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

MEETING AGENDA AND PACKET

BOARD OF ALDERMEN

Regular Meeting

May 9, 2016

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
May 9, 2016
7:00 P.M.

Posted May 3, 2016

Notice is hereby given that the City of Willard, Missouri, Board of Aldermen will conduct a meeting at **7:00 p.m** May 9, 2016 at Willard City Hall, 224 W. Jackson, Willard, Missouri.

The tentative agenda of this meeting includes:
PLEDGE OF ALLEGIANCE

Call the meeting to order

1. **Roll Call.**

2. **Agenda Amendments/Approval of Agenda.**

3. **Approval of the Minutes from the regular meeting April 11, 2016.**

4. **Citizen Input. (5 minutes each)**

5. **Financial Reports.**
   a. March 2015 Summaries.
   b. March 2015 Financial Statements.
   c. April and May 2016 Outstanding Invoices, Check and Draft Paid Invoices.
   d. March 2015 Check Register.
   e. April 2016 Water Loss Report.
   f. April 2016 Utility Adjustments Report.

6. **Department Head Reports.**
   a. Parks Department.
   b. Public Works.
   c. Police Department.
   d. Planning and Development.

7. **Discussion/Vote on purchase of bounce houses for the Parks Department.**

8. **Ordinance accepting the contract with Monkey Business for the Parks Department. (2nd Read). Discussion/Vote.**

9. **Discussion/Vote on appointing Abigail Wilson as Deputy Court Clerk.**

10. **Discussion/Vote on accepting the contract for Comprehensive Plan Revision.**

11. **New Business.**

12. **Unfinished Business.**

13. **Adjourn Meeting.**

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

Jennifer Rowe
City Clerk

CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
April 11, 2016
7:00 p.m.

Staff present: City Administrator, J. Everett Mitchell; City Clerk, Jennifer Rowe; Community Services Director, J.C. Loveland; Acting Public Works Director, Stacy Winters; Chief Financial Officer, Carolyn Halverson; Chief of Police, Tom McClain; and Director of Development, Randy Brown.

City Attorney Ken Reynolds was present.

Citizens in attendance: JD Landon, Jim Vaughn, Lucille Murray, Mindy Latham, Abigail Wilson, Brooke King, Trevor Hoffman, Cheryl and Steve Bouton, Paul Hood, Michael Barr, Alice Mitchell, Brandon Northcutt and Kate Hendrickson.

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.

Swear/Affirm in Newly Elected Officials.
The City Clerk swore in the new Board of Aldermen members: Alderman Stewart, Alderman Roggensees, Alderman Snider and Alderman Baird.

Roll Call.
The City Clerk conducted the roll call. Alderman Buckley-present, Alderman Snider-present, Alderman Stewart-present, Alderman Whitman-present, Alderman Baird-present, Alderman Roggensees-present and Mayor Hendrickson-present.

Agenda Amendments/Agenda Approval.
The City Administrator requested that a Discussion/Vote to authorize the Mayor to execute an agreement with iTron for ERTs replacement be added as the new agenda number nine (9). Motion was made by Alderman Baird and seconded by Alderman Whitman to accept the agenda with changes. The motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggensees.

Approve the Minutes of the Regular Meeting March 28, 2016.
Motion was made by Alderman Whitman and seconded by Alderman Baird to approve the minutes. The motion carried with a vote of 5-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman and Baird. Alderman Roggensees abstained.

Ceremonial Matters.
Alderman Buckley nominated Alderman Baird to serve as Mayor Pro-Tem. Motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggensees.
Alderman Baird nominated Alderman Buckley to serve on the Planning and Zoning Board. Motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggensees.

Citizen Input.
None.

Financial Reports.

a) Motion was made by Alderman Buckley and seconded by Alderman Snider to accept the Financial Statements. The motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggensees.
b) The Chief Financial Officer and the Acting Director of Public Works informed the Board that there were some requisition issues within the Public Works Department. These are being worked on and there would be an update to the Board at a later date. Motion was made by Alderman Roggensees and seconded by Alderman Buckley to accept the Outstanding Invoices, Paid Invoices, Online Payments and Transfers. The motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggensees.
c) Motion was made by Alderman Buckley and seconded by Alderman Snider to accept the Adjustments Report. The motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggensees.

Department Head Reports.

The Department Heads presented their reports to the Board.
The Chief of Police informed the Board that Officer Trevor Guinn had submitted his resignation and moved on to Christian County. He would be filling that spot after the graduation of Drury Academy in May. He also informed the Board that the graduation of the newest Boxing students would be May 20th at Spar Wars at the Police Department.
The Director of Public Works discussed the issue with the ERTs and some personnel issues that are currently being addressed.

Ordinance accepting the contract with Monkey Business for the Parks Department. (1st Read) Discussion/Vote.

The Community Services Director discussed the contract with the Board and told them that the company does a good job and is one the City uses often. Motion was made by Alderman Roggensees and seconded by Alderman Buckley to accept the contract with Monkey Business. Motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggensees.

Discussion/Vote to authorize the Mayor to execute an agreement with iTron for ERTs Replacement.

The City Administrator informed the Board that the City was dealing with 900 bad ERTs. The company that provided them had agreed to replace all for free, as well as give the City a machine that retails for ten thousand dollars ($10,000) due to the problems. Motion was made by Alderman Roggensees and seconded by Alderman Buckley to authorize the Mayor to execute the agreement with iTron. Motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggensees.

New Business.

Alderman Snider presented information on how to make a City great. He discussed the need to find a way to communicate with people and the importance of keeping the people of your City better informed.

Unfinished Business.

Alderman Baird asked for an update on the trash service. The City Administrator informed the Board that we should have information from Republic Services by April 22, 2016 and he would then bring that back to the Board.
The Director of Development updated the Board on the Meadows west lift station. His desire is to continue plans for the submersible pump as opposed to the other one. He thinks the City could save some money by doing some of the work ourselves instead of contracting it all out. He will be going out for bids in the near future to get an exact quote on the cost to replace it. Alderman Buckley asked about the warranty when we do some of the work ourselves. The City Attorney informed the Board that there is an implied warranty on items that are purchased, so there would be some warranty available.

Adjourn.

Motion was made by Alderman Baird and seconded by Alderman Whitman to adjourn. The motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggensees.

The meeting was adjourned at 9:15 p.m.

_____
Corey Hendrickson, Mayor of Willard

_____
Jennifer Rowe, City Clerk

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AGENDA ITEM # 6

Department Head Reports

a. Parks Department
b. Public Works
c. Police Department
d. Planning and Development

Parks and Recreation - Director's Report – May 9, 2016

Project Report

- **New Programs for 2016**
  - Dive-In Movie Nights @ THE WAC – Planning in Progress
  - Late Summer / Fall Concert in the Park – Planning in Progress
  - Other programs are in the planning stages
- **Indoor Yard Sale**
  - 16 Families = $205
- **2016 Capital Improvements**
  - Jackson Park Pavilion Roof – Project Complete
  - Small Pavilion – Project Complete
  - Baseball Field Repairs – Project Completed
  - Baseball Dugouts – Project Completion Scheduled for Week of May 2nd
  - Baseball Bathrooms – Project Scheduled for Week of May 9th
  - GYM Floor Resurfacing – Scheduled May 11th – 20th
  - Pool Feature – Project Completed
- **Spring Soccer**
  - Resident: 156
  - Non-Resident: 147
  - Late Fees: 17
- **Spring Volleyball**
  - Resident: 34
  - Non-Resident: 37
  - Late Fees: 4
- **Summer Adventure Camp**
  - Enrolment as of April 25 – 41 Kids

