

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

October 14, 2020

7:00 p.m.

Willard City Hall

224 W. Jackson

Mayor

Corey Hendrickson

Board Members

Clark McEntire

Donna Stewart

Sam Baird

Samuel Snider

Larry Whitman-Mayor Pro-Tem

www.cityofwillard.org

**CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
October 14, 2020
7:00 P.M.**

Posted October 7, 2020.

Notice is hereby given that the City of Willard, Missouri, Board of Aldermen will conduct a meeting at **7:00 p.m.** October 14, 2020 at the Willard City Hall, 224 W. Jackson, Willard, MO.

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 September 28, 2020.
 - b. September/October 2020 Outstanding Invoices, Check and Draft Paid Invoices.
 - c. Department Head Reports.
 - d. Re-Appointment of Sam Baird and Keith Hammett to the Board of Adjustments.
- 4. Discussion/Vote on current Outstanding Invoices, draft and Check Paid Invoices for September/October 2020.**
 - 5. Citizen Input.**
 - 6. Ordinance accepting the Missouri Highways and Transportation Municipal Agreement. (1st & 2nd Read) Discussion/Vote.**
 - 7. Ordinance accepting the contract with Allgeier Martin & Associates for On-Call City Engineering Services. (1st & 2nd Read) Discussion/Vote.**

8. **Ordinance accepting the contract with Cochran Engineering for Engineering Services. (1st & 2nd Read) Discussion/Vote.**
9. **Ordinance accepting the contract with REJIS for Records Management for the Police Department. (1st & 2nd Read) Discussion/Vote.**
10. **Discussion/Board Update regarding City and School policing MOU.**
11. **New Business.**
12. **Unfinished Business.**
13. **Recess Open Session.**
14. **Open Executive Session.**
15. **Close Executive Session.**
16. **Adjourn Meeting.**

THE TENTATIVE AGENDA SHOWS THIS MEETING CLOSED PURSUANT TO RSMO SECTIONS 610.021 # (1) LEGAL, AND # (2) REAL ESTATE.

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:

"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 September 28, 2020.
- b. September/October 2020 Outstanding Invoices, Check and Draft Paid Invoices.
- c. Department Head Reports.
- d. Re-Appointment of Sam Baird and Keith Hammett to the Board of Adjustments.

**CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
September 28, 2020
7:00 p.m.**

This Meeting was held online via GoToMeeting due to the Covid-19 Pandemic.

Staff present: City Administrator, Brad Gray; Planning Assistant, Abby Brixey; and Parks Director, Jason Knight.

City Attorney Ken Reynolds was not present.

Citizens in attendance: None.

Call to Order.

Mayor Pro-Tem Larry Whitman called the meeting to order at 7:02 p.m.

Roll Call.

The Planning Assistant conducted the Roll Call. Alderman McEntire-present, Alderman Snider---, Alderman Stewart-present, Alderman Whitman-present, Alderman Baird-present and Mayor Hendrickson---

Agenda Amendments/Agenda Approval.

Motion was made by Alderman Baird and seconded by Alderman McEntire to approve the Agenda. Motion carried with a vote of 4-0. Voting aye: Aldermen McEntire, Stewart, Whitman and Baird.

Consent Agenda.

Discussion was made on invoices. Motion was made by Alderman Baird and seconded by Alderman McEntire to approve the Consent Agenda. Motion carried with a vote of 4-0. Voting aye: Aldermen McEntire, Stewart, Whitman and Baird.

Discussion/Vote to approve current August/September 2020 Outstanding Invoices, Check and Draft Paid Invoices.

Motion was made by Alderman McEntire and seconded by Alderman Baird to approve the current August/September 2020 Outstanding Invoices, Check and Draft Paid Invoices. Motion carried with a vote of 4-0. Voting aye: Aldermen McEntire, Stewart, Whitman and Baird.

Citizen Input.

None.

Ordinance adopting the 2020 General Code Legislative Updates. (1st & 2nd Read) Discussion/Vote.

City Administrator Brad Gray informed the Board that this was the yearly Ordinance to adopt the new legislation and keep the code current.

The Planning Assistant conducted the first read.

Motion was made by Alderman Stewart and seconded by Alderman McEntire to adopt the 2020 General Code Legislative Updates. Motion carried with a vote of 4-0. Voting aye: Aldermen McEntire, Stewart, Whitman and Baird.

The Planning Assistant conducted the second read.

Motion was made by Alderman Baird and seconded by Alderman McEntire to adopt the 2020 General Code Legislative Updates. Motion carried with a vote of 4-0. Voting aye: Aldermen McEntire, Stewart, Whitman and Baird.

New Business.

Discussion was made on the news story regarding Willard Schools wanting to start their own police department. Mr. Gray stated he will look into it further.

Unfinished Business.

Mr. Gray thanked the Board for the online meeting. He then updated the Board on a question from last meeting regarding the repair of a window on the Backhoe. He stated it was a latch that was repaired.

Adjourn.

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

The meeting was adjourned at 7:22 p.m.

Jennifer Rowe, City Clerk

Larry Whitman, Mayor Pro-Tem

**CITY OF WILLARD
BOARD OF ALDERMEN**



**AGENDA ITEM # 3B
FINANCE DEPARTMENT**

ACTION REQUIRED: APPROVAL REQUESTED

- **Outstanding Invoices – September & October 2020**



City of Willard, MO

Pending Expense Approval Report - 1

By Vendor Name

Post Dates 9/30/2020 - 10/6/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: APAC100 - APAC CENTRAL, INC					
Vendor: APAC100 - APAC CENTRAL, INC					
APAC CENTRAL, INC	7001459765	10/06/2020	SOUTHVIEW PROJECT ASPHALT MIX - STS	10-300-95100	2,965.16
Vendor APAC100 - APAC CENTRAL, INC Total:					2,965.16
Vendor APAC100 - APAC CENTRAL, INC Total:					2,965.16
Vendor: APM100 - APPLE MARKET					
Vendor: APM100 - APPLE MARKET					
APPLE MARKET	092520	10/06/2020	MEETING REFRESHMENTS - GEN/W/S	10-100-50130	1.49
APPLE MARKET	092520	10/06/2020	MEETING REFRESHMENTS - GEN/W/S	20-600-50130	0.75
APPLE MARKET	092520	10/06/2020	MEETING REFRESHMENTS - GEN/W/S	20-700-50130	0.75
Vendor APM100 - APPLE MARKET Total:					2.99
Vendor APM100 - APPLE MARKET Total:					2.99
Vendor: CFS100 - CANON FINANCIAL SERVICES, INC					
Vendor: CFS100 - CANON FINANCIAL SERVICES, INC					
CANON FINANCIAL SERVICES,	21952208	10/06/2020	COPIER EXPENSE - ALL DEPTS	10-100-55850	32.95
CANON FINANCIAL SERVICES,	21952208	10/06/2020	COPIER EXPENSE - ALL DEPTS	10-200-55850	68.28
CANON FINANCIAL SERVICES,	21952208	10/06/2020	COPIER EXPENSE - ALL DEPTS	10-250-55850	5.49
CANON FINANCIAL SERVICES,	21952208	10/06/2020	COPIER EXPENSE - ALL DEPTS	10-400-55850	5.50
CANON FINANCIAL SERVICES,	21952208	10/06/2020	COPIER EXPENSE - ALL DEPTS	20-600-55850	32.95
CANON FINANCIAL SERVICES,	21952208	10/06/2020	COPIER EXPENSE - ALL DEPTS	20-700-55850	32.95
CANON FINANCIAL SERVICES,	21952208	10/06/2020	COPIER EXPENSE - ALL DEPTS	30-800-55850	68.28
Vendor CFS100 - CANON FINANCIAL SERVICES, INC Total:					246.40
Vendor CFS100 - CANON FINANCIAL SERVICES, INC Total:					246.40
Vendor: CSC200 - CHRIS STRAW CONSULTING, LLC					
Vendor: CSC200 - CHRIS STRAW CONSULTING, LLC					
CHRIS STRAW CONSULTING, L	100420	10/06/2020	CONSULTING SERVICES - P&D	10-400-56400	360.00
Vendor CSC200 - CHRIS STRAW CONSULTING, LLC Total:					360.00
Vendor CSC200 - CHRIS STRAW CONSULTING, LLC Total:					360.00
Vendor: CJW100 - CJW TRANSPORTATION CONSULTANTS, LLC					
Vendor: CJW100 - CJW TRANSPORTATION CONSULTANTS, LLC					
CJW TRANSPORTATION CONS	4	10/06/2020	HUNT RD PROJECT # TAP- 5944 (804)	10-300-95100	18,642.40
Vendor CJW100 - CJW TRANSPORTATION CONSULTANTS, LLC Total:					18,642.40
Vendor CJW100 - CJW TRANSPORTATION CONSULTANTS, LLC Total:					18,642.40
Vendor: COMMGN - COMMERCE CREDIT CARD SERVICES					
Vendor: COMMGN - COMMERCE CREDIT CARD SERVICES					
COMMERCE CREDIT CARD SE	20018702	10/06/2020	MDNR-T HOFFMANWASTEWATER D	20-700-55800	46.25
COMMERCE CREDIT CARD SE	BS80537	10/06/2020	LICENSE RENEWAL-SEWER BRIGGS & STRATTON ONLINE	30-800-71100	667.00
COMMERCE CREDIT CARD SE	01217G	10/06/2020	MOWER REBUILD KIT-PKS APPLE MARKET PD MEETING	10-200-50130	18.12
COMMERCE CREDIT CARD SE	62572530684	10/06/2020	REFRESHMENTS - LAW MRWA - B KING UTILITY	20-600-56950	375.00
COMMERCE CREDIT CARD SE	62572530684	10/06/2020	LOCATE TRAINING - W/S MRWA - B KING UTILITY	20-700-56950	375.00
COMMERCE CREDIT CARD SE	62572530684	10/06/2020	LOCATE TRAINING - W/S		

