

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

February 22, 2021

7:00 p.m.

Willard Community Bldg

220 W. Jackson

Mayor

Corey Hendrickson

Board Members

Donna Stewart

Sam Baird

Samuel Snider

Larry Whitman-Mayor Pro-Tem

Landon Hall

Tyler Kelly

www.cityofwillard.org

**CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
February 22, 2021
7:00 P.M.**

Posted February 18, 2021.

Notice is hereby given that the City of Willard, Missouri, Board of Aldermen will conduct a meeting at **7:00 p.m.** February 22, 2021 at the Willard Community Building, 220 W. Jackson.

The tentative agenda of this meeting includes:
PLEDGE OF ALLEGIANCE

Call the meeting to order

- 1. Roll Call.**
- 2. Agenda Amendments/Approval of Agenda.**
- 3. Consent Agenda:**

"A Consent Agenda allows the Board of Aldermen to consider and approve routine items of business without discussion. Any member of the Board of Aldermen, the City Staff or the Public may request removal of any item from the Consent Agenda and request that it be considered under the Regular Agenda if discussion or debate of the item is desired. Items not removed from the Consent Agenda will stand approved upon motion by any Board member, second and unanimous vote to "approve the Consent Agenda as published or modified."

- a. Minutes from regular meeting February 8, 2021.
 - b. January 2021 Financial Summaries
 - c. January 2021 Financial Statements.
 - d. January/February 2021 Outstanding Invoices, Check and Draft Paid Invoices.
 - e. January 2021 Check Register.
 - f. January 2021 Utility Adjustment Report.
- 4. Discussion/Vote on current Outstanding Invoices, draft and Check Paid Invoices for January/February 2021.**
 - 5. Citizen Input.**
 - 6. Ordinance accepting the contract with JCI for Pump Impellers (2nd Read) Discussion/Vote.**
 - 7. New Business.**
 - 8. Unfinished Business.**

9. 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



Agenda Item# 3

Consent Agenda:

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- e. January 2021 Check Register.
- f. January 2021 Utility Adjustment Report.

**CITY OF WILLARD
BOARD OF ALDERMAN MEETING
REGULAR MEETING
FEBRUARY 8, 2021
7:00 p.m.**

Staff present: City Administrator, Brad Gray; Parks Director, Jason Knight; and Development Director Randy Brown.

City Attorney Ken Reynolds was present.

Call to Order.

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

Roll Call.

Attorney Reynolds conducted the Roll Call. All Alderman were present except Tyler Kelly.

Agenda Approval.

Motion was made and seconded to approve the agenda. All voted in favor and the Motion passed.

Consent Agenda.

Motion was made and seconded to approve the Consent Agenda. All voted in favor and the Motion passed.

Discussion/Vote on Current Outstanding Invoices, Draft Paid Invoices and Checks.

Motion was made and seconded to approve January/February 2021 invoices. All voted in favor and the Motion passed.

Citizen Input.

There was no Citizen Input.

Ronald McDonald House Week Proclamation.

Mayor Hendrickson read a proclamation recognizing the good work the Ronald McDonald House's have done in Southwest Missouri and offers the City of Willard's support for the future success.

Discussion/Vote to accept bids for IT equipment.

City Administrator Brad Gray explained the need for spending funds to upgrade the City's computer system. A Motion was made and seconded to purchase 6 Dell laptops and 6 docking stations for \$8,263.38 and a backup server and a NAS file service replacement for a total of \$5,192.76. All voted in favor and the Motion passed.

Discussion/Vote to appoint Stephanie Polites to the Park Board.

Parks Director Jason Knight recommended Stephanie Polites to the Park Board and stated she would be a good addition due to her support of Park programs.

Ordinance accepting the contract with Premier Pyrotechnics for fireworks.

Discussion was had to approve Premier Pyrotechnics contract to provide a firework display for the fourth of July 2021. A Motion was made and seconded and all voted in favor. Motion passed.

Ordinance accepting the contract with JCI for pump impellers.

Randy Brown explained the need for the purchase of the pump impellers for one of the lift stations. A Motion was made and seconded. All voted in favor and the Motion passed.

Ordinance accepting the contract with Ace Pipe Cleaning for manhole rehabilitation.