Upcoming Programs / Events

- **Summer Staff Training** – May 6
- **Father Daughter Ball:** May 7
- **Youth Baseball / Softball:** May 31
- **Adult Basketball:** Week of June 27
- **Adult Volleyball:** Week of June 27
- **THE WAC Opening Day:** May 21
- **Summer Adventure Camp First Day:** May 23
- **City Wide Yard Sale:** June 4
- **Freedom Fest:** June 25

Other Information

- **Website –** *Visitors From3/27/16 to 4/24/16*
  - www.willardparks.com – 3,228 unique visitors, 11,600 visitors
  - www.willardfreedomfest.com – 1,086 unique visitors, 2,858 visitors
  - www.willardaquatics.com – 1,046 unique visitors, 2,942 visitors
- **Facebook –** *1587 likes as of 4/25/16*
  - https://www.facebook.com/WillardParksAndRec
- **Open Gym –** *Visitors From4/19/16 to 4/25/16*
  - Individual Registrations: 56
  - Individual Sign-In: 75

Public Works Report

Water

- Water meter setter replaced at 404 Howard.
- 700 block of Miller Rd. found leaking water blow-off site. Valve at blow-off turned off.
- Flushed hydrants in the meadows.
- Still cataloging hydrants and valves in the meadows when time allows.
- Three employees signed up for the D1 water license class starting May 11.

Sewer

- Still moving forward with the plans for the lift-station at the meadows.
- Regional lift station malfunctioned on 4/23/16. Crew was assembled and lift station was back on line in 3 hours.
- Started working on smoothing out and re-graveling lift-station drives.
- One employee awaiting results for Wastewater D license test.

Streets

- Tool cage built and building secured.
- Several street signs have been replaced.
- Trying to keep up with mowing.

Willard Public Works Vehicle Maintenance April 2016

2013 Ford F-150 (#1)

*Total Maintenance Cost: $

**YTD Maintenance Cost: $726.70

2004 Chevrolet 3500 Diesel Dump Truck (#2)

*Total Maintenance Cost: $

**YTD Maintenance Cost: $1,103.58

2003 Chevrolet 3500-Sewer (#3)

*Total Maintenance Cost: $

**YTD Maintenance Cost: $410.25

1998 Dodge Ram 1500 Flatbed (#4)

*Total Maintenance Cost: $

**YTD Maintenance Cost: $1,936.86

2001 Chevrolet 1500 (#5)

*Total Maintenance Cost: $

**YTD Maintenance Cost: $1,659.59

2000 Chevrolet 2500 Flatbed (#6)

*Total Maintenance Cost: $

**YTD Maintenance Cost: $19.99

1993 Ford 350-Water (#7)

*Total Maintenance Cost: $

**YTD Maintenance Cost: $810.03

2002 Dodge Dakota (#8)

*Total Maintenance Cost: $

**YTD Maintenance Cost: $530.77

1998 Chevrolet S-10

*Total Maintenance Cost: $

**YTD Maintenance Cost: $260.09

OshKosh Box Truck

*Total Maintenance Cost: $

**YTD Maintenance Cost: $97.77

2006 International Dump Truck

*Total Maintenance Cost: $

**YTD Maintenance Cost: $96.73

2009 Case 580 Super M Backhoe

*Total Maintenance Cost: $

**YTD Maintenance Cost: $41.23

2007 Case Skid Steer

*Total Maintenance Cost: $

**YTD Maintenance Cost: $40.74

2001 John Deere 5220 (Batwing)

*Total Maintenance Cost: $

**YTD Maintenance Cost: $315.27

2010 John Deere 6330 (Boom)

*Total Maintenance Cost: $

**YTD Maintenance Cost: $334.55

1977 Ford 3600 Tractor

*Total Maintenance Cost: $

**YTD Maintenance Cost: $8.93

2009 Case IH JX90

*Total Maintenance Cost: $

**YTD Maintenance Cost: $38.17

2013 John Deere 997 Mower

*Total Maintenance Cost: $

**YTD Maintenance Cost: $289.34

2004 Kubota Mower

*Total Maintenance Cost: $

**YTD Maintenance Cost: $20.26

Grasshopper 928D #1

*Total Maintenance Cost: $

**YTD Maintenance Cost: $22.46

2012 Kubota RTV1100

*Total Maintenance Cost: $

**YTD Maintenance Cost: $

Total Maintenance Cost For All Vehicles: $

YTD Maintenance Cost For All Vehicles: $8,898.58

CURRENT VEHICLE MILEAGE (5/2/16)		
#1	2013 Ford F-150	26,602
#2	2004 Chevrolet 3500 Diesel Dump Truck	
#3	2003 Chevrolet 3500 Diesel Sewer Truck	125,105
#4	1998 Dodge Ram 1500 Flatbed	122,374
#5	2001 Chevrolet 1500	79,913
#6	2000 Chevrolet 2500 Flatbed	
#7	1993 Ford F-350 Water Truck	83,760
#8	2002 Dodge Dakota	113,457
	1998 Chevrolet S-10	

Willard Police Department
Monthly Report
April 2016

Officer	Officer Statistics	Case #'s	Officer	Reserves	Case #'s	Hours
1601	Tom McClain, Chief	6	**1640**	Doug Thomas, Reserve	0	
1602	Shannon Shipley, Lt./Det.	34	**1641**	Brian Gordon,Reserve	3	18
1603	Robert Bell, Cpl (FTO)	17	**1642**	JD Landon, Reserve	0	11
1604	Steve Purdy, Cpl./Investigator	50	**1643**	Davis Hughes,Reserve	0	
1605	Chris Higgins, Officer	59	**1644**			
1606	Aaron Roberts, Officer	73	**1645**	Brian Hinkle, Reserve	0	
1607	Kyle Gramley, Officer	29	**1646**	Andy Hunt, Reserve	1	4.5
1608	Andrew Stone, Officer	43		**TOTAL HRS**		
1609	Danny Wroolie, Officer	70				
1630	Clint Heimbach, SRO	4				
1631	Wyatt Sharp, SRO	1				
	TOTAL	**386**		**TOTAL**	**4**	**33.5**

INCIDENT STATISTICS

Felony	10
Misdemeanor	18
Infraction	150
Other (Services)	220
HBO (Handled By Officers)	297

VEHICLE MAINTENANCE

VEHICLE	ODOMETER READING	MONTHLY MILEAGE	SHIFTS USED	MILES PER SHIFT	MAINTENANCE COST	
					MONTH	YTD
WPD-01 2009 Dodge Charger	133,155	428	10	43	$0.00	$0.00
WPD-02 2013 Dodge Charger	49,753	1,563	35	45	$660.00	$1,794.98
WPD-03 2013 Dodge charger	57,325	2,088	30	70	$685.42	$723.99
WPD-04 2013 Dodge Charger	61,081	612	13	47	$0.00	$692.37
WPD-05 2008 Dodge Charger-	164,145	172	13	13	$808.76	$808.76
WPD-06 2013 Dodge Charger	53,139	1,727	34	51	$34.95	$999.36
WPD-08M 2008 Harley-Davidson Motorcycle	4,942	21	1	21	$0.00	$0.00

VEHICLE MAINTENANCE NOTES:

WPD-02: Alternator Unit & Labor ($660.00)

WPD-03: Brakes, Control Arm, Rotors, Alignment & Labor ($685.42)

WPD-05: Factory recall and module for power train ($808.76)

WPD-06: Oil & rotation ($34.95)

Planning and Development Report
May 9, 2015

Ongoing Projects:

Annexation of Rights of Ways – Staff has received notification from MO DOT that the partially executed petitions are being sent by mail for the two (2) sections of State Highway AB.