Pending Expense Approval Report - 1

Post Dates: 9/30/2020 - 10/6/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COMMERCE CREDIT CARD SE	29279656	10/06/2020	LINGO COMM LIFT STATION PHONE SERVICE - SEWER	20-600-61000	24.57
COMMERCE CREDIT CARD SE	29279656	10/06/2020	LINGO COMM LIFT STATION PHONE SERVICE - SEWER	20-700-61000	24.57
COMMERCE CREDIT CARD SE	09869G	10/06/2020	DOLLAR GENERAL CUPS, MEETING REFRESHMENTS-GEN/W/S	10-100-50130	3.46
COMMERCE CREDIT CARD SE	09869G	10/06/2020	DOLLAR GENERAL CUPS, MEETING REFRESHMENTS-GEN/W/S	20-600-50130	1.72
COMMERCE CREDIT CARD SE	09869G	10/06/2020	DOLLAR GENERAL CUPS, MEETING REFRESHMENTS-GEN/W/S	20-700-50130	1.72
COMMERCE CREDIT CARD SE	8805022	10/06/2020	AMAZON POCKET FOLDERS - GEN/W/S	10-100-50700	16.48
COMMERCE CREDIT CARD SE	8805022	10/06/2020	AMAZON POCKET FOLDERS - GEN/W/S	20-600-50700	8.24
COMMERCE CREDIT CARD SE	8805022	10/06/2020	AMAZON POCKET FOLDERS - GEN/W/S	20-700-50700	8.24
COMMERCE CREDIT CARD SE	5775849768	10/06/2020	SAM'S FACE MASKS, PAPER PRODUCTS-GEN/LAW/P&D/W/S	10-100-50130	29.49
COMMERCE CREDIT CARD SE	5775849768	10/06/2020	SAM'S FACE MASKS, PAPER PRODUCTS-GEN/LAW/P&D/W/S	10-200-50130	17.96
COMMERCE CREDIT CARD SE	5775849768	10/06/2020	SAM'S FACE MASKS, PAPER PRODUCTS-GEN/LAW/P&D/W/S	10-250-50130	3.93
COMMERCE CREDIT CARD SE	5775849768	10/06/2020	SAM'S FACE MASKS, PAPER PRODUCTS-GEN/LAW/P&D/W/S	10-400-50130	21.88
COMMERCE CREDIT CARD SE	5775849768	10/06/2020	SAM'S FACE MASKS, PAPER PRODUCTS-GEN/LAW/P&D/W/S	20-600-50130	29.48
COMMERCE CREDIT CARD SE	5775849768	10/06/2020	SAM'S FACE MASKS, PAPER PRODUCTS-GEN/LAW/P&D/W/S	20-700-50130	29.48
COMMERCE CREDIT CARD SE	MO0227483	10/06/2020	MENARDS COUPLERS, AIR HOSE REPAIR KIT - W/S	20-600-71100	13.68
COMMERCE CREDIT CARD SE	MO0227483	10/06/2020	MENARDS COUPLERS, AIR HOSE REPAIR KIT - W/S	20-700-71100	5.97
COMMERCE CREDIT CARD SE	01634G	10/06/2020	USPS POSTAGE STAMPS - GEN/LAW/CT/P&D/W/S	10-100-50750	163.35
COMMERCE CREDIT CARD SE	01634G	10/06/2020	USPS POSTAGE STAMPS - GEN/LAW/CT/P&D/W/S	10-200-50750	4.95
COMMERCE CREDIT CARD SE	01634G	10/06/2020	USPS POSTAGE STAMPS - GEN/LAW/CT/P&D/W/S	10-250-50750	39.05
COMMERCE CREDIT CARD SE	01634G	10/06/2020	USPS POSTAGE STAMPS - GEN/LAW/CT/P&D/W/S	10-400-50750	0.55
COMMERCE CREDIT CARD SE	01634G	10/06/2020	USPS POSTAGE STAMPS - GEN/LAW/CT/P&D/W/S	20-600-50750	6.05
COMMERCE CREDIT CARD SE	01634G	10/06/2020	USPS POSTAGE STAMPS - GEN/LAW/CT/P&D/W/S	20-700-50750	6.05
COMMERCE CREDIT CARD SE	1575288	10/06/2020	MoCCFOA - C HALVERSON HR SEMINAR FEES - GEN	10-100-56950	25.00
COMMERCE CREDIT CARD SE	100120	10/06/2020	NEXTIVA TELEPHONE EXPENSE - ALL DEPTS	10-100-61000	162.95
COMMERCE CREDIT CARD SE	100120	10/06/2020	NEXTIVA TELEPHONE EXPENSE - ALL DEPTS	10-200-61000	162.95
COMMERCE CREDIT CARD SE	100120	10/06/2020	NEXTIVA TELEPHONE EXPENSE - ALL DEPTS	10-250-61000	116.39
COMMERCE CREDIT CARD SE	100120	10/06/2020	NEXTIVA TELEPHONE EXPENSE - ALL DEPTS	10-300-61000	116.39
COMMERCE CREDIT CARD SE	100120	10/06/2020	NEXTIVA TELEPHONE EXPENSE - ALL DEPTS	10-400-61000	116.39

Pending Expense Approval Report - 1

Post Dates: 9/30/2020 - 10/6/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COMMERCE CREDIT CARD SE	100120	10/06/2020	NEXTIVA TELEPHONE EXPENSE - ALL DEPTS	20-600-61000	162.95
COMMERCE CREDIT CARD SE	100120	10/06/2020	NEXTIVA TELEPHONE EXPENSE - ALL DEPTS	20-700-61000	162.95
COMMERCE CREDIT CARD SE	100120	10/06/2020	NEXTIVA TELEPHONE EXPENSE - ALL DEPTS	30-800-61000	162.96
COMMERCE CREDIT CARD SE	7675462	10/06/2020	AMAZON AP CHECK ENVELOPES, SHARPIE PENS - GEN/W/S	10-100-50700	31.95
COMMERCE CREDIT CARD SE	7675462	10/06/2020	AMAZON AP CHECK ENVELOPES, SHARPIE PENS - GEN/W/S	20-600-50700	2.94
COMMERCE CREDIT CARD SE	7675462	10/06/2020	AMAZON AP CHECK ENVELOPES, SHARPIE PENS - GEN/W/S	20-700-50700	2.93
COMMERCE CREDIT CARD SE	268439798	10/06/2020	GOTOMEETING VIDEO CONFERENCING SOFTWARE - GEN	10-100-57400	19.80
COMMERCE CREDIT CARD SE	5904512106	10/06/2020	SAM'S CLOTH FACE MASKS, HAND SOAP - GEN/STS/CT/W/	10-100-50130	8.87
COMMERCE CREDIT CARD SE	5904512106	10/06/2020	SAM'S CLOTH FACE MASKS, HAND SOAP - GEN/STS/CT/W/	10-100-50550	2.32
COMMERCE CREDIT CARD SE	5904512106	10/06/2020	SAM'S CLOTH FACE MASKS, HAND SOAP - GEN/STS/CT/W/	10-250-50130	3.33
COMMERCE CREDIT CARD SE	5904512106	10/06/2020	SAM'S CLOTH FACE MASKS, HAND SOAP - GEN/STS/CT/W/	10-300-50130	3.98
COMMERCE CREDIT CARD SE	5904512106	10/06/2020	SAM'S CLOTH FACE MASKS, HAND SOAP - GEN/STS/CT/W/	20-600-50130	16.86
COMMERCE CREDIT CARD SE	5904512106	10/06/2020	SAM'S CLOTH FACE MASKS, HAND SOAP - GEN/STS/CT/W/	20-600-50550	2.33
COMMERCE CREDIT CARD SE	5904512106	10/06/2020	SAM'S CLOTH FACE MASKS, HAND SOAP - GEN/STS/CT/W/	20-700-50130	16.86
COMMERCE CREDIT CARD SE	5904512106	10/06/2020	SAM'S CLOTH FACE MASKS, HAND SOAP - GEN/STS/CT/W/	20-700-50550	2.33
Vendor COMMGN - COMMERCE CREDIT CARD SERVICES Total:					3,245.67
Vendor COMMGN - COMMERCE CREDIT CARD SERVICES Total:					3,245.67
Vendor: CON170 - CONCO COMPANIES					
Vendor: CON170 - CONCO COMPANIES					
CONCO COMPANIES	7001463783	10/06/2020	SOUTHVIEW PROJECT & VETERAN'S MEM STONE-GEN/STS	10-100-50310	51.68
CONCO COMPANIES	7001463783	10/06/2020	SOUTHVIEW PROJECT & VETERAN'S MEM STONE-GEN/STS	10-300-95100	48.50
CONCO COMPANIES	7001458976	10/06/2020	SOUTHVIEW PROJECT 5/8 INCH STONE - STS	10-300-95100	113.95
Vendor CON170 - CONCO COMPANIES Total:					214.13
Vendor CON170 - CONCO COMPANIES Total:					214.13
Vendor: BKM225 - DAVID BLAKEMORE					
Vendor: BKM225 - DAVID BLAKEMORE					
DAVID BLAKEMORE	100120	10/06/2020	CELL PHONE REIMBURSEMENT - W/S	20-600-61000	25.00
DAVID BLAKEMORE	100120	10/06/2020	CELL PHONE REIMBURSEMENT - W/S	20-700-61000	25.00
Vendor BKM225 - DAVID BLAKEMORE Total:					50.00
Vendor BKM225 - DAVID BLAKEMORE Total:					50.00
Vendor: FRA555 - FRANK'S UNIFORMS					
Vendor: FRA555 - FRANK'S UNIFORMS					
FRANK'S UNIFORMS	3348	10/06/2020	T McClain Uniform Allowance - Law	10-200-92500	5.00
FRANK'S UNIFORMS	3353	10/06/2020	C Steen Uniform Allowance - Law	10-200-92500	268.85

Pending Expense Approval Report - 1

Post Dates: 9/30/2020 - 10/6/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
FRANK'S UNIFORMS	3359	10/06/2020	W HANSEN UNIFORM ALLOWANCE - LAW	10-200-92500	230.90
Vendor FRA555 - FRANK'S UNIFORMS Total:					504.75
Vendor FRA555 - FRANK'S UNIFORMS Total:					504.75

Vendor: NITEL - NITEL, INC

Vendor: NITEL - NITEL, INC

NITEL, INC	3292824	10/06/2020	INTERNET SERVICE - ALL DEPT	10-100-61050	338.76
NITEL, INC	3292824	10/06/2020	INTERNET SERVICE - ALL DEPT	10-200-61050	338.76
NITEL, INC	3292824	10/06/2020	INTERNET SERVICE - ALL DEPT	10-250-61050	241.79
NITEL, INC	3292824	10/06/2020	INTERNET SERVICE - ALL DEPT	10-300-61050	249.90
NITEL, INC	3292824	10/06/2020	INTERNET SERVICE - ALL DEPT	10-400-61050	241.79
NITEL, INC	3292824	10/06/2020	INTERNET SERVICE - ALL DEPT	20-600-61050	370.92
NITEL, INC	3292824	10/06/2020	INTERNET SERVICE - ALL DEPT	20-700-61050	370.93
NITEL, INC	3292824	10/06/2020	INTERNET SERVICE - ALL DEPT	30-800-61050	379.02
Vendor NITEL - NITEL, INC Total:					2,531.87
Vendor NITEL - NITEL, INC Total:					2,531.87

Vendor: ORE145 - O'REILLY AUTOMOTIVE, INC

Vendor: ORE145 - O'REILLY AUTOMOTIVE, INC

O'REILLY AUTOMOTIVE, INC	2367-322541	10/06/2020	TRANSMISSION FLUID - STS/W/S	10-300-71000	5.20
O'REILLY AUTOMOTIVE, INC	2367-322541	10/06/2020	TRANSMISSION FLUID - STS/W/S	20-600-71000	10.39
O'REILLY AUTOMOTIVE, INC	2367-322541	10/06/2020	TRANSMISSION FLUID - STS/W/S	20-700-71000	10.40
O'REILLY AUTOMOTIVE, INC	2367-323495	10/06/2020	PUBLIC WORKS TRUCK BATTERY - STS/W/S	10-300-71000	23.08
O'REILLY AUTOMOTIVE, INC	2367-323495	10/06/2020	PUBLIC WORKS TRUCK BATTERY - STS/W/S	20-600-71000	46.15
O'REILLY AUTOMOTIVE, INC	2367-323495	10/06/2020	PUBLIC WORKS TRUCK BATTERY - STS/W/S	20-700-71000	46.16
Vendor ORE145 - O'REILLY AUTOMOTIVE, INC Total:					141.38
Vendor ORE145 - O'REILLY AUTOMOTIVE, INC Total:					141.38

Vendor: RAL200 - RAY LYNCH

Vendor: RAL200 - RAY LYNCH

RAY LYNCH	100120	10/06/2020	CELL PHONE REIMBURSEMENT - W/S	20-600-61000	25.00
RAY LYNCH	100120	10/06/2020	CELL PHONE REIMBURSEMENT - W/S	20-700-61000	25.00
Vendor RAL200 - RAY LYNCH Total:					50.00
Vendor RAL200 - RAY LYNCH Total:					50.00

Vendor: SCU425 - SCURLOCK INDUSTRIES

Vendor: SCU425 - SCURLOCK INDUSTRIES

SCURLOCK INDUSTRIES	0029279-IN	10/06/2020	SEWER RINGS - PW	20-700-95100	648.00
Vendor SCU425 - SCURLOCK INDUSTRIES Total:					648.00
Vendor SCU425 - SCURLOCK INDUSTRIES Total:					648.00

