provisions of this Agreement are intended to create any partnership, agency, employment agreement or joint venture between the parties, or any relationship other than that of independent entities.

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IN WITNESS WHEREOF, and intending to be legally bound, effective as of the date first above written, the Parties have duly executed this Agreement by their signatures below.

COVERED ENTITY
City of Willard, Mo,
on behalf of the Plan

By _____

Name: _____

Title: _____

Dated: _____, 20____

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BUSINESS ASSOCIATE

CLJM, LLC d/b/a HM Benefits

By _____

Name: _____

Title: _____

Dated: _____, 20____