Jackson Street Sidewalk Project: Staff is awaiting obligation of funding from the local MODOT and FHWA agencies. As soon as we receive word that the funding has been authorized we will receive notice to proceed to go out for bids.

Glenn's Automotive – Staff has reviewed the architectural and civil drawings for the project and has provided comments to the architect. Staff is waiting on the corrections and verifications. Bids were taken for the building and I have been told they are rebidding and/or negotiating with the bidders.

Green Acres Subdivision –Owner Jack Minnick – The sanitary sewer is currently being installed. Staff has issued a stop work order on the project until proper shoring devices are provided by the contractor. This was a life safety decision based on OSHA regulations.

Robertson Subdivision- Staff received approval from P/Z for the rezoning of seven (7) lots from R-1 to R-2. The large tract proposed to be rezoned from R-1 to R-3 was tabled. The preliminary plat was approved with condition before final plat approval additional flood plain information will be provided.

Security renovation for City Hall – Staff met with the architects and went over questions concerning timeline and construction, and work counter heights. Bids are currently being advertised and will be accepted until 5-27-16.

Meadows West Lift Station Improvements – Plans and specifications are currently being advertised, bids will accepted until 10:00am. on 5-18-16 .

Comprehensive Plan- Staff has received a contract for the Comprehensive Plan revision from Great Rivers and will be asking for approval to accept.

Staff has met with Olsson to discuss the status of the Waste Water Facility Master Plan.

If you have questions concerning my report please contact me at City Hall.

Randy Brown
Director of Development

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AGENDA ITEM # 7

Discussion/Vote on purchase of bounce houses for the Parks Department.

Sponsored by the Community Services Director.

Willard Parks Bounce House Purchase Proposal

Inflatable Expenses

2014: $3,028.00 / **2015:** $2,875.00 / **2016:** $2,880.00

Purchase would pay off in 3 years or less

In the last 3 years the parks has spent $8783.00 on Inflatables.

Purchasing Option

PB & J's is offering the Parks 6 different inflatables and accessories for $9,500.00

- Giant Double Slide
- Obstacle Course
- Toddler Inflatable
- 3 Lane Bungee Run
- Sticky Wall
- Giant Bounce House w/ Slide
- 16 Foot Trailer
- 6 Blowers
- Sand Bags, Stakes and Straps for Each Inflatable
- 16 Foot Trailer: $2,300 Value New
- Generator: $500 Value New

Parks Events

- Easter
- Halloween
- Freedom Fest
- Turkey Trot
- Kids Day Out Programs
- Summer Camp

Rental Revenue

****For price comparison this is what Monkey Business rents each inflatable for****

- Giant Double Slide- They only have a single- $295 for 3 hours
- Obstacle Course- $250 for 3 hours
- Toddler Inflatable- $250 for 3 hours
- 3 Lane Bungee Run- They only have a 2 Lane Bungee Run- $250 for 3 hours
- Sticky Wall- Monkey Business doesn't offer, Monkey Moe's is $295 for 3 hours
- Giant Bounce House w/ Slide-Only have smaller version- $200 for 3 hours

Example: To rent all the inflatables for a 3 hour period would be $1540

Income / Positives

- More inflatable's for all Parks events without more cost
- Pool Parties
- Rental opportunities to Willard residents
- Opportunity for parks to offer onsite party packages
    - GYM / Bounce House Packages

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AGENDA ITEM # 8

Ordinance accepting the contract with Monkey Business for the Parks Department. (2nd Read). Discussion/Vote.

Sponsored by the Community Services Director.

MONKEY BUSINESS EVENTS
2733 East Battlefield #248
Springfield, MO 65804

EQUIPMENT RENTAL/SERVICES AGREEMENT

1. This contract is for the equipment/service(s) listed in section labeled Section A. to be provided by **Mac Entertainment LLC d/b/a Monkey Business Events** ("Provider") to the Customer listed below, pursuant to the terms set forth herein.

2. **Customer**: Name: CITY OF WILLARD – AMANDA SANDELL
   Address: CITY PARK, WILLARD MO

   Phone: 417-742-5380
3. **Event Details**: The terms, location, date, and times of the contract shall be listed in the section labeled Section B.

4. **Cost:** Customer shall pay Provider an amount equaling the total listed in the following section labeled Section C for the equipment/services provided. A payment in full of the costs stated on Section C shall be payable no later than 1 week prior to the Event Date. Customer understands and agrees that there are No refunds if cancelled by Customer.

5. **Condition/Inspection**: Customer agrees to inspect all equipment at the time of delivery and immediately notify Provider of any deficiencies prior to its use so that Provider may inspect. Customer agrees to return all equipment in the same condition as it was provided and will pay for all damage to, theft or other loss of, all equipment.

6. **Warranty/Damages Disclaimer**: Customer agrees all equipment is provided on an "**AS-IS**" basis, and Provider makes no express or implied warranties as to the condition or performance of any equipment or other items provided under this contract. The only warranties applicable are those provided by the manufacturer on the equipment or instruction manual. **ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED. IN NO EVENT SHALL PROVIDER BE RESPONSIBLE FOR CONSEQUENTIAL DAMAGES.**

7. **Risks of Use**: Customer understands that use of the equipment can result in physical injury, paralysis, and death, and property damage. Customer agrees to read and comply with all instructions located on equipment, and comply with the policies/rules attached hereto.

8. **Liability Insurance**: Provider shall carry liability insurance to cover all products and services that Provider staffs. Any product or service not provided by Provider will not be covered by Provider's insurance, and Customer agrees to provide liability insurance coverage of the use of all equipment by Customer and its guests, agents and invitees.

9. **Indemnification**. ~~Customer agrees to indemnify and hold Provider harmless from any and all claims, liabilities, losses, damages, costs, or expenses, including reasonable attorneys' fees and expenses, which arise directly or indirectly from any injury or death to person or property damage resulting from or in connection with the use of the equipment, including but not limited to the manufacture, selection, delivery, possession, use, operation or return of the equipment, except to the extent Provider is operating the equipment and is determined to be negligent by a court of law.~~

10. **No Joint Venture:** Nothing in this contract shall be construed by any party as creating an agency, relationship, partnership, or joint venture.

11. **Merger**: This contract and attachments contain the entire agreement of the parties with respect to the transaction. No modification or addition to its terms shall be valid unless by signed written agreement.

12. **Supervision/Responsibility. The undersigned Customer shall be responsible for the proper usage by, and supervision and safety of, all users of Provider's equipment.**

Execution and Signatures: BY SIGNING BELOW, THE UNDERSIGNED CUSTOMER STATES AND AGREES: I HAVE READ AND UNDERSTAND THE ENTIRE CONTENTS OF THIS AGREEMENT INCLUDING ALL ATTACHMENTS, AND AGREE TO BE BOUND BY THEM, AND FURTHER WARRANT AND REPRESENT THAT I AM EITHER THE CUSTOMER NAMED ABOVE, OR AM AUTHORIZED AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN THIS AGREEMENT ON THEIR BEHALF AS THEIR AGENT. FURTHERMORE, I AGREE THAT I AM ALSO BINDING MYSELF PERSONALLY AS AN ADDITIONAL PARTY TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Dated this 5 day of April 2016
CUSTOMER:

Print: _____

Sign: _____

Accepted by Provider:

MAC Entertainment LLC

By: ANGIE GOFF

Position: MANAGER

Section A

Monkey Business Events will provide:

ITEMIZED EQUIPMENT/SERVICE: FEE: 1550.00

Gumball Bounce House
Farm Yard – Toddler
Adventure Galley
40' Obstacle Course
Club House
Bungee Run Hoop Shoot
*NO ATTENDANT PROVIDED
*NO GENERATORS PROVIDED
*SET UP ON GRASS

TOTAL FEE $ 1550.00

*Customer is responsible for providing an adult attendant for each item listed above, for safety and supervision. No staff will be supplied, unless requested and listed along with each item above.