Vendor: SPR275 - SPRINGFIELD WINWATER WORKS CO

Vendor: SPR275 - SPRINGFIELD WINWATER WORKS CO

SPRINGFIELD WINWATER WO	320319 00	10/06/2020	COUPLINGS, PVC PLUG. ADAPTER, BRASS CAP - WATE	20-600-51000	149.81
Vendor SPR275 - SPRINGFIELD WINWATER WORKS CO Total:					149.81
Vendor SPR275 - SPRINGFIELD WINWATER WORKS CO Total:					149.81

Vendor: SPR200 - SPRINGFIELD-GREENE COUNTY HEALTH DEPARTMENT

Vendor: SPR200 - SPRINGFIELD-GREENE COUNTY HEALTH DEPARTMENT

SPRINGFIELD-GREENE COUNT	1678	10/06/2020	SPECIAL LAB TESTS - WATER	20-600-50200	13.00
SPRINGFIELD-GREENE COUNT	1680	10/06/2020	SPECIAL LAB TESTS - WATER	20-600-50200	13.00
SPRINGFIELD-GREENE COUNT	1689	10/06/2020	SPECIAL LAB TESTS - WATER	20-600-50200	13.00

Pending Expense Approval Report - 1

Post Dates: 9/30/2020 - 10/6/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SPRINGFIELD-GREENE COUNT	Willard-June-Sept2020	10/06/2020	JUNE - AUGUST ROUTINE & SPECIAL LAB FEES - WATER	20-600-50200	520.00
Vendor SPR200 - SPRINGFIELD-GREENE COUNTY HEALTH DEPARTMENT Total:					559.00
Vendor SPR200 - SPRINGFIELD-GREENE COUNTY HEALTH DEPARTMENT Total:					559.00
Vendor: TRH100 - TREVOR HOFFMAN					
Vendor: TRH100 - TREVOR HOFFMAN					
TREVOR HOFFMAN	9863478356	10/06/2020	CELL PHONE REIMBURSEMENT - W/S	20-600-61000	25.00
TREVOR HOFFMAN	9863478356	10/06/2020	CELL PHONE REIMBURSEMENT - W/S	20-700-61000	25.00
Vendor TRH100 - TREVOR HOFFMAN Total:					50.00
Vendor TRH100 - TREVOR HOFFMAN Total:					50.00
Vendor: TYL100 - TYLER TECHNOLOGIES INC					
Vendor: TYL100 - TYLER TECHNOLOGIES INC					
TYLER TECHNOLOGIES INC	025-310270	10/06/2020	UTILITY BILLING NOTIFICATIONS - W/S	20-600-57400	60.45
TYLER TECHNOLOGIES INC	025-310270	10/06/2020	UTILITY BILLING NOTIFICATIONS - W/S	20-700-57400	60.45
Vendor TYL100 - TYLER TECHNOLOGIES INC Total:					120.90
Vendor TYL100 - TYLER TECHNOLOGIES INC Total:					120.90
Vendor: WTV100 - WILLARD HOME CENTER LLC					
Vendor: WTV100 - WILLARD HOME CENTER LLC					
WILLARD HOME CENTER LLC	B150483	10/06/2020	SOUTHVIEW PROJECT ASPHALT SCREEN BOARD - ST	10-300-95100	8.79
WILLARD HOME CENTER LLC	D27565	10/06/2020	PUBLIC WORKS BUILDING PAINT - STS/W/S	10-300-50500	5.49
WILLARD HOME CENTER LLC	D27565	10/06/2020	PUBLIC WORKS BUILDING PAINT - STS/W/S	20-600-50500	10.98
WILLARD HOME CENTER LLC	D27565	10/06/2020	PUBLIC WORKS BUILDING PAINT - STS/W/S	20-700-50500	10.98
WILLARD HOME CENTER LLC	B151456	10/06/2020	VETERAN'S MEMORIAL FLAG POLE SUPPLIES - GEN	10-100-50310	8.65
WILLARD HOME CENTER LLC	D28255	10/06/2020	READY-MIX - SEWER	20-700-51000	8.80
WILLARD HOME CENTER LLC	D28268	10/06/2020	VETERAN'S MEMORIAL FLAG POLE REBAR - GEN	10-100-50310	143.82
Vendor WTV100 - WILLARD HOME CENTER LLC Total:					197.51
Vendor WTV100 - WILLARD HOME CENTER LLC Total:					197.51
Grand Total:					30,679.97

Report Summary

Fund Summary

Fund	Expense Amount
10 - GENERAL FUND	25,495.72
20 - WATER AND SEWER FUND	3,906.99
30 - PARKS FUND	1,277.26
Grand Total:	30,679.97

Account Summary

Account Number	Account Name	Expense Amount
10-100-50130	SUPPLIES-GCG	43.31
10-100-50310	VETERAN'S MEMORIAL E	204.15
10-100-50550	CUSTODIAL SUPPLIES-GC	2.32
10-100-50700	OFFICE SUPPLIES-GCG	48.43
10-100-50750	POSTAGE-GCG	163.35
10-100-55850	EQUIPMENT RENTAL-GE	32.95
10-100-56950	TRAINING & EDUCATION	25.00
10-100-57400	EQUIPMENT/SOFTWARE	19.80
10-100-61000	TELEPHONE-GCG	162.95
10-100-61050	INTERNET-GCG	338.76
10-200-50130	SUPPLIES-LAW	36.08
10-200-50750	POSTAGE-LAW	4.95
10-200-55850	EQUIPMENT RENTAL-LA	68.28
10-200-61000	TELEPHONE-LAW	162.95
10-200-61050	INTERNET-LAW	338.76
10-200-92500	UNIFORMS-LAW	504.75
10-250-50130	SUPPLIES-COURT	7.26
10-250-50750	POSTAGE-COURT	39.05
10-250-55850	EQUIPMENT RENTAL-CO	5.49
10-250-61000	TELEPHONE-COURT	116.39
10-250-61050	INTERNET-COURT	241.79
10-300-50130	SUPPLIES-STREETS	3.98
10-300-50500	BUILDING MAINTENANC	5.49
10-300-61000	TELEPHONE-STREETS	116.39
10-300-61050	INTERNET-STREETS	249.90
10-300-71000	VEHICLE REPAIR & MAIN	28.28
10-300-95100	CAPITAL ASSET EXP-STRE	21,778.80
10-400-50130	SUPPLIES-P&D	21.88
10-400-50750	POSTAGE-P&D	0.55
10-400-55850	EQUIPMENT RENTAL-P&	5.50
10-400-56400	PROFESSIONAL-P&D	360.00
10-400-61000	TELEPHONE-P&D	116.39
10-400-61050	INTERNET-P&D	241.79
20-600-50130	SUPPLIES-WATER	48.81
20-600-50200	LABORATORY FEES-WAT	559.00
20-600-50500	BUILDING MAINTENANC	10.98
20-600-50550	CUSTODIAL SUPPLIES-W	2.33
20-600-50700	OFFICE SUPPLIES-WATER	11.18
20-600-50750	POSTAGE-WATER	6.05
20-600-51000	REPAIRS AND MAINTEN	149.81
20-600-55850	EQUIPMENT RENTAL-WA	32.95
20-600-56950	TRAINING & EDUCATION	375.00
20-600-57400	EQUIPMENT/SOFTWARE	60.45
20-600-61000	TELEPHONE WATER	262.52
20-600-61050	INTERNET-WATER	370.92
20-600-71000	VEHICLE REPAIR & MAIN	56.54
20-600-71100	EQUIPMENT REPAIR &	13.68
20-700-50130	SUPPLIES-SEWER	48.81
20-700-50500	BUILDING MAINTENANC	10.98
20-700-50550	CUSTODIAL SUPPLIES-SE	2.33

Account Summary

Account Number	Account Name	Expense Amount
20-700-50700	OFFICE SUPPLIES-SEWER	11.17
20-700-50750	POSTAGE-SEWER	6.05
20-700-51000	REPAIRS AND MAINTEN	8.80
20-700-55800	DUES AND SUBSCRIPTIO	46.25
20-700-55850	EQUIPMENT RENTAL-SE	32.95
20-700-56950	TRAINING & EDUCATION	375.00
20-700-57400	EQUIPMENT/SOFTWARE	60.45
20-700-61000	TELEPHONE-SEWER	262.52
20-700-61050	INTERNET-SEWER	370.93
20-700-71000	VEHICLE REPAIR & MAIN	56.56
20-700-71100	EQUIPMENT REPAIR &	5.97
20-700-95100	CAPITAL ASSET EXP-SEW	648.00
30-800-55850	EQUIPMENT RENTAL-PK	68.28
30-800-61000	TELEPHONE-PKS	162.96
30-800-61050	INTERNET-PARKS	379.02
30-800-71100	EQUIPMENT REPAIR &	667.00
	Grand Total:	30,679.97

Project Account Summary

Project Account Key	Expense Amount
None	30,031.97
9510018	648.00
	Grand Total: 30,679.97

Public Works Report

September 2020

Water

- The water department spent the month on routine operations including collecting water samples, monthly meter reading, daily monitoring of our four wells and maintenance on our chlorine monitoring systems.
- We completed 272 utility locates (a lot more than average due to all the construction).
- We completed 115 work orders this month.
- We fixed a water leak at 1377 farm road 97. North of this location we also rehabbed a water shut off valve.
- We fixed a major water leak at 2595 Honeysuckle in the Meadows.
- We fixed a water leak at 607 JFK.
- The new 8" water line on Miller road has successfully passed pressure testing and chlorine disinfection.

Sewer

- We smoke tested the entire Meadows sewer drainage area and once the maps are updated, we should be at 99% accuracy for the collection system. In our testing we found 40 deficiencies, most of these are I&I issues. We also found three manholes that were buried under 4 inches of asphalt and one that was 2 feet underground.
- We reset manhole D-161.
- I&I deficiencies were fixed at 102 Fall Creek, 101 Fall Creek, 204 Deer Run, 101 Sedona and 103 Sedona.
- A 15-foot section of sidewalk has been torn out and repaired at 313 Deer Run, the manhole in the sidewalk at this location has had a new frame installed and is now level with the sidewalk.

Streets

- We installed 5 new crossroad drainage pipes on Southview between Crighton and Barwick, this should greatly improve the drainage throughout this area. There is still about a months' worth of work on the City's part to finish the Southview drainage area, not to mention all the side ditching that will drain into the main channel.

- We poured new curb and gutter on Dogwood in the meadows, we had to tear it out due to a previous water leak.
- We dug out, formed, poured and finished a 42'x 6' concrete flagpole pad/base for the American Veterans.
- We lined the west edge of Hunt road between True Value and Truman Road with fresh asphalt. In the future we may have to look at possible partially filling the ditch to give added support for the road edge.