Randy Brown explained the need to contract with Ace Pipe Cleaning for manhole rehabilitation to Willard's sewer system. A Motion was made and seconded. All voted in favor and the Motion passed.

New Business/Unfinished Business.

No new or unfinished business was discussed.

Recess Open Session/Open Executive Session.

Motions were made to recess the open session and open the executive session. Both Motions were seconded and all voted in favor. Both Motions passed.

Closed Executive Session.

Discussion was had regarding contract and potential litigation issues. A Motion was made to close the executive session, which was seconded and the Motion passed.

Adjourn.

Motion was made and seconded to adjourn the meeting. All voted in favor and the Motion passed.

The meeting as adjourned at 7:56 p.m.

Kenneth Reynolds, City Attorney

Corey Hendrickson, Mayor



Agenda Item# 6

**Ordinance accepting the contract with JCI for Pump
Impellers (2nd Read) Discussion/Vote.**

First Reading: 02/08/21

Second Reading: 02/22/21

Council Bill No.: 21-05

Ordinance No.: 210208B

AN ORDINANCE

ACCEPTING THE AGREEMENT WITH JCI FOR PUMP IMPELLERS FOR D LIFT STATION, AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS, ON BEHALF OF THE CITY OF WILLARD.

WHEREAS, the City of Willard has a need for new pump impellers at "D" Lift Station; and

WHEREAS, the City of Willard has selected JCI for the required services.

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

Section 1: That the Mayor, on behalf of the City of Willard, Missouri is hereby authorized to accept the contract with JCI to provide the services described in Exhibit "A".

Section 2: This Ordinance shall be in full force and effect from and after the date of its passage by the Board of Aldermen and approval of the Mayor.

Mayor

ATTEST: _____, City Clerk

Approved as to form: _____, City Attorney

READ TWO TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE _____ DAY OF _____ 2021.

MEMBERS OF THE BOARD OF ALDERMEN: YES NO ABSTAINED

TYLER KELLY _____ _____ _____

SAMUEL SNIDER _____ _____ _____

DONNA STEWART _____ _____ _____

LARRY WHITMAN _____ _____ _____

SAM BAIRD _____ _____ _____

First Reading: 02/08/21

Second Reading: 02/22/21

Council Bill No.: 21-05

Ordinance No.: 210208B

LONDON HALL

2nd READ

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAINED

TYLER KELLY

SAMUEL SNIDER

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

LONDON HALL



1161 SE Hamblen Road
Lee's Summit, MO 64081
Tel#: 816-525-3320
800-366-7867
Fax#: 816-525-5881

To: **City of Willard**

Date: **December 3, 2020**

From: **Ty Cooper**

Subject: **Lift Station D Impeller Change
Willard, MO**

The following is our proposal for new impellers for the pumps at Lift Station D to achieve a duty point of 600gpm @ 142' TDH.

Qty Description

- 2 Provide and Install New Hard Iron Impellers for the 3202 Model Pumps
- 1 Provide and Install New Cast Iron Impeller for the 3201 Model Pump
- 1 JCI to Pickup and Deliver (3) Pumps Between JCI Shop and Jobsite

Price = \$16,345

NOTE:

- 1) Impeller Leadtime is 6 Weeks
- 2) Customer to Pull and Set Pumps

12-16 wks

Please call with questions at (816) 260-8742

Thank you,

Ty Cooper

Ty Cooper
Account Manager
JCI Industries, Inc.



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STANDARD TERMS OF SALE

1. **Applicable Terms.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid.
3. **Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation.
4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. **Changes.** Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from acceptance, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefor. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). **THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.**
7. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. **Force Majeure.** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
9. **Cancellation.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. **Miscellaneous.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgment issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the



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12. Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions.

13. Credit Approval: If at any time information available on Purchaser's financial condition or credit history, in JCI's judgment, does not justify the terms of payment specified herein, JCI may require full or partial payment in advance, or an acceptable form of payment guarantee such as a bank letter of credit, or other modifications to terms of payment.

14. Backcharges: JCI shall not be liable for any charges incurred by Purchaser for work, repairs, replacements or alterations to the Products, without JCI's prior written authorization, and any adverse consequences resulting from such unauthorized work shall be Purchaser's full responsibility.