*Customer is also responsible for electrical outlets to operate each item list above. No generators will be supplied, unless requested and listed above.

Initial: _____

Section B

Agreement Terms

Event Location: CITY OF WILLARD – AMANDA SANDELL
CITY PARK, WILLARD MO

Event Date: 6-25-2016

Event Time: 12:00PM-9:00PM

Terms: $1550.00 **See Section C**

Initial: _____

Section C

Cost
$1550.00

A payment in the amount of $775.00 shall be due upon the signing of this contract, with a final payment of $775.00 due no later than 1 week before event.

**Price includes, Delivery, Set up and Tear down.*

**Once this agreement is signed it will be considered an agreement/contract between equipment/service recipient and the equipment/service provider. Once payment is received your event will be scheduled.*

Initial: _____

POLICIES & RULES:

1. EVENT LOCATION AREA MUST BE FLAT, DRY AND CLEAR OF ROCKS OR ANY OTHER DEBRIS TO ENSURE THE SAFETY OF PARTICIPANTS. A 20-FOOT OVERHEAD CLEARANCE IS NEEDED, AS WELL AS A 5FT OR MORE PERIMETER AROUND THE UNITS. IT IS THE CUSTOMER'S RESPONSIBILITY TO CLEAN AREA PRIOR TO SET UP.

2. THE CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ANY DAMAGE OR LOSS TO EQUIPMENT WHILE AT CUSTOMER'S DESIGNATED LOCATION.

3. THE CUSTOMER IS RESPONSIBLE FOR PROVIDING POWER TO OPERATE BLOWER UNITS AND WATER FOR THE WET UNITS. A GROUNDED 3-PRONG OUTLET CAN BE USED AND MUST BE WITHIN 100' OF THE UNIT. A 100' HOSE CAN BE USED AND MUST BE WITHIN 100' OF THE UNIT.

4. EQUIPMENT MUST BE UNDER ADULT SUPERVISION AT ALL TIMES ENSURING THAT IT IS SAFE AND WITHIN RECOMMENDED MANUFACTURER'S GUIDELINES FOUND ON THE ATTACHED SAFETY SIGN OF EACH UNIT AS TO NUMBERS OF USERS, AGES AND SIZES.

5. SHOES, GLASSES, JEWELRY, BADGES, HAIR BARETTES, AND ANY OTHER OBJECT WHICH MAY CAUSE INJURY AND/OR DAMAGE TO PERSON OR EQUIPMENT MUST BE REMOVED PRIOR TO ENTERING.

6. TO AVOID ANY INJURIES, NO FLIPS, NO SOMERSAULTS, NO WRESTLING, NO ROUGH HOUSING, NO PUSHING, NO COLLIDING, OR ANY FORM OF BODILY CONTACT IS ALLOWED.

7. NO AEROSOLS (SUCH AS "SILLY STRING"-TYPE PRODUCTS), FOOD, DRINK, CANDY, CHEWING GUM OR ANY OTHER STICKY SUBSTANCE IS ALLOWED IN OR AROUND THE EQUIPMENT.

8. ABSOLUTELY NO USER UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR ANY INTOXICATING DRUGS SHOULD USE THE EQUIPMENT.

9. NO SMOKING OR BARBEQUE UNITS WITHIN 15 FEET OF THE EQUIPMENT.

10. DO NOT ALLOW ANYONE TO BOUNCE ON THE FRONT SAFETY STEP OR ANYWHERE ON THE EXTERIOR OF THE EQUIPMENT.

11. DO NOT ALLOW INDIVIDUALS TO CLIMB, HANG, OR SIT ON INFLATABLE WALLS.

12. KEEP EQUIPMENT AWAY FROM SWIMMING POOLS.

13. SUBJECTS OVER THE AGE OF 15 YEARS SHOULD NOT USE THE EQUIPMENT UNLESS THE UNIT IS DESIGNED FOR ADULTS.

Initial: _____

14. DO NOT FASTEN OR TIE ANYTHING TO THE EQUIPMENT. ANY DAMAGE OR EXCESSIVE DEBRIS WILL RESULT IN A REPAIR OR CLEANING CHARGE TO YOU THE CUSTOMER.

15. IN CASE OF INCLEMENT WEATHER, DEFLATE ANY INFLATABLE EQUIPMENT FOR RAIN AND/OR HIGH WINDS. ALLOW THE UNIT TO DRY WHEN RE-INFLATATED AS THE VINYL SURFACE CAN BE EXTREMELY SLIPPERY WHEN WET.

16. TO AVOID NECK, BACK AND OTHER BODILY INJURIES - NO WRESTLING, FLIPS OR ROUGH HOUSING IS PERMITTED IN, ON OR FROM UNITS. PARTICIPANTS SHALL NOT JUMP FROM PLATFORMS ONTO THE SLIDING AREAS, CLIMB THE NETTING OR ROOFS OR BOUNCE AGAINST THE SIDES OR NEAR THE DOORWAY OF THE UNITS.

17. ANYONE WITH HEAD, BACK, NECK OR ANY MUSCULAR-SKELETAL INJURIES OR DISABILITIES, PREGNANT WOMEN AND OTHERS WHO MAY BE SUSCEPTIBLE TO INJURY FROM FALLS BUMPS OR BOUNCING ARE NOT PERMITTED IN THE UNITS AT ANY TIME.

18. DO NOT ALLOW OLDER CHILDREN TO JUMP WITH YOUNGER CHILDREN.

19. IF THE UNITS LOSE POWER OR BEGIN TO DEFLATE DURING OPERATION OR THERE IS ANY REASON TO STOP THE UNITS' USE, THE ADULT SUPERVISOR SHOULD IMMEDIATELY ASSIST PARTICIPANTS WITH SAFE EVACUATION FROM UNITS

20. UNITS MUST BE SECURED TO THE GROUND AT ALL TIMES TO PREVENT TIPPING OR INJURY. AT NO TIME SHOULD THE UNITS BE REMOVED FROM INSTALLED LOCATION.

Initial: _____

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 on appointing Abigail Wilson as Deputy Court Clerk.

Sponsored by the Court Clerk

WILLARD MUNICIPAL COURT

Today's Date: May 3, 2016

For Meeting of May 9, 2016

Requesting the Board of Aldermen and Mayor's consent to make Abigail Wilson a Deputy Court Clerk in addition to Cheryl Bouton. Abby has always shown an interest in court, but the last week of April showed everyone here at City Hall that it would be valuable to have her as a Deputy Court Clerk. Cheryl's mother passed away and she was out of the office and my mother went into the hospital during the same week. As it turned out, I only missed one afternoon, but I asked Abby to help any customers coming in that afternoon and she did a great job.

Although I did have Abby help on emergency status that afternoon, Office of the State Court Administration does not want someone working with court files who is not an officer of the court. Abby has agreed to start at an additional .25 per hour when working with court; otherwise her pay is what she makes now. We will need to obtain a $50,000.00 bond at a cost of $175.00 ~~(I will have this amount tomorrow from Carolyn)~~.