Equipment Usage and Repairs Sept 2020

Equip #	Description	Prior Month Miles/Hours	Current Month Miles/Hours	Monthly Usage	Service and Repairs	YTD Repair Cost
1	2013 Ford F-150	83,945	85,047	1,102	\$0.00	\$0.00
2	2004 Chevy 1 Ton Dump	144,967	146,135	1,168	\$0.00	\$200.07
3	2003 Chevy 1 Ton Utility - Sewer	175,962	176,576	614	\$0.00	\$375.84
4	1998 Dodge 1/2 Ton FB	127,969	127,969	-	\$0.00	\$0.00
5	2001 Chevy 1500	111,240	111,786	546	\$0.00	\$0.00
6	2000 Chevy 3/4 Ton FB	147,213	148,242	1,029	\$0.00	\$22.86
7	1993 Ford 1 Ton Utility - Water	94,654	94,693	39	\$0.00	\$92.90
8	2005 International 3200 Dump	21,426	21,555	129	\$0.00	\$1,328.49
9	2017 Chevy Silverado	31,492	32,203	711	\$115.39	\$115.39
10	Water Van	384	384	-	\$0.00	\$0.00
11	1998 Chevy S-10	157,259	157,259	-	\$0.00	\$14.67
12	Case Backhoe	3,315	3,340	25	\$19.25	\$329.33
13	60XT Case Skid Steer	1,567	1,568	1	\$0.00	\$177.07
14	Kubota RTV 1100	923	927	4	\$0.00	\$161.20
					\$134.64	\$2,817.82

Description of Repair/Service	
PD#1	2013 Dodge Charger miles 111607 oil filter/rotate tires 9-25-20
PD#2	2013 Dodge Charger
PD#3	2013 Dodge Charger miles 126329 oil filter/rotate tires/brake pads
PD#4	2017 Ford Explorer miles 62284 oil filter/rotate tires
PD#5	2019 Dodge Charger
PD#6	2013 Dodge Charger
PD#7	2017 Ford Explorer
PD#8	2008 Harley Davidson
	Ford Tractor Cap and antifreeze

Monthly Water Loss 2020

Current Month

Month	January	February	March	April	May	June	July	August	September	Annual Average	Annual
Amount of Gallons Pumped	23,515,800	22,019,099	21,587,400	23,705,100	23,554,899	26,618,200	31,090,900	30,676,700	31,592,100	26,040,022	234,360,198
Dollar Amount Sold	\$76,849.76	\$70,933.59	\$75,541.29	\$73,464.85	\$75,672.66	\$84,242.37	\$91,840.70	\$93,248.75	\$100,567.66	\$82,484.63	\$742,361.63
Gallons of Water Sold	15,381,000	12,980,000	14,867,000	14,098,000	14,681,000	18,067,000	21,229,000	21,662,000	24,193,000	17,462,000	157,158,000
Flushing	0	0	43,200	0	0	0	0	10,000	0	5,911	53,200
Leaks/Adjustments	10,000	5,000	50,000	100,000	0	165,000	0	75,000	130,000	59,444	535,000
City Usage (not billed)	25,000	19,000	55,000	234,000	3,000	288,000	183,000	180,000	74,000	117,889	1,061,000
Fire Department Usage	0	0	0	0	0	0	0	0	0	0	0
Tower Overflows	0	0	0	0	0	0	0	0	0	0	0
Residuals	45,000	45,000	45,000	45,000	45,000	45,000	45,000	40,000	45,000	44,444	400,000
Total Gallons Accounted For	15,461,000	13,049,000	15,060,200	14,477,000	14,729,000	18,565,000	21,457,000	21,967,000	24,442,000	79,603,600	159,207,200
% Water Loss	34.25%	40.74%	30.24%	38.93%	37.47%	30.25%	30.99%	28.39%	22.63%	32.07%	32.07%
Amount of Water Lost	8,054,800	8,970,099	6,527,200	9,228,100	8,825,899	8,053,200	9,633,900	8,709,700	7,150,100	8,350,333	75,152,998
Willard North #1	2,126,800	2,178,000	2,207,700	2,189,000	2,320,900	2,605,600	3,719,300	3,354,300	3,183,200	2,653,867	23,884,800
Willard South #2	2,506,300	2,551,900	2,340,700	2,700,700	2,295,899	3,305,800	4,139,900	4,326,700	4,560,300	3,192,022	28,728,199
Meadows West #1	10,630,700	9,688,199	9,275,000	10,450,400	9,607,100	11,387,800	12,807,700	12,812,700	13,592,600	11,139,133	100,252,199
Meadows East #2	9,252,000	8,601,000	8,764,000	8,986,000	10,331,000	10,319,000	11,424,000	11,183,000	11,256,000	10,012,889	90,116,000
Correction per MRWA Willard Well 1 &	-1,000,000	-1,000,000	-1,000,000	-1,000,000	-1,000,000	-1,000,000	-1,000,000	-1,000,000	-1,000,000	-1,000,000	-9,000,000
Total Water Pumped	23,515,800	22,019,099	21,587,400	23,326,100	23,554,899	26,618,200	31,090,900	30,676,700	31,592,100	25,997,911	233,981,198
City Commercial Irrigation	14	14	14	14	14	14	14	14	14	14	14
City Commercial 1 SPF	128	126	125	126	125	126	126	127	131	127	127
City Commercial 3 Water only	18	20	19	20	21	19	20	18	18	19	160
City Residential Irrigation	2	2	2	3	3	3	3	4	4	3	3
City Residential 1 SPF	1984	1982	1995	1996	1998	2015	2015	2014	2015	2,002	2,077
City Residential 3 Water Only	71	73	74	73	73	72	73	72	73	73	73
Rural Irrigation	4	4	4	4	4	4	4	4	4	4	4
Rural Residential 1 SPF	9	8	9	8	8	8	8	9	8	8	8
Rural Residential 2 Lagoon	275	276	276	276	277	278	277	280	279	277	277
Rural Residential 3 Water Only	861	863	866	867	870	874	871	877	871	869	1,158
Rural Commercial 2 Lagoon	3	3	3	3	3	3	3	3	3	3	3
Rural Commercial 3 Water only	12	12	12	12	12	12	12	12	12	12	12
Rural Commercial 1 SPF	0	0	0	0	0	0	0	0	0	0	0
Zero-Non Billed	11	11	11	11	10	10	10	10	10	10	25
Number of Total Customers	3392	3394	3410	3413	3418	3438	3436	3444	3442	3421	3421

Parks and Recreation - Director's Report – October 2020

Department Tasks

Quote of the Month: “If I keep my body moving, and my mind occupied at all times, I will avoid falling into a bottomless pit of despair.” – Chris Traeger, Parks and Recreation

Budget

I am evaluating our current fee and charges and have will be recommending several adjustments when the time comes. The budget for 2021 presents several challenges due to the unpredictable nature of the current economy and health climate, but I am working on preparing a conservative but realistic budget.

As we move into the end of mowing season, we should see a reduction in equipment repair and fuel cost, but an increase in repairs and maintenance costs as we shift our focus.

Event/Program Planning and Recap

We will be doing a “Trunk or Treat Drive-Thru” on October 29th. Business registration is currently very low, by the evening of the meeting we will have a better idea if this event will need to be canceled.

The Veterans Day Celebration activities are progressing nicely. We are currently expecting a slightly smaller parade than is typical, but that may be that people are delaying their decision-making process until closer to the event. We have several vendors registered and have secured our fireworks provider for the end of the day.

Lighting of the trailhead and Christmas on the Frisco will remain similar to last year. The lighting will take place on Thanksgiving. This will be a no fanfare event. The Christmas Parade will be on Saturday, December 5th, at 1 pm. We are working with the Chamber of Commerce to increase community participation in the lighting display portion.

Fall basketball has been canceled.

Maintenance

One of the grasshopper mowers (sole gasoline engine) needed to have the engine rebuilt. We completed this task in house. We had budgeted to replace this mower in 2020, however, we removed that particular expense from the budget due to COVID.

Park Board

I have 2 openings on the Park Board for community members who reside within city limits. Recommendations are welcome. Potential members would ideally be passionate about parks and recreation and/or have a strong volunteer spirit or widespread community influence.



Willard Police Department
SEPTEMBER 2020 - Monthly Statistical Report



Administration	Officer – DSN	Case #'s
Tom McClain, Chief	1601-001	12
Shannon Shipley, Lt.	1602-003	10
	Total	22

Squad #1	1603-040	Joe Duran, Cpl	56	Squad #2	1604-027	Steve Purdy, Cpl. Investigator	40
	1605-044	Billie Deckard, Officer	51		1609-051	Wayne Hansen, Officer	60
	1607-050	Caleb Steen, Officer	58		1608-054	Stefan Collette, Officer	81
	1610-047	Glenn Cozzens, Officer	30		1606-053	Meagan Collins, Officer	56
	Total		195		Total		237

Reserves	Officer	Officer Names	Case #'s	Hours
	1630-024	Clint Heimbach, SRO	1	
	1631-045	Cindy Garton, SRO	1	
	1632-052	Mark Riffin, SRO		
	1641-014	Brian Gordon, Reserve		
	1642-015	JD Landon, Reserve		8.5
	1645-035	Brian Hinkle, Reserve		
	1646-031	Andrew Hunt, Reserve		6.5
	1643-048	Tim Wheeler, Reserve		
	1647-049	Brandon Bond, Reserve		
	Total		2	15
Total Incidents for the month...			456	

Incident Statistics

Felony	3	HBO (Handled by Officers)	175
Misdemeanor	7	Use of Force	0
Infraction	234	Dog at Large	8
Other (Services)	220	Neglect- 0 / Abuse- 0 / Bites- 1	1

Vehicle Maintenance

Vehicle	Odometer Reading	Monthly Mileage	Shifts Used	Miles per Shift	Monthly Maintenance	Year to Date Maintenance
WPD-01 2013 Charger	111,392	316	20	16		93.99
WPD-03 2013 Charger	147,122	778	13	60	89.95	2461.47
WPD-04 2018 Explorer	64,043	1,714	26	66	6.79	1299.53
WPD-05 2019 Charger	34,053	2,093	28	75		7.43
WPD-06 2020 Charger	22,883	4,233	60	70		191.09
WPD-07 2017 Explorer	15,552	332	18	18		0
WPD-08 M Harley	5703					0

Vehicle Maintenance Details

WPD-01:	WPD-04: Oil filter
WPD-05:	WPD-06:
WPD-03: Oil filter and disc pad set	WPD-07:

Misc. Dept. Info: Cpl. Joe Duran resigned on Sept 28th in good standing to take a patrol position with Greene County. Officer Billie Deckard was promoted to corporal effective Sept 28th, 2020.

Planning and Development Report
October 13, 2020

Ongoing Projects-

HWY 160 Improvements- Work continues thru out town, with the roundabout at Fm. Rd.94 scheduled to be opened on 10-7-20. Pavement repairs and bridge repairs are continuing on existing 160. A lot of new paving is being placed between Fm. Rd 115 and Fm. Rd. 123. Medians are being placed at Miller Rd and AB for crosswalks. Drainage pipes are being installed at Hughes Rd. for grading and paving of a deceleration lane. Project completion is set for December 2020.

ATM Commercial Subdivision Phase 2 Gauge Crossing Subdivision- Staff has issued 11 (eleven) building permits for the lots on the east side of Gauge Street. Staff is working with the developer, builder and City consultant on the issuance of flood plain development permits for the lots located in the flood plain.

Meadows North Subdivision- Staff has been notified that Carlton Homes has backed out of an agreement with the developer and the developer will be building on the lots. Staff will be meeting to discuss various issues with the builder.

Hunt Rd. Sidewalk TAP-5944(804) – Hunter Chase has placed approximately 3500 ft of sidewalk and has completed the drainage structure north of Logan St. They have started backfilling and have poured the footing for the drainage structure at Osage St. The completion date for the project is October 16, 2020.

North Brook Apartments- The apartment is dried in and rough-in work is ongoing.

R-1 Buildings – Staff currently has fifteen (15) single family home permits issued.

West Ridge- Singer Construction has mobilized and has completed the subgrade on the street. They have encountered limestone on the sewer and detention basin. The sanitary is approximately 90% complete, they are preparing for the waterline installation.

Miller Rd. Project- Hartman Construction has completed the drainage work on the north end of the project and they have completed the installation of the water main between Jackson and 160. They still have to transfer all of the tie ins and complete the retiring of the old line. The Public Works Director and Engineer has signed off on the pressure testing. Public Works are providing bacteriological samples. The contractor has started laying rcp (reinforced concrete pipe) across the driveways in preparation for the road widening.

Dominoes' – Framing is complete and the building is dried in, work continues on the inside and the parking lot has been poured outside and final cleanup has started . They plan to be open by December.

CMH- Staff has been informed that the temporary facility plans for a clinic have changed but architectural plans have been approved by USDA for the new facility. Staff is waiting to receive those to send for third party review.

Staff has received engineering documents for Stonecreek Phase 2 and 3 a residential planned development totaling 71 lots, 34 first phase and 37 second phase. Staff will be presenting the preliminary development plat and plan to P/Z later this month. This submittal will be sent for outside review as well as staff review .