I feel it is always good to have cross-training and Abby is very interested and motivated.

Thank you for your help in this matter.

Linda

Linda Murray
Court Clerk

BOARD OF ALDERMEN REPORT FROM
WILLARD MUNICIPAL COURT

- **MARCH 2016:**

CASES FILED WITH COURT:	102 (1 DWI; 27 Other and 74 Traffic)
CASES DISPOSED:	69 (50 Traffic and 19 Other)
FINES:	$5,476.50
COSTS & FUNDS TO CITY:	$1,801.53
TOTAL FINE & COSTS TO CITY:	$7,278.03

- **APRIL 2016**

CASES FILED WITH COURT:	55 (1 DWI; 28 Other and 26 Traffic)
CASES DISPOSED:	83 (3 DWI; 65 Traffic and 15 Other)
FINES:	$6,566.75
COSTS & FUNDS TO CITY:	$1,814.86
TOTAL FINE & COSTS TO CITY:	$8,381.61

Linda Murray

Linda L Murray, Court Clerk

CC: Board of Aldermen
Mayor
CA
Judge
PA

** "Other" cases are anything other than DWI or Traffic. Let me know of any questions.

BOARD OF ALDERMEN REPORT FROM
WILLARD MUNICIPAL COURT

- **JANUARY 2016:**

CASES FILED WITH COURT:	119 (3 ALCOHOL AND DRUG RELATED – DWI; 18 OTHER; AND 98 TRAFFIC)
CASES DISPOSED:	72 (60 TRAFFIC AND 12 OTHER)
FINES	$5,613.50
COURT COSTS & FUNDS (CITY'S)	$1,595.60
TOTAL FINE & COST TO CITY	$7,209.10

- **FEBRUARY 2016:**

CASES FILED WITH COURT:	59 (2 ALCOHOL AND DRUG RELATED-DWI; 11 OTHER AND 46 TRAFFIC)
CASES DISPOSED:	86 (2 ALCOHOL & DRUG RELEATED, 75 TRAFFIC AND 9 OTHER)
FINES:	$7,049.52
COURT COSTS & FUNDS (CITY'S)	$2,015.58
TOTAL FINE & COSTS TO CITY	$9,065.10

Cc to: Board of Aldermen
Mayor
Judge - e-mailed
PA – e-mailed
CA

Linda Murray

Linda Murray, Court Clerk

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

AGENDA ITEM # 10

Discussion/Vote on accepting the contract for Comprehensive Plan Revision.

Sponsored by the Director of Development

GRE
GREAT RIVER ENGINEERING

April 24, 2016

Randy Brown
Director of Development
City of Willard
224 W Jackson St
Willard, MO, 65781

RE: Professional Consulting Services for the Updating of the Willard City Comprehensive Plan

Dear Mr Brown:

Thank you, for the opportunity to submit our cost proposal for Professional Consulting services for the revisions to the City of Willard Comprehensive Plan.

Great River Engineering has compiled a multi-disciplinary team of professionals specializing in innovative, functional planning and design to address the Comprehensive Plan for your City. The GRE team is located in Springfield and comprised of a unique and highly qualified team of engineers, surveyors, GIS specialists, landscape architects and support staff. We are anxious to get started on the plan and look forward to hearing from you regarding a formal kick-off meeting.

We understand that the City of Willard is not looking for a completely new comprehensive plan but for a limited updated comprehensive plan. This revised comprehensive plan will meet the City's comprehensive plan budget and provide the City with an updated comprehensive plan.

Schedule. The City's goal for completion of the comprehensive plan revision is December 31, 2017. The City's departments will work with GRE to provide new information/data, review and revise their individual sections of the plan. The City's staff and GRE's staff must work together to complete a successful comprehensive plan within the allowed budget.

We have attached our understanding of the project scope and a breakdown of associated tasks behind this cover letter. The following listing represents the major plan components and our *projected cost associated with providing the related services:*

1. Introduction- GRE will review the existing Introduction and make any revisions/updates to the revision text.
2. Community Visioning-GRE will hold two public meetings and develop surveys to acquire information for revisions to the Community Visioning section.
3. GRE will meet with City of Willard staff to review and revise the Goals and Objectives for the comprehensive plan.

2826 S Ingram Mill, Springfield, MO 65804 Phone: 417-886-7171 Fax: 417-886-7591 www.greatrivereng.com

4. Land Use Plan- GRE will work with the City's planning and zoning commission to review the Land Use section of the plan. Public hearings will be held to gather the citizen's input/vision on this section of the plan.
5. Plan Implementation- GRE will work with the City's staff to review and make any revisions to this section of the comprehensive plan.
6. Historic Overview- This section will be reviewed but there should be minimal changes.
7. Socio-Economic Profile- This section will be updated with statistics provided by the OTO, and with MSU students providing confirmation data
8. Environmental Characteristics- This section will be updated with any new information available. Citizen Surveys and public meetings will be conducted to gather citizen input.
9. Community Facilities and Services- GRE will work with the City's staff to revise and update this section of the plan. Citizen Surveys and public meetings will be conducted to gather citizen input.
10. Water system review- This section will review the City's water system for possible expansion needs but does not develop annual budgets for the water system growth. Citizen Surveys and public meetings will be conducted to gather citizen input.
11. Sanitary Sewer system review- The City is having Olsson Engineering perform a wastewater comprehensive plan that will be incorporated in to this comprehensive plan. GRE will review their section of the plan with respect to overall city planning. Citizen Surveys and public meetings will be conducted to gather citizen input.
12. Transportation System- GRE will work with the OTO's staff to develop the transportation system overall plan for the City of Willard. Citizen Surveys and public meetings will be conducted to gather citizen input.
13. Parks and Trails- GRE's staff will work with the City of Willard's park department staff to review and revise the long range park plan. Citizen Surveys and public meetings will be conducted to gather citizen input.
14. References- This section will be revised to reflect the additional information in the new plan.
15. Appendix A- Community surveys. Surveys will be developed for each department within the City and for other topics of interest to be distributed to the citizens with the resulting input compiled in Appendix A.
16. Appendix B, Housing Condition Survey- This section will be revised with the assistance of the City's staff
17. Public meetings- Input from the Citizens of Willard is critical for the revision of the comprehensive plan. To this end several public meetings of differing formats will be conducted to gather citizen input on all areas of the comprehensive plan.

GRE's total projected cost to provide you with the Professional Services requested is **$51,500.00.**

We appreciate the opportunity to work together with you and the City's staff on this important component of the City's future. If you have any questions or comments please feel free to contact us at 886-7171.

Sincerely,

Great River Engineering,Inc.

King Coltrin, P.E.,LEED-AP
Principal

AGREEMENT BETWEEN CLIENT AND CONSULTANT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT between the City of Willard ("Client")

and **Great River Associates, Inc.** ("Consultant").

Project Name: City of Willard Comprehensive Plan Update ("Project")

Client and Consultant agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

Consultant shall provide, or cause to be provided, the services set forth herein and in Exhibit A – "Scope of Services."

ARTICLE 2. CLIENT'S RESPONSIBILITIES

Client shall pay Consultant as set forth in Exhibit B – "Payments to Consultant for Services and Reimbursable Expenses."

Client shall provide Consultant with all criteria and full information as to Client's requirements for the Project.

Client shall furnish to Consultant all Project related information and data as is reasonably required to enable Consultant to complete its Scope of Services.