Staff has been notified of the potential development of the Hoffman farm (80) acres that would consist of 170 single – family dwellings and 15 duplex or patio homes.

Staff is involved on other ongoing projects, - Farm Road 94 Lift Station electrical, Farm Road 104 waterline replacement, Southview Drainage Basin stormwater improvements.

Planning Assistant- Please find the attached monthly update from Abby.

If you have any questions, please contact me at City Hall or develop@cityofwillard.org
Randy Brown, Director of Development

Planning and Development:

16 permits were issued in September totaling \$10,897.52 in permit fees collected and brings the total estimated construction for the year to \$4,334,196.

Investigated construction plans for a water line between fox creek sub. And cardinal hills

Zoning verification on four addresses.

Updated the permit software.

Completed a monthly permit sunshine request for Buildzoom, and Dodge Data and Analytics

Researched the Rountree Addition for a lot split

Mapping:

Line work for Canterbury was incorporated into the maps.

Updated water and sewer data for the online portal.

Sewer maps were printed for public works, site maps were printed for parks, site map was printed for police.

Subdivision research and incorporation continues.

Prosecuting Clerk:

461 Open cases without dispositions (298 have active warrants)

237 Open cases with dispositions, are pending payments (193 have active warrants)

103 Probation cases (18 have a class or community service hours to complete)

23 Deferred cases (2 have a class to complete)

3 Discoveries were sent to defense attorneys

2 trial packets were prepared

10 plea offers were sent to defense attorneys

There are currently 3 pending trials - one of which is a dangerous dog appeal.

-Abigail Brixey

CITY CLERK: (Informational only) SEPTEMBER 2020

- ~Issued 8 Business Licenses.
- ~Assisted other departments with grant paperwork and research.
- ~Completed all Agendas, packets, Proclamations, Resolutions, Ordinances and typed Minutes for BOA, BOADJ, P&Z, ECDTF, Traffic Committee and Tree Board.
- ~Updated website with new information.
- ~Managed and reported all calls for Streetlights out in town.
- ~Handled citizen complaints and directed to the appropriate department heads.
- ~Ensured public notices were completed and sent to the paper.
- ~Completed Sunshine requests as received.
- ~ Kept General Code updated with newly passed Ordinances.
- ~Assisted with code research.
- ~Set up and hosted division meeting and training session for SWMOCCFOA Clerks.
- ~ Completed Audit of all Boards and terms for the City.

EMERGENCY MANAGEMENT: (Informational only) SEPTEMBER 2020

- ~ Monitored Coronavirus information daily for our area.
- ~Picked up and delivered PPE Supplies for PD and Emergency Management.

COVID-19:

We are continuing to monitor the Covid-19 situation within Willard. Staff is continuing to stay up to date with the Greene County recommendations and updating our website to reflect any changes. City hall has remained closed to walk-ins, and staff is continuing with safety protocols for managing cleanliness. Due to recent contact, masks have become mandatory for Staff within City Hall.

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: Willard Municipal Court	Reporting Period: Sep 1, 2020 - Sep 30, 2020	
Mailing Address: 224 W JACKSON ST, WILLARD, MO 65781				
Physical Address: 224 W JACKSON ST, WILLARD, MO 65781			County: Greene County	Circuit: 31
Telephone Number:		Fax Number:		
Prepared by: JESSICA TRUITT		E-mail Address:		
Municipal Judge: Kristoffer Barefield				
<u>II. MONTHLY CASELOAD INFORMATION</u>				
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		22	338	135
B. Cases (citations/informations) filed		1	60	3
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	0	0
3. court/bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		0	30	3
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	11	0
6. dismissed by court		0	0	0
7. <i>nolle prosequi</i>		2	4	4
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		2	45	7
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		21	353	131
E. Trial de Novo and/or appeal applications filed		0	0	0
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>		<u>IV. PARKING TICKETS</u>		
1. # Issued during reporting period	97	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	16	<input checked="" type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	539			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Willard Municipal Court	Reporting Period: Sep 1, 2020 - Sep 30, 2020
--------------------------	---------------------------------------	--

<u>V. DISBURSEMENTS</u>			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.	
Fines - Excess Revenue	\$3,514.00	Court Automation	\$310.67
Clerk Fee - Excess Revenue	\$374.00	Judicial Facility Srchg CT31	\$450.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$12.58	Law Enf Arrest-Local	\$394.43
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Total Other Disbursements	\$1,155.10
Total Excess Revenue	\$3,900.58	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$6,403.43
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$0.00
Fines - Other		Total Disbursements	\$6,403.43
Clerk Fee - Other			
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF			
Peace Officer Standards and Training (POST) Commission surcharge			
Crime Victims Compensation (CVC) Fund surcharge - Paid to State			
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other			
Law Enforcement Training (LET) Fund surcharge			
Domestic Violence Shelter surcharge			
Inmate Prisoner Detainee Security Fund surcharge			
Sheriffs' Retirement Fund (SRF) surcharge			
Restitution			
Parking ticket revenue (including penalties)			
Bond forfeitures (paid to city) - Other			
Total Other Revenue		\$1,347.75	

CITY OF WILLARD, MISSOURI

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



Agenda Item# 6

Ordinance accepting the Missouri Highways and Transportation Municipal Agreement. (1st & 2nd Read) Discussion/Vote.

First Reading: 10/14/20

Second Reading: 10/14/20

Council Bill No.: 20-27

Ordinance No.: 201014A

AN ORDINANCE

ACCEPTING THE AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR SIDEWALK IMPROVEMENTS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS, ON BEHALF OF THE CITY OF WILLARD.

WHEREAS, the Missouri Highways and Transportation Commission has determined a need to improve sidewalks along O Highway and Mill Street to be ADA Compliant; and

WHEREAS, the City of Willard has agreed to enter into a Municipal Agreement with the Missouri Highways and Transportation Commission for services as itemized in detail in Exhibit "A" as attached hereto.

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

Section 1: That the Mayor, on behalf of the City of Willard, Missouri is hereby authorized to accept the agreement with the Missouri Highways and Transportation Commission 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 _____ 2020.

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
_____ CLARK MCENTIRE	_____	_____	_____
_____ SAMUEL SNIDER	_____	_____	_____
_____ DONNA STEWART	_____	_____	_____
_____ LARRY WHITMAN	_____	_____	_____

First Reading: 10/14/20

Second Reading: 10/14/20

Council Bill No.: 20-27

Ordinance No.: 201014A

SAM BAIRD

2nd READ

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAINED

CLARK MCENTIRE

SAMUEL SNIDER

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

CCO Form: DE11
Approved: 04/93 (CEH)
Revised: 04/20 (BDG)
Modified: 08/20 (WDS)

Municipal Agreement
Route: O
County: Greene
Job No.: J8S3123

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Willard, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route O, Greene County, Job No. J8S3123 shall consist of improving sidewalk to meet ADA standards that transitions to the City's existing sidewalk along Mill Street.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located at the southeast corner of Mill Street and Route O. Length of improvements within the City is approximately 5 feet.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. J8S3123.

(6) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the City as necessary for construction and maintenance of said public improvement.

(7) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of

the project in accordance with the detailed plans.

(8) RIGHT-OF-WAY ACQUISITION: No acquisition of additional right-of-way is anticipated in connection with Job No. J8S3123 or contemplated by this Agreement.

(9) UTILITY RELOCATION:

(A) It is understood and agreed by the parties to this Agreement that no city-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.

(B) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's district engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(C) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.

(D) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's district engineer or his authorized representative. Similarly, the

City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's district engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(10) LIGHTING: The installation, operation, and maintenance by the Commission of any lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect at the time of any such installation and only to the extent the Commission then deems warranted. No street lighting system shall be installed or maintained by or for the City on the improvement without approval of the Commission.

(11) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(12) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(13) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(14) COMMENCEMENT OF WORK: The Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(15) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(C) The City shall inspect and maintain the sidewalks constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks.

(16) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(17) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(18) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(19) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(20) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

(21) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's District Engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's District Engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(22) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(23) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(24) CITY REPRESENTATIVE: The City's Administrator is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(25) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal delivery, addressed as follows:

(A) To the City:
City of Willard
City Administrator: Bradley Gray
224 W. Jackson St.
Willard, MO 65781

(B) To the Commission:
Southwest District Engineer: Steve Campbell
3025 E. Kearney St.
Springfield, MO 5803

or to such other place as the parties may designate in accordance with this Agreement.

(26) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(27) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(28) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(29) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(30) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(31) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

CITY OF WILLARD

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Commission Counsel

By: _____

Title: _____

Ordinance Number _____

DESIGN DESIGNATION

S.A.D.P.S. - 2017 = 1760
 T = 5.74
 W = 55 W.P.M.

FUNCTIONAL CLASSIFICATION-MAJOR COLLECTOR

NO NEW R/W REQUIRED

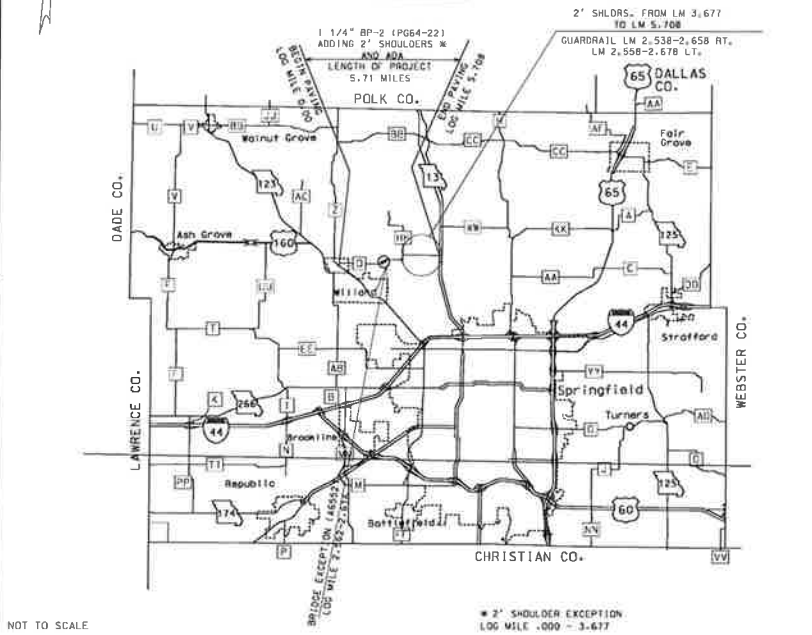
CONVENTIONAL SYMBOLS
(USED IN PLANS)

EXISTING	NEW
BUILDINGS AND STRUCTURES	--->--->
GUARD RAIL	-----
CONCRETE RIGHT-OF-WAY MARKER	-----
STEEL RIGHT-OF-WAY MARKER	-----
LOCATION SURVEY MARKER	○
UTILITIES	
FIBER OPTICS	-FO-
OVERHEAD CABLE TV	-O-TV-
OVERHEAD TELEPHONE	-OT-
UNDERGROUND TELEPHONE	-UT-
OVERHEAD POWER	-OP-
UNDERGROUND POWER	-UP-
SEWERS	-S-
STORM SEWER	-SS-
GAS	-G-
WATER	-W-
MANHOLE	○
FIRE HYDRANT	○
WATER VALVE	○
WATER METER	○
DROP INLET	○
DITCH BLOCK	○
GROUND MOUNTED SIGN	○
LIGHT POLE	○
H-FRAME POWER POLE	○
TELEPHONE PEDESTAL	○
FENCE	--->--->
CHAIN LINK	--->--->
WOODEN WIRE	--->--->
GATE POST	○
BENCHMARK	○

NOTE: DASHED OR OPEN SYMBOLS INDICATE EXISTING FEATURES

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
PLANS FOR PROPOSED
STATE HIGHWAY
GREENE COUNTY

EXHIBIT A



NOT TO SCALE

THE EXISTENCE AND APPROXIMATE LOCATION OF UTILITY FACILITIES KNOWN TO EXIST, AS SHOWN ON THE PLANS, ARE BASED ON THE BEST INFORMATION AVAILABLE TO THE COMMISSION AT THIS DATE. THIS INFORMATION IS PROVIDED BY THE COMMISSION "AS-IS" AND THE COMMISSION EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, OR SUITABILITY OF THE INFORMATION FOR ANY USE. RELIANCE UPON THIS INFORMATION IS DONE AT THE RISK AND PERIL OF THE USER AND THE COMMISSION SHALL NOT BE LIABLE FOR ANY DAMAGES THAT MAY ARISE FROM ANY ERROR IN THE INFORMATION. IT IS, THEREFORE, THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE, LOCATION AND STATUS OF ANY FACILITY. SUCH VERIFICATION INCLUDES DIRECT CONTACT WITH THE LISTED UTILITIES.

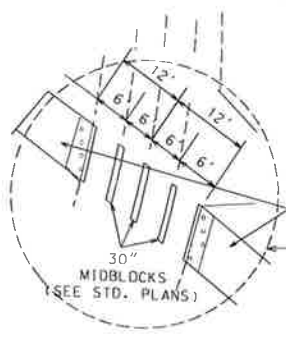
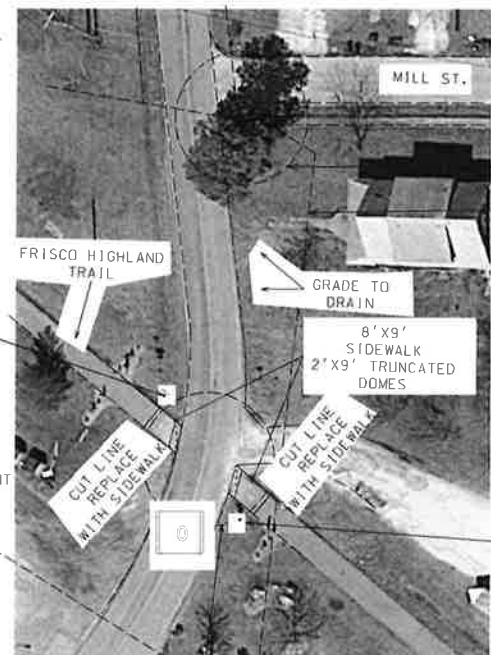
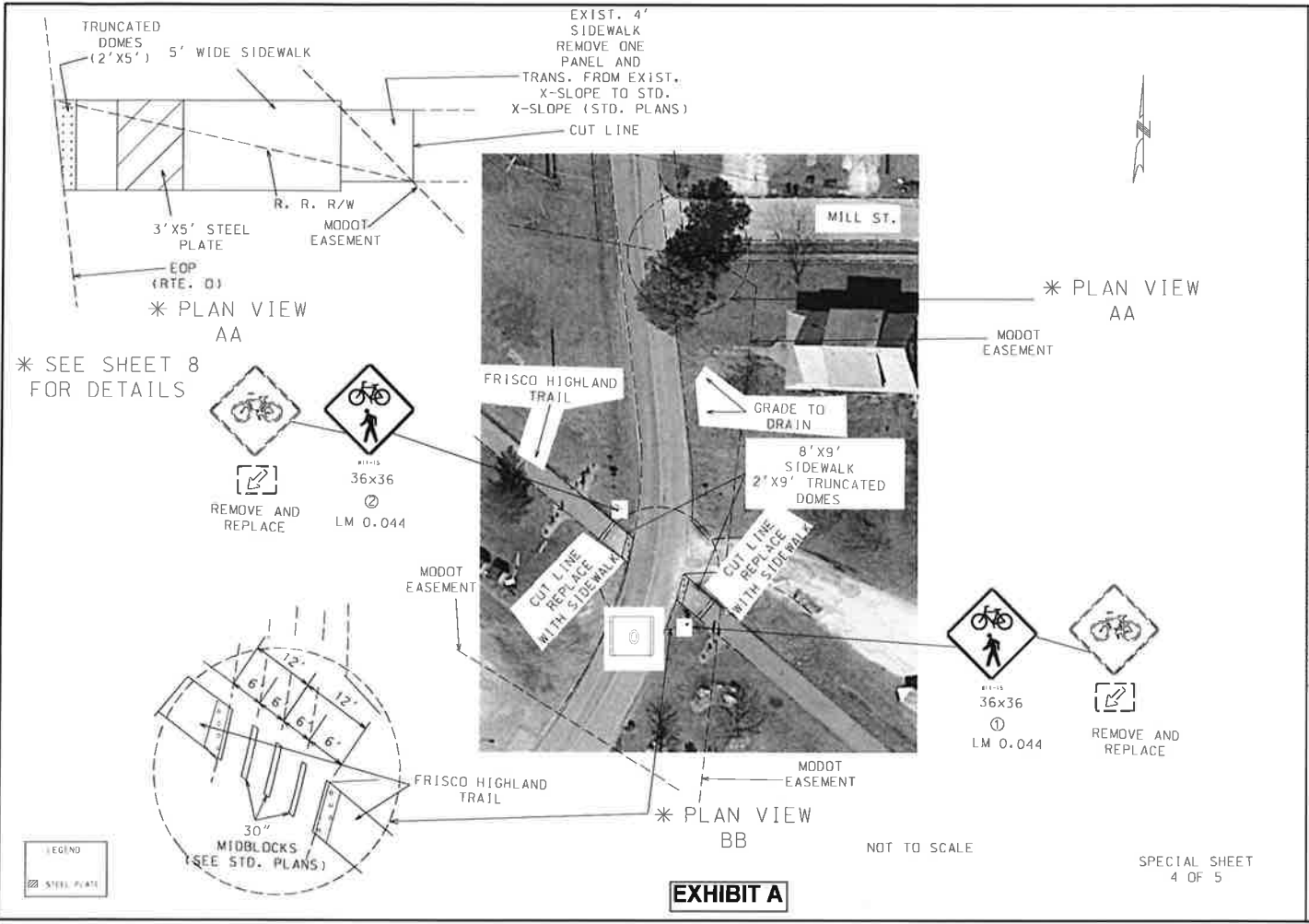
INDEX OF SHEETS

DESCRIPTION	SHEET NUMBER
TITLE SHEET	1
TYPICAL SECTIONS (15) (3 SHEETS)	2
QUANTITIES (10) (3 SHEETS)	3
SPECIAL SHEETS (55)	4-8
TRAFFIC CONTROL SHEETS (10)	9-13
STAGING (5)	14-15

LENGTH OF PROJECT

LOG MILES FROM 2017 PLAN	
BEGINNING OF PROJECT	LM 0.000
END OF PROJECT	LM 5.708
APPARENT LENGTH	30138 FEET
EQUATIONS AND EXCEPTIONS	
BRIDGE EXCEPTION# 48532	- 285 FEET
TOTAL CORRECTIONS	285.00 FEET
NET LENGTH OF PROJECT	29853.00 FEET
STATE LENGTH	5.654 MILES
FOR INFORMATION ONLY	8+40 AC
ESTIMATED DISTURBED AREAS	

STATE OF MISSOURI
 MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
 PROJECT NO. 4853123
 GREENE COUNTY
 PROJECT TITLE
 DATE
 DRAWN BY
 CHECKED BY
 APPROVED BY
 MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
 1100 EAST CAPITOL BUILDING
 JEFFERSON CITY, MISSOURI 64102
 TEL: 573-751-6000 FAX: 573-751-6001



LEGEND
 STEEL PLATE

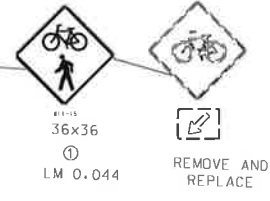


EXHIBIT A

NOT TO SCALE

SPECIAL SHEET
 4 OF 5

MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION

7/27/2020

PROJECT: 0 MO

DATE: 7

DESIGNER: GREENE

PROJECT NO: J853123

CONTRACT NO:

PROJ. DIST. NO:

SECTION:

DESCRIPTION:

DATE:

MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION

1-888-455-MISSOURI (1-888-455-6661)

CITY OF WILLARD, MISSOURI

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



Agenda Item# 7

Ordinance accepting the contract with Allgeier Martin & Associates for On-Call City Engineering Services. (1st & 2nd Read) Discussion/Vote.

First Reading: 10/14/20

Second Reading: 10/14/20

Council Bill No.: 20-28

Ordinance No.: 201014B

AN ORDINANCE

ACCEPTING THE AGREEMENT WITH ALLGEIER, MARTIN & ASSOCIATES INC. FOR ENGINEERING SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS, ON BEHALF OF THE CITY OF WILLARD.

WHEREAS, the City of Willard owns, operates and maintains municipal infrastructure systems including a potable water supply system, a stormwater management system, a transportation system, and a wastewater collection and conveyance system, and desires an Engineer to perform customary engineering services from time to time with respect to system expansions or alterations as requested; and

WHEREAS, the City of Willard has selected Allgeier, Martin & Associates Inc. for Engineering Services; and

WHEREAS, the Engineer agrees to perform the various engineering services requested by City of Willard.

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

Section 1: That the Mayor, on behalf of the City of Willard, Missouri is hereby authorized to accept the agreement with Allgeier, Martin & Associates Inc. 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 _____ 2020.

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
_____ CLARK MCENTIRE	_____	_____	_____
_____ SAMUEL SNIDER	_____	_____	_____
_____ DONNA STEWART	_____	_____	_____

First Reading: 10/14/20

Second Reading: 10/14/20

Council Bill No.: 20-28

Ordinance No.: 201014B

LARRY WHITMAN

SAM BAIRD

2nd READ

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAINED

CLARK MCENTIRE

SAMUEL SNIDER

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
(ON-CALL CONTRACT)

THIS AGREEMENT, entered into this ____ day of _____, 2020 by and between the **CITY OF WILLARD, MISSOURI**, hereinafter referred to as **OWNER**, and **ALLGEIER, MARTIN AND ASSOCIATES, INC.**, a Missouri corporation, hereinafter referred to as **ENGINEER**.

WHEREAS, the Owner owns, operates and maintains municipal infrastructure systems including a potable water supply system, a stormwater management system, a transportation system, and a wastewater collection and conveyance system, and Owner desires the Engineer to perform customary engineering services from time to time with respect to system expansions or alterations as requested by Owner; and

WHEREAS, the Engineer agrees to perform the various engineering services requested by Owner;

NOW THEREFORE, in consideration of the mutual undertakings herein contained, the Owner and the Engineer agree as follows:

SCOPE OF ENGINEERING SERVICES

The Engineer will provide services as requested by Owner including reports, plans, specifications and other documents, as stated in Work Authorization Agreements, which may be executed from time to time over the duration of this Agreement and are incorporated herein by reference. Authorized services under this Agreement may include, but not be limited to, the following:

- Consult with the Owner on engineering issues facing the City and attend Board of Aldermen meetings on as needed basis.
- Advise the Owner by telephone or correspondence at such times and with respect to such engineering problems as the Owner may request, provided advice on such problems can reasonably be given based on the Engineer's knowledge of the infrastructure systems and other information furnished by the Owner.
- Perform reviews of proposed residential, commercial, and industrial developments including conceptual layout plans, preliminary plats, construction drawings, and final plats. Findings from the reviews will be developed into a comment letter and sent to Owner. All development reviews will be inventoried and tracked with costs and approval status summarized monthly.
- Perform reviews of floodplain development permits and assist Owner with floodplain management tasks as requested.
- Serve as a representative of the Owner as requested.
- Provide construction inspection services as requested.
- Provide geotechnical and material testing services as requested.