If the Scope of Services includes Engineering or Surveying services on a specific property (subject property), Client shall furnish to Consultant a copy of a current title commitment. If no current title commitment is available for subject property, Client shall furnish Consultant a complete title search to include, but not limited to, the following items: (1) Deeds of record for subject property and all adjoining properties; (2) any book and pages listed on the deeds; (3) existing easements affecting subject property; (4) Right-of-way deeds affecting subject property; (5) City or County ordinances affecting subject property; (6) previous Minor Subdivisions and/or Administrative Subdivisions affecting subject property; and (7) any relinquishment or vacation documents affecting subject property. Physical copies of the above mentioned documents are required.

Client shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to Consultant pursuant to this Agreement. Consultant may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3. SCHEDULE FOR RENDERING SERVICES

Consultant shall begin rendering services upon the full execution of this Agreement by Client and Consultant and upon Consultant's receipt of any retainer amounts set forth in Exhibit B. Consultant shall complete its obligations with due diligence and in a reasonably timely manner. Any specific periods of time for rendering services or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.

Client shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Consultant's performance of its services. If Client authorizes changes in the scope, extent, or character of the Project, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.

If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services is impaired, or Consultant's services are delayed or suspended, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.

ARTICLE 4. INVOICES AND PAYMENTS

Any retainer amounts specified in Exhibit B will be applied to the final invoice(s) on the Project and will not reduce interest charges on overdue payments.

Consultant shall prepare monthly Invoices in accordance with its standard invoicing practices and the terms of Exhibit B. Invoices are due upon Client's receipt.

Payments received on the Project will be credited first to any interest owed to Consultant and then to principal starting with the oldest invoice.

If Client fails to make any payment due Consultant for services and expenses within 30 days of receipt of Consultant's invoice, then: (1) amounts due Consultant will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and (2) Consultant may suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and other related charges. Client waives any and all claims against Consultant for any such suspension.

Consultant's fees are in no way contingent upon the Client obtaining funding or receiving his fee from another source.

If Client contests an invoice in writing, Client may withhold only that portion so contested, and must pay the undisputed portion.

ARTICLE 5. OPINIONS OF COST

5.1 Opinions of Probable Construction Cost:

The services, if any, of Consultant with respect to Opinions of Probable Construction Cost are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator.

5.2 Opinions of Total Project Costs:

The services, if any, of Consultant with respect to Total Project Costs shall be limited to assisting the Client in collating the various cost categories which comprise Total Project Costs. Consultant assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6. GENERAL CONSIDERATIONS

6.1 Standards of Performance:

The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

Consultant may employ such Sub-Consultants as Consultant deems necessary to assist in the performance or furnishing of the services.

Subject to the standard of care described above, Consultant and its Sub-Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Consultant and Client shall comply with applicable Laws and Regulations and Client-mandated standards that Client has provided to Consultant in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Client's responsibilities or to Consultant's scope of services, times of performance, and compensation.

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain. Client agrees not to make resolution of any dispute with the

Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant signing any such documents.

Consultant shall not at any time supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work for this Project.

Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Consultant's own employees and its Sub-Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications given by Client without consultation and advice of Consultant.

6.2 Design Without Construction Phase Services:

If Consultant's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then: (1) Consultant's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Consultant shall have no design or shop drawing review obligations during construction; (3) Client assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Client waives any claims against the Consultant that may be connected in any way thereto.

6.3 Use of Documents:

All Documents are instruments of service in respect to this Project, and Consultant shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Consultant) whether or not the Project is completed. No One shall rely in any way on any Document unless it is hand signed and sealed or digitally signed and certified by the Consultant or one of its Sub-Consultants.

A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party unless such documents have been digitally signed and certified by the Consultant. Any conclusion or information obtained or derived from electronic files that have not been digitally signed and certified by the Consultant will be at the user's sole risk. If there is a discrepancy between unsigned or uncertified electronic files and the hard copies or digitally signed and certified electronic documents, the hard copies and digitally signed and certified electronic documents shall govern.

Client may make and retain copies of Documents for information and reference in connection with use on the Project by Client. Consultant grants Client a license to use the Documents on the Project, extensions of the Project, and other projects of Client, subject to the following limitations: (1) Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Client or others on extensions of the Project or on any other project without written verification or adaptation by Consultant; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's Sub-Consultants; (3) ~~Client shall indemnify and hold harmless Consultant and Consultant's Sub-Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Consultant~~; (4) such limited license to Client shall not create any rights in third parties.

If Consultant at Client's request verifies or adapts the Documents for extensions of the Project or for any other project, then Client shall compensate Consultant at rates or in an amount to be agreed upon by Client and Consultant.

6.4 Contractor's Insurance:

Client shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of Paragraph 5.04 of the "Standard General Conditions of the Construction Contract," (No. C 700, 2002 Edition) as prepared by the Engineers Joint Contract Documents Committee and to cause Consultant and Consultant's Sub-Consultants to be listed as additional insureds with a waiver of subrogation with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

A Certificate of Insurance with the above provisions shall be obtained and kept by the Client.

The limits of liability for the Contractor's insurance shall meet or exceed the following:

1. Workers' Compensation:	Statutory
2. Employer's Liability –	
a. Each Accident:	$100,000
b. Disease, Policy Limit:	$500,000
c. Disease, Each Employee:	$100,000
3. General Liability –	
a. Each Occurrence (Bodily Injury and Property Damage):	$1,000,000
b. General Aggregate:	$2,000,000
4. Automobile Liability –	
a. Bodily Injury, Each Accident	$1,000,000
b. Property Damage, Each Accident	$1,000,000
or	
a. Combined Single Limit (Bodily Injury and Property Damage), Each Accident:	$1,000,000

6.5 Suspension:

Suspension By Client. Client may suspend the Project upon seven days written notice to Consultant.

Suspension By Consultant.

1. If Consultant's services are substantially delayed through no fault of Consultant, Consultant may, after giving seven days written notice to Client, suspend services under this Agreement.
2. If Consultant's invoices are not paid within 30 days of Client's receipt, Consultant may suspend services under this Agreement until Consultant has been paid in full all accounts due for services and expenses.

6.6 Termination:

Either Consultant or Client may terminate this Agreement upon seven (7) days written notice to the other party. Neither party shall have any liability to the other on account of such termination, except that Consultant will be entitled to invoice Client and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Client shall have the limited right to the use of Documents, at Client's sole risk, subject to the provisions of Article 6, Section 6.3 – "Use of Documents." In the event of termination by Client, Consultant shall be entitled, in addition to invoicing for those items identified above, to invoice Client and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Consultant's Sub-Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.

6.7 Controlling Law:

This Agreement is to be governed, construed and enforced in accordance with the laws of the State of Missouri, without respect to its principles governing conflicts of law. Unless otherwise mandated by law, venue for any litigation arising out of this Agreement or the services rendered to Client by Consultant shall lie exclusively in the Circuit Courts of Greene County, Missouri.

6.8 Successors, Assigns, and Beneficiaries:

Client and Consultant are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant (and to the extent permitted by the following paragraph, the assigns of Client and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

6.9 Dispute Resolution:

Client and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days. If the parties fail to resolve a dispute through these negotiations, then the parties may exercise their rights under law.

In the event it is necessary for Consultant to refer a dispute with Client to an attorney, then in addition to all payments and accrued interest owed under this Agreement, Client shall also be liable for Consultant's reasonable costs, expenses and attorneys' fees incurred therein.