- Visit the infrastructure system at such times as are agreed upon by the Owner and the Engineer to inspect construction work and perform such other engineering services regarding the infrastructure system as may be requested by the Owner.
- Prepare measured drawings of or investigate existing conditions or facilities to verify the accuracy of drawings or other information furnished by the Owner.
- Provide analysis and studies of infrastructure systems and prepare detailed reports and/or master plans as necessary to plan future infrastructure system improvements as requested by Owner.
- Prepare and/or update maps of the infrastructure systems based on information provided by the Owner or by Engineer's field observations as requested by Owner.
- Prepare and update capacity models of the infrastructure systems based on information provided by the Owner or Engineer's field observations as requested by Owner.
- Prepare infrastructure design standards, standard construction specifications and appurtenances details as requested by Owner.
- Design infrastructure system extensions, alterations or other improvements as determined necessary and requested by Owner.
- Prepare construction drawings and specifications showing the character and extent of any infrastructure system improvements authorized by Owner.
- Prepare contract documents as needed for bidding projects or portions of projects as requested by Owner.
- Conduct field survey work for design purposes and establish baselines for locating the work, together with a suitable number of benchmarks adjacent to the project.
- Conduct field survey work for boundary or easement descriptions, prepare legal boundary descriptions or easement descriptions and easement documents for properties along proposed project locations as may be required to complete project. Negotiations, appraisals, and obtainment of said easements shall be the responsibility of the Owner, unless requested of Engineer by Owner.
- Furnish such documents and design data as may be required and assist the Owner in obtaining approval of agencies having jurisdictional authority by participating in submissions and negotiations with said agencies including providing copies of plans, specifications, design data and other related documents as required.
- Furnish three copies of documents and present and review them in person with the Owner as requested. Design information shall be provided in electronic format to the Owner upon completion of the individual project. All documents shall be in Portable Document Format (pdf) or in the format as requested by the Owner and approved by the Engineer.
- The Engineer shall, upon receipt of reasonable notice from the Owner, promptly furnish such additional engineering services as the Owner may request and the Engineer agree.

Engineer will prepare a written Work Order for authorized services when requested by Owner. Said Work Order shall contain a detailed scope of work and estimated maximum fee for the services to be provided under the Work Order. Services described in the Work Order shall not begin until the Work Order has been approved by the Owner and returned to the Engineer.

OWNERS RESPONSIBILITIES

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

- Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Engineer's services.
- Provide all criteria and full information as to Owner's requirements for the projects, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- Assist Engineer by placing at his disposal all available information pertinent to the projects, including previous reports and any other data relative to design or construction of the projects.
- Furnish to Engineer, as required for performance of Engineer's basic services, data prepared by or services of others, including without limitation core borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations; all of which Engineer may rely upon in performing his services.
- Arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform his services.
- Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Engineer, obtain advice of an attorney, insurance counselor, and other consultants as Owner deems appropriate for such examination and render decisions pertaining thereto within a reasonable time so as not to delay the services of Engineer.
- Furnish approvals and permits from all governmental authorities having jurisdiction over the projects and such approvals and consents from others as may be necessary for completion of the projects.
- Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the projects; such legal services as Owner may require or Engineer may reasonably request with regard to legal issues pertaining to the projects including any that may be raised by contractor(s); such auditing service as Owner may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract; and such inspection services as Owner may require to ascertain that contractor(s) are complying with any law, rule, or regulation applicable to their performance of the work.

- Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services.

ENGINEER'S RESPONSIBILITIES

Engineer shall provide all professional and technical personnel and equipment required for the performance of the engineering services described under Scope of Services.

CONTRACT TERM AND COMPENSATION

Contract Term: This contract shall become effective upon execution and approval of the Agreement and shall end on December 31, 2022. The contract shall be reviewed and renewed by the Owner at three-year intervals thereafter, with any revisions to the contents made as agreed to by both parties. However, this agreement may also be terminated under the terms indicated in the General Conditions attached hereto.

Compensation: The Engineer will perform the required engineering services and bill Owner on the basis of the actual time accrued working on the project plus expenses at the labor and non-labor rates listed in the 2020, 2021 and 2022 Rate Schedule attached hereto. The rate schedule attached hereto covers the time frame through December 31, 2022. A new rate schedule may be negotiated in the event the contract is extended beyond December 31, 2022, upon agreement by both parties

MISCELLANEOUS

Waiver: A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this paragraph shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Successors and Assigns: Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors,

administrators, assigns and legal representatives of such other party in respect to all provisions of this Agreement.

Assignment: Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

Termination: This Agreement may be terminated by either party, upon written notice, in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all the Services performed and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Engineer's compensation.

Opinions of Cost and Schedule: Since Engineer has no control over the cost of labor, materials or equipment furnished by others or over the resources provided by others to meet Project schedules, Engineer's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids or actual Project costs will not vary from Engineer's cost estimates or that actual schedules will not vary from Engineer's projected schedules.

Non-Disclosure: Engineer agrees not to divulge to third parties, without written consent from Owner, any confidential or proprietary information obtained from or through Owner in connection with the performance of the Agreement.

Reuse of Documents: All documents, including but not limited to, drawings, specifications and computer software prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. To the extent permitted by law Owner shall defend, indemnify, and hold harmless Engineer against all claims, losses, damages, injuries and expenses, including reasonable attorneys' fees, arising out of or resulting

from such reuse. Any verification or adaptation of documents will entitle Engineer to additional compensation at rates to be agreed upon by Owner and Engineer.

Delay in Performance: Neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots and other civil disturbances; strikes, lockouts, work slowdowns and other labor disturbances; sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, state or federal agency for any of the supplies, materials, accesses or services required to be provided by either Owner or Engineer under this Agreement.

Notices: Notices given by either party to the other are deemed served if delivered in person at the office of the representative designated below, or such representative subsequently named in writing to act for the respective party, or mailed to the representative, properly stamped with the required postage and addressed to the office of such representative, as follows:

OWNER:

City of Willard
Attn: Mr. Corey Hendrickson
224 W. Jackson
PO Box 187
Willard, MO 65781
Phone: (417) 742-3033

ENGINEER:

ALLGEIER, MARTIN and ASSOCIATES, INC.
Attn: Chris Erisman, P.E.
7231 East 24th Street
Joplin, MO 64804
Phone: (417) 680-7200 FAX: (417) 680-7300

Consequential Damages: Neither party shall be liable to the other for any special, indirect or consequential damages not reasonably contemplated or foreseeable by both parties at the time of contracting for the particular Services at issue.

Survival: Upon completion of all Services, obligations and duties provided for in this Agreement, or if this Agreement is terminated for any reason, those provisions of this Agreement that naturally would be considered to survive this Agreement shall do so, including but not limited to the General Conditions attached hereto.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement as of the day and year first above written.

ALLGEIER, MARTIN and ASSOCIATES, INC.

City of Willard, Missouri

By:

By:



Chris Erisman, P.E., Vice President

Corey Hendrickson, Mayor

GENERAL CONDITIONS

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

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

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

4. RISK ALLOCATION: Due to the very limited benefit A/E will derive from this Project compared to that of other parties involved, including CLIENT, CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW TO LIMIT A/E'S TOTAL LIABILITY TO CLIENT, OR ANY OTHER PARTY USING OR RELYING ON A/E'S WORK, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THE WORK, THE PROJECT, OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF AGREEMENT TO THE GREATER OF THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE SERVICES UNDER THIS AGREEMENT OR A COMBINED TOTAL FOR ALL PARTIES OF \$50,000, WHICHEVER IS GREATER.

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

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

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

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

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

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

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

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

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

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

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

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

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

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers and Surveyors

RATE SCHEDULE
2020, 2021 and 2022

LABOR RATES

<u>Classification</u>	<u>Hourly Billing Rate</u>		
	<u>01/01/2020</u> <u>thru</u> <u>12/31/2020</u>	<u>01/01/2021</u> <u>thru</u> <u>12/31/2021</u>	<u>01/01/2022</u> <u>thru</u> <u>12/31/2022</u>
Principal/Engineer IV	\$197	\$204	\$211
Principal/Engineer III	\$179	\$185	\$192
Project Manager/Engineer II	\$160	\$166	\$171
Project Manager/Engineer I	\$144	\$149	\$154
Technician III/GIS Specialist	\$132	\$137	\$141
Technician III	\$111	\$115	\$119
Technician II	\$98	\$101	\$105
Technician I	\$92	\$95	\$99
Two-Man GPS Survey Crew	\$185	\$191	\$198
One-Man GPS Survey Crew	\$144	\$149	\$154
Three-Man Survey Crew	\$207	\$214	\$222
Two-Man Survey Crew	\$155	\$160	\$166
Registered Land Surveyor II	\$171	\$177	\$183
Registered Land Surveyor I	\$148	\$153	\$159
Survey Crew Member	\$75	\$78	\$80
Right of Way Specialist	\$114	\$118	\$122
Project Representative III	\$111	\$115	\$119
Project Representative II	\$98	\$101	\$105
Project Representative I	\$92	\$95	\$99
Secretary/Assistant	\$74	\$77	\$79
Print Specialist	\$74	\$77	\$79

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

NON-LABOR RATES

<u>Item</u>	<u>Rate</u>
Travel	\$0.57 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the ALLGEIER, MARTIN and ASSOCIATES, INC. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Company ID Number: 241962

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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Approved by:

Employer ALLGEIER, MARTIN and ASSOCIATES, INC.	
Name (Please Type or Print) Robert D Carpenter	Title
Signature Electronically Signed	Date 08/26/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/26/2009

Company ID Number: 241962

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	ALLGEIER, MARTIN and ASSOCIATES, INC.
Company Facility Address	7231 East 24th Street JOPLIN, MO 64804
Company Alternate Address	PO BOX 2627 JOPLIN, MO 64803-2627
County or Parish	JASPER
Employer Identification Number	431146318
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1

Company ID Number: 241962

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MISSOURI 1 site(s)

Company ID Number: 241962

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Linda J Arft
Phone Number (417) 680 - 7192
Fax Number (417) 624 - 7558
Email Address Linda.Arft@AMCE.com

Name Dean A Willis
Phone Number (417) 624 - 5703 ext. 244
Fax Number (417) 624 - 7558
Email Address dwillis@amce.com

Name Glen Davidson
Phone Number (417) 680 - 7330
Fax Number (417) 680 - 7300
Email Address glen.davidson@amce.com

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THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **ALLGEIER, MARTIN and ASSOCIATES, INC.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

CITY OF WILLARD, MISSOURI

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



Agenda Item# 8

**Ordinance accepting the contract with Cochran
Engineering for Engineering Services. (1st & 2nd Read)
Discussion/Vote.**

First Reading: 10/14/20

Second Reading: 10/14/20

Council Bill No.: 20-29

Ordinance No.: 201014C

AN ORDINANCE

ACCEPTING THE AGREEMENT WITH COCHRAN ENGINEERING FOR ENGINEERING SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS, ON BEHALF OF THE CITY OF WILLARD.

WHEREAS, the City of Willard has made a determination that it would benefit from a Professional Services Agreement for Professional Services to be provided for the City; and

WHEREAS, the City of Willard made a Request for Qualifications for Professional services and Cochran Engineering was selected and awarded the contract for said services to be provided to the CITY on a non-exclusive basis; and

WHEREAS, Cochran Engineering and the City of Willard have agreed to certain benefits which are set forth below; and

WHEREAS, the City of Willard wishes to employ Cochran Engineering primarily on a Time and Expense Contract basis, but in some cases on a lump sum basis, for the term of the above referenced Agreement.

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

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

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

Mayor

ATTEST: _____, City Clerk

Approved as to form: _____, City Attorney

READ TWO TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE _____ DAY OF _____ 2020.