6.10 Indemnification, Allocation of Risks, and Waiver:

1. PERCENTAGE SHARE OF NEGLIGENCE. TO THE FULLEST EXTENT PERMITTED BY LAW, A PARTY'S TOTAL LIABILITY TO THE OTHER PARTY AND ANYONE CLAIMING BY, THROUGH, OR UNDER THE OTHER PARTY FOR ANY COST, LOSS, OR DAMAGES CAUSED IN PART BY THE NEGLIGENCE OF THE PARTY AND IN PART BY THE NEGLIGENCE OF THE OTHER PARTY OR ANY OTHER NEGLIGENT ENTITY OR INDIVIDUAL, SHALL NOT EXCEED THE PERCENTAGE SHARE THAT THE PARTY'S NEGLIGENCE BEARS TO THE TOTAL NEGLIGENCE OF CLIENT, CONSULTANT, AND ALL OTHER NEGLIGENT ENTITIES AND INDIVIDUALS.

2. AGREEMENT NOT TO CLAIM FOR COST OF CERTAIN CHANGE ORDERS. CLIENT RECOGNIZES AND EXPECTS THAT CERTAIN CHANGE ORDERS MAY BE REQUIRED TO BE ISSUED AS THE RESULT IN WHOLE OR PART OF IMPRECISION, INCOMPLETENESS, ERRORS, OMISSIONS, AMBIGUITIES, OR INCONSISTENCIES IN THE DRAWINGS, SPECIFICATIONS, AND OTHER DESIGN DOCUMENTATION FURNISHED BY CONSULTANT OR IN THE OTHER PROFESSIONAL SERVICES PERFORMED OR FURNISHED BY CONSULTANT UNDER THIS AGREEMENT ("COVERED CHANGE ORDERS"). ACCORDINGLY, CLIENT AGREES NOT TO SUE AND OTHERWISE TO MAKE NO CLAIM DIRECTLY OR INDIRECTLY AGAINST CONSULTANT ON THE BASIS OF PROFESSIONAL NEGLIGENCE, BREACH OF CONTRACT, OR OTHERWISE WITH RESPECT TO THE COSTS OF COVERED CHANGE ORDERS ON A SPECIFIC PROJECT UNLESS THE COSTS OF SUCH COVERED CHANGE ORDERS EXCEED 5% OF CONSTRUCTION COST FOR THAT SPECIFIC PROJECT, AND THEN ONLY FOR AN AMOUNT IN EXCESS OF SUCH PERCENTAGE. ANY RESPONSIBILITY OF CONSULTANT FOR THE COSTS OF COVERED CHANGE ORDERS IN EXCESS OF SUCH PERCENTAGE WILL BE DETERMINED ON THE BASIS OF APPLICABLE CONTRACTUAL OBLIGATIONS AND PROFESSIONAL LIABILITY STANDARDS. FOR PURPOSES OF THIS PARAGRAPH, THE COST OF COVERED CHANGE ORDERS WILL NOT INCLUDE ANY COSTS THAT CLIENT WOULD HAVE INCURRED IF THE COVERED CHANGE ORDER WORK HAD BEEN INCLUDED ORIGINALLY WITHOUT ANY IMPRECISION, INCOMPLETENESS, ERROR, OMISSION, AMBIGUITY, OR INCONSISTENCY IN THE CONTRACT DOCUMENTS AND WITHOUT ANY OTHER ERROR OR OMISSION OF CONSULTANT RELATED THERETO. NOTHING IN THIS PROVISION CREATES A PRESUMPTION THAT, OR CHANGES THE PROFESSIONAL LIABILITY STANDARD FOR DETERMINING IF, CONSULTANT IS LIABLE FOR THE COST OF COVERED CHANGE ORDERS IN EXCESS OF THE PERCENTAGE OF CONSTRUCTION COST STATED ABOVE OR FOR ANY OTHER CHANGE ORDER. WHEREVER USED IN THIS PARAGRAPH, THE TERM CONSULTANT INCLUDES CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANT'S SUB-CONSULTANTS. CLIENT FURTHER AGREES NOT TO SUE AND OTHERWISE TO MAKE NO CLAIM DIRECTLY OR INDIRECTLY AGAINST CONSULTANT WITH RESPECT TO ANY COVERED CHANGE ORDER NOT IN EXCESS OF SUCH PERCENTAGE STATED ABOVE, AND CLIENT AGREES TO HOLD CONSULTANT HARMLESS FROM AND AGAINST ANY SUIT OR CLAIM MADE BY THE CONTRACTOR RELATING TO ANY SUCH COVERED CHANGE ORDER.

3. LIMITATION OF REMEDIES. CONSULTANT'S AGGREGATE LIABILITY RESPONSIBILITY TO CLIENT, INCLUDING THAT OF CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, EMPLOYEES, AND SUB-CONSULTANTS, IS LIMITED TO $50,000 OR THE AMOUNT OF CONSULTANT'S FEE UNDER THIS AGREEMENT, WHICHEVER IS LESS. THIS LIMITATION OF REMEDY APPLIES TO ALL LAWSUITS, CLAIMS OR ACTIONS, WHETHER IDENTIFIED AS ARISING IN TORT, CONTRACT OR OTHER LEGAL THEORY RELATED TO CONSULTANT'S SERVICES UNDER THIS AGREEMENT AND ANY CONTINUATION OR EXTENSION OF CONSULTANT'S SERVICES.

   IF CLIENT DESIRES A HIGHER LIMITATION, CONSULTANT MAY AGREE, AT CLIENT'S REQUEST, TO INCREASE THE LIMITATION OF REMEDY AMOUNT TO A GREATER SUM IN EXCHANGE FOR A NEGOTIATED INCREASE IN CONSULTANT'S FEE. ANY ADDITIONAL CHARGE FOR A HIGHER LIMIT IS CONSIDERATION FOR THE GREATER RISK ASSUMED BY CONSULTANT AND IS NOT A CHARGE FOR ADDITIONAL PROFESSIONAL LIABILITY INSURANCE. ANY AGREEMENT TO INCREASE THE LIMITATION OF REMEDY AMOUNT MUST BE MADE IN WRITING AND SIGNED BY BOTH PARTIES IN ADVANCE OF THE EXECUTION OF THIS AGREEMENT.

4. WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT WAIVES ANY AND ALL CLAIMS FOR OR ENTITLEMENT TO SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE PROJECT, AGAINST CONSULTANT AND CONSULTANT'S EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, INSURERS, PARTNERS, AND SUB-CONSULTANTS.

6.11 Miscellaneous Provisions:

1. Notices. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

2. Survival. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

3. Severability. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

4. Waiver. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

5. Accrual of Claims. To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date on which Consultant's services under this Agreement are complete. No suit or action shall be commenced by Client or Consultant against the other, or the other's officers, directors, partners, agents, sub-consultants, or employees, after the expiration of two years from the date on which Consultant's services under this Agreement are complete.

ARTICLE 7. DEFINITIONS

Wherever used in this Agreement (including the Exhibits hereto), terms (including the singular and plural forms) printed with initial capital letters have the following meanings:

Additional Services – The services to be performed for or furnished to Client by Consultant in accordance with Exhibit A, Part 2, of this Agreement.

Basic Services – The services to be performed for or furnished to Client by Consultant in accordance with Exhibit A, Part 1, of this Agreement.

Contractor – An individual or entity with whom Client enters into a construction agreement to perform all or a portion of the Work.

Construction Cost – The cost to Client of those portions of the entire Project designed or specified by Consultant. Construction Cost does not include costs of services of Consultant or other design professionals and consultants, cost of land or rights-of-way, or compensation for damages to properties, or Client's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Client. Construction Cost is one of the items comprising Total Project Costs.

Sub-Consultants – Individuals or entities having a contract with Consultant to furnish services with respect to this Project as Consultant's independent professional associates, sub-consultants, subcontractors, or vendors.

Contract Documents – Documents that establish the rights and obligations of the parties engaged in construction and include the construction agreement between Client and Contractor, addenda (which pertain to the Contract Documents), Contractor's bid (including documentation accompanying the bid and any post bid documentation submitted prior to the notice of award) when attached as an exhibit to the construction agreement, the notice to proceed, the bonds, appropriate certifications, the general conditions, the supplementary conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all written amendments, change orders, work change directives, field orders and Consultant's written interpretations and clarifications issued on or after the effective sate of the construction agreement. Approved shop drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

Documents – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Consultant to Client pursuant to this Agreement.

Drawings – That part of the Contract Documents prepared or approved by Consultant which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

Laws and Regulations; Laws or Regulations – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

Reimbursable Expenses – The expenses incurred directly by Consultant in connection with the performing or furnishing of Basic and Additional Services for the Project.

Resident Project Representative – The authorized representative of Consultant, if any, assigned to assist Consultant at the Site during the Construction Phase. The Resident Project Representative will be Consultant's agent or employee and under Consultant's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Client. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit C.

Specifications – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

Total Project Costs – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Consultant or other design professionals and consultants, together with such other Project-related costs that Client furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Client's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Client.

Work – The entire completed construction or the various separately identifiable parts thereof required to be provided by a Contractor under Contract Documents for a specific Project. Work includes and is the result of a Contractor performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the applicable Contract Documents.

ARTICLE 8. EXHIBITS AND SPECIAL PROVISIONS

Exhibits Included:

Exhibit A, "Scope of Services," consisting of _____ pages.

Exhibit B, "Payments to Consultant for Services and Reimbursable Expenses," consisting of _____ pages.

Exhibit C, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of _____ pages.

Exhibit D, "Special Provisions," consisting of _____ pages.

Designated Representatives: With the execution of this Agreement, Consultant and Client shall designate specific individuals to act as Consultant's and Client's representatives with respect to the services to be performed or furnished by Consultant and responsibilities of Client under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

Effective Date: The Effective Date of this Agreement shall be the date on which this Agreement is fully executed by Client and Consultant. However, Consultant offers this Agreement to Client and if said Agreement is not fully executed by Client within 30 days of Consultant's signature, said offer of Agreement will be null and void.

Guarantee: As additional security to Consultant, and as additional consideration for services rendered by Consultant, the undersigned for the Client agree to personally and faithfully guarantee payment by Client, including interest and all costs of collection incurred by Consultant, including reasonable attorney's fees, regardless of whether formal legal action is instituted in the collection of past due balances. The undersigned waive notice of acceptance of this guarantee, notice of any extension in time of payment, and all other notices to which the undersigned may be entitled by law, including demand against Client and consent to the above agreement subject to this guarantee being assigned without notice to me. Guarantee is not applicable to public agencies.

Total Agreement: This Agreement (consisting of pages 1 to 5 inclusive, together with the exhibits identified above) constitutes the entire agreement between Client and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which shall be the latter of the execution dates shown below.

Client: City of Willard

Required signatures for Client include: All Officers and Directors for Corporations, all members for Limited Liability Companies, and each individual for Individuals.

Date Signed: _____

Signature: _____

Name: _____ Title: _____

Signature: _____

Name: _____ Title: _____

Signature: _____

Name: _____ Title: _____

Signature: _____

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: _____ Title: _____

Phone Number: _____ Fax Number: _____

Consultant: **Great River Associates, Inc.**

Name: King Coltrin Title: Principal

Signature: _____

Date Signed: 4-28-16

Address for giving notices:

2826 S. Ingram Mill Road, Springfield, Missouri 65804

Designated Representative:

Name: _____ Title: _____

Phone Number: _____ Fax Number: _____

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

Unfinished Business

Sponsored by the City Administrator.

ADVERTISEMENT FOR BIDS

The City of Willard is accepting sealed bids to provide trash and recycling service to the City offices. Proposal packets may be obtained at www.cityofwillard.org. Contact Jennifer Rowe, City Clerk, at 417-742-5302 for further information. Proposals will be opened May 16, 2016 at 3:00 p.m. in the council chambers. The proposal will be reviewed to determine the appropriate bidder. A recommendation award will be presented to the Board of Aldermen on May 23, 2016. The City reserves the right to reject any and all bids.

CITY OF WILLARD
INVITATION FOR BID #**042616GN**

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

Clerk's Email: clerk@cityofwillard.org
Telephone Number: 417-742-3033
Fax Number: 417-742-3080
Due Date: May 16, 2016

SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE CITY CLERK PRIOR TO **3:00 P.M. ON Monday, May 16, 2016.** Bids will be opened by the buyer at the location listed above.

- Bids shall be submitted on the forms provided and 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

TRASH AND RECYCLING SERVICE FOR THE CITY OF WILLARD

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, City Clerk, 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 Clerk 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
224 W. Jackson,
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 417-742-3033, or to check the City website to determine if addenda were issued and to make such addenda a part of their Bid at: http://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 Statues, 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
Bids must be submitted on 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 "Piggy-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 FOR BID #042616GN
GENERAL TERMS AND CONDITIONS

1. General

The City of Willard has a requirement for Trash and Recycling Service. The City will need a total of three (3) of the six (6) yard containers, and 4 of the 90/95 gallon buckets. These will be split the following way: Police Department one (1) 90/95 gallon cart, Public Works one (1) six (6) yard container and one (1) 90/95 gallon cart, Rec Center one (1) six (6) yard container, Aquatic Center one (1) six (6) yard container and City Hall two (2) 90/95 gallon carts. The equipment shall be new and manufacturer's standard model in current production; shall comply with all performance specifications; include all standard functions, features and accessories as advertised or otherwise represented by the Bidder and/or manufacturer.

2. Modifications

The scope of work to be done shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. No provision shall be changed or modified without the execution of a formal Change Order, mutually agreed to by the City and the Contractor and processed through the City Clerk.

3. Termination of Contract

A. For Breach: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner Contractor's obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination.

B. For Convenience: The City shall have the right at any time upon 30 days written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work.

In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Contractor shall, at the option of the City become its property. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to termination of the contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.

4. Conflicts

A. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

B. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated.

5. Assignment

The Contractor shall not assign or transfer any interest in this contract (whether by assignment or novation), and shall not substitute any specific individuals and/or personnel qualifications without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

6. Jurisdiction

This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

CITY OF WILLARD
BID FORM – PROPOSAL
IFB #042616GN

SUBMITTED BY_____
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

DELIVERY: F.O.B. DESTINATION
ACCEPT CREDIT CARD: YES _____ NO _____
Prompt Payment Discount _____ % _____ Days, Net _____ Days

AFFIDAVIT OF COMPLIANCE IFB #042616GN
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 _____
By_____ Authorized Person's Signature
_____ Print or type name and title of signer Company
Address_____ _____
_____ Telephone
Number_____ Fax Number_____
Date_____
ADDENDA
Bidder acknowledges receipt of the following addendum:
Addendum No. ___
Addendum No. ___
Addendum No. ___
Addendum No. ___
Addendum No. ___
Email_____
Federal Tax ID No._____
CITY OF WILLARD STATEMENT OF "NO BID" IFB #042616GN

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 # 042616GN** FOR **TRASH AND RECYCLING SERVICE** 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:_____