MEMBERS OF THE BOARD OF ALDERMEN: YES NO ABSTAINED

CLARK MCENTIRE

SAMUEL SNIDER

DONNA STEWART

First Reading: 10/14/20

Second Reading: 10/14/20

Council Bill No.: 20-29

Ordinance No.: 201014C

LARRY WHITMAN

SAM BAIRD

2nd READ

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAINED

CLARK MCENTIRE

SAMUEL SNIDER

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made here and entered into this ____ day of _____ 2020, by and between the **City of Willard, Missouri** (hereinafter "CITY") and **SW Missouri Engineering, LLC dba Cochran** (hereinafter "CONSULTANT").

WITNESSETH:

WHEREAS, the CITY, has made a determination that it would benefit from a Professional Services Agreement for Professional Services to be provided for the City; and

WHEREAS, the CITY made a Request for Qualifications for Professional services and CONSULTANT was selected and awarded the contract for said services to be provided to the CITY on a non-exclusive basis; and

WHEREAS, the CONSULTANT and the CITY have agreed to certain benefits which are set forth below; and

WHEREAS, the CITY wishes to employ the CONSULTANT primarily on a Time and Expense Contract basis, but in some cases on a lump sum basis, for the term of the above referenced Agreement.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, is it agreed as follows:

1. **The CITY Will:**

- a. Pay CONSULTANT monthly invoices which itemize services rendered to the CITY, as specified below, within thirty (30) days of the date of the invoice, upon certification by the designated representative of CITY that the services have been rendered.
- b. Provide payment, as invoiced monthly, for all expenses, supplies, photocopying and other costs incurred as a result of this Contract.
- c. Pay CONSULTANT hourly rates for Professional services and expenses at rates as set forth in the rate schedule marked "Exhibit A", attached hereto and incorporated herein by reference as if fully set forth in this paragraph. CONSULTANT may revise "Exhibit A" rates annually at the anniversary date of this Agreement, however the acceptance of said revised rates are subject to City's approval and, if not so approved, shall be cause for the termination of this Agreement as set forth in Paragraph 3.b below.
- d. For Lump Sum projects, pay CONSULTANT on a monthly basis an agreed upon sum based upon the percentage of work completed by the last day of the preceding month.

2. **The CONSULTANT Will:**

- a. Provide Professional services in accordance with the Scope of Services set forth in a document marked "Exhibit B", attached hereto and incorporated herein by reference as if fully set forth in this paragraph.
- b. Not subcontract or assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the CITY and agrees that only those individuals listed in the submitted response to the RFQ work within the agreed upon services.

- c. The PARTIES understand and agree that there may be projects or needs for Professional services which are outside CONSULTANT'S capability, as determined by the CITY, and/or a particular project is required to be bid by State or Federal regulations. Under the foregoing circumstances, CITY and CONSULTANT agree to meet and determine the approach which best meets CITY'S needs which may allow for Professional services to be subcontracted through CONSULTANT or secured through a separate solicitation process. In either event, CONSULTANT shall remain available to assist other consultants as required.
- d. Conflict of Interest: Covenants that CONSULTANT presently has no interest in any contract, business, or otherwise 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.
- e. Non-Discrimination: Agrees in the performance of this contract not to discriminate on the grounds or because of race, creed, color, age, sex, national origin, or ancestry, political affiliation or beliefs, religion or handicap.
- f. Federal Work Authorization Program: CONSULTANT agrees to execute the affidavit, attached hereto, marked "Exhibit C" and incorporated herein as if fully set out in this paragraph, required by Section 285.530 R.S. Mo relating to the Federal Work Authorization Program and to comply with all applicable State and Federal laws relating to unauthorized aliens. CONSULTANT acknowledges that Section 285.530 R.S.Mo, prohibits any business entity or employer from knowingly employing, hiring for employment or continuing to employ an unauthorized alien to perform work within the State of Missouri. CONSULTANT therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530 R.S.Mo and that it will not knowingly employ, hire for employment or continue to employ any unauthorized aliens to perform any of the services contemplated herein and that its employees are lawfully eligible to work in the United States.

3. **The PARTIES Mutually Agree to the Following:**

- a. Term. The contract shall be in effect for a period of two (2) years from the date of this Agreement unless earlier terminated with or without cause or extended as referenced below.
- b. **Termination**. The Agreement may be terminated by either party without cause, upon fourteen (14) days written notice. This agreement may be terminated with cause upon twenty-four (24) hour written notice. In either such event, final payment to the CONSULTANT shall be limited to services provided by the CONSULTANT as of the effective date of said termination. In any event, this Agreement shall terminate automatically upon the termination of funding in the CITY'S budget for this work.
- c. **Just Cause for Termination**. Noncompliance with any portion of the Agreement, or violation of State or Federal laws or City Code, will be just cause for immediate termination of this Contract as set forth in paragraph 3 a. above. Just cause may include any other grounds determined by the CITY to be just cause.
- d. **Documentation Confidentiality**. Any reports, data, or similar information given to or prepared or assembled by the CONSULTANT under this Contract which the CITY

requests to be kept as confidential shall be considered the property of the CITY and shall not be made available to any individual or organization by the CONSULTANT without prior written approval of the CITY. Consultant understands that the reports, data or other information prepared for and delivered to the City may be subject to disclosure under the *Missouri Sunshine Law, Chapter 610, Revised Statutes of Missouri* or other applicable state federal statutes or city ordinances.

- e. **CITY'S Option to Extend.** This Contract may be extended by the CITY, at the CITY'S sole option, beyond the original term, for a fixed term of no more than two (2) years per extension with a limit of three (3) extensions, provided that:
- i. The terms for extension are in writing and submitted by one party to the other at least thirty (30) days prior to the expiration of any term;
 - ii. The extension is executed by the CONSULTANT and the CITY'S authorized representative; and
 - iii. Appropriation of funds is approved and achieved.

4. **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.

5. **Entire Agreement.** This agreement, contain the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereunto, and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date and year herein stated.

**SW MISSOURI ENGINEERING, LLC,
CONSULTANT**

By: Christopher N. Boone, Owner

CITY OF WILLARD, MISSOURI

By: Corey Hendrickson, Mayor

ATTEST:

By: Jennifer Rowe, City Clerk

APPROVED AS TO FORM:

By: City Attorney

EXHIBIT A

Charge-Out Rates



Architecture • Civil Engineering • Land Surveying • Site Development • Geotechnical Engineering • Inspection & Materials Testing

2020 Hourly Fee Schedule

The following is a list of hourly rates for our Fee Service Contracts.
Effective January 1, 2020, these rates will apply to all projects performed on a time and expense basis.

<u>Title</u>	<u>Charge-Out</u>
Principal	\$ 150.00
Managing Engineer	\$ 140.00
Engineer 1	\$ 130.00
Engineer 2	\$ 120.00
Engineer 3	\$ 105.00
Engineer 4	\$ 95.00
Engineer 5	\$ 85.00
Senior Architect	\$ 140.00
Architect 1	\$ 115.00
Architect 2	\$ 105.00
Architect 3	\$ 95.00
Managing Surveyor	\$ 130.00
Surveyor 1	\$ 120.00
Surveyor 2	\$ 110.00
Surveyor 3	\$ 100.00
Senior Manager	\$ 85.00
Secretary	\$ 55.00
Field Manager	\$ 70.00
Inspector	\$ 70.00
Technician	\$ 50.00
MoDOT Certified Technician	\$ 57.50
Drafter/Survey Tech 1	\$ 95.00
Drafter/Survey Tech 2	\$ 85.00
Drafter/Survey Tech 3	\$ 75.00
Drafter/Survey Tech 4	\$ 60.00
One Man Survey Crew	\$ 110.00

Note:

- *Survey Field crew prices will vary depending upon the Survey Tech assigned to the project.
- *Overtime rate of 1.5 times the regular rate will be charged for hours worked after 8 hours per day, Saturdays, Sundays, or Holidays. Said overtime to be pre-approved by the City.
- *Rates subject to change with City approval.

8 East Main Street
Wentzville, MO 63385
Phone: 636-332-4574
Fax: 636-327-0760

737 Rudder Road
Fenton, MO 63026
Phone: 314-842-4033
Fax: 314-842-5957

530A East Independence Drive
Union, MO 63084
Phone: 636-584-0540
Fax: 636-584-0512

534 Maple Valley Drive
Farmington, MO 63640
Phone: 573-315-4810
Fax: 573-315-4811

2804 N. Biagio Street
Ozark, MO 65721
Phone: 417-595-4108
Fax: 417-595-4109

905 Executive Drive
Osage Beach, MO 65065
Phone: 573-525-0299
Fax: 573-525-0298

www.cochraneng.com

Initials_____

EXHIBIT B

Request for Qualifications

CITY OF Willard

REQUEST FOR QUALIFICATIONS: The City of Willard is requesting qualifications from professional engineering firms for municipal engineering services in relation to the duties of City Engineer.

Qualifications are requested for furnishing professional services pertinent to the scope of services outlined below. Qualifications are due on August 14, 2020, no later than 4:00PM. Please submit qualifications in person to Randy Brown at the City of Willard.

PURPOSE AND SCOPE OF PROJECT:

The selected firm(s) will provide personnel to fulfill the duties of the position of City Engineer and to perform other related duties as directed by the City Administrator. Services include, but are not limited to the following:

- Plan Review – Subdivision, Platting, Regulation Compliance, etc.
- Water Systems Engineering – Wells, Towers, Distribution System, reports and studies, etc.
 - Ability to review Willard’s Water Master Plan and consult the City on value-based capacity decisions
 - Knowledge of Tri-State Water Coalition and future water capacity gaps related to the region’s aquifers.
- Wastewater Engineering – Lift Stations, Collection System, Wastewater Treatment, reports and studies, etc.
 - Ability to review and develop compliance programs in line with regulatory pretreatment requirements
 - Ability to review local non-residential users and develop an industrial user survey for stakeholders on Willard’s sewer system.
 - Ability to consume to previous sewer plans and designs and understand locations of future lift stations or treatment facilities
- Stormwater Management – Control, Collection and Conveyance, reports and studies
 - Ability to forecast future regulatory needs related to stormwater management
- Transportation Engineering – Streets, Bridges, Sidewalks, reports and studies
- Architectural – Architecture, Structural, Mechanical and Electrical
- Survey – Boundary, Topographic, Legal, etc.
- Geotechnical – Phase 1 Environmental Assessment, Lead Based Paint and Asbestos Assessment, Geotechnical Investigation
- Construction Services – Construction Staking, Materials Testing, Inspection, etc.

In addition to providing the services of City Engineer, the selected firm may be asked to provide other duties as listed below.

Advisory Services

1. Attendance at meetings of the City Council. The City Engineer shall attend regular Board of Aldermen meetings or work sessions of the Board of Aldermen, as requested.

2. Staff Meetings. The City Engineer shall attend staff meetings with city staff to review projects and provide guidance and direction, as requested.
3. Consultation on City utilities and facilities. The City Engineer shall furnish advice and consultation on the operation, maintenance, and permitting of the City's water distribution system, stormwater drainage system, transportation system, and other City-owned facilities under the direction of the City Administrator.
4. Consultation on development projects/permits. The City Engineer shall review project plans and proposals by private parties, for compliance with City Code, Standards and Specifications, and other applicable requirements. The selected candidate shall meet with residents, contractors, developers, engineers, etc., as requested.

Development Services/Construction Projects

1. Analyze/study improvement projects. The City Engineer will be required to prepare preliminary engineering analysis, cost estimate and feasibility studies for various capital improvements.
2. Prepare contracts for bid. The City Engineer will be requested to prepare detailed plans, specifications, and contract documents for bid for various City construction projects. In addition, the City Engineer will prepare a final cost estimate, and coordinate with other governmental/regulatory agencies as necessary. The City Engineer will assist the City Administrator in any negotiations of acquisitions of any necessary right-of-way or easement.
3. Review bids. The City Engineer shall assist the City in the review of bids submitted for construction, in the selection of qualified contractors and in the inspection of construction work. The City Engineer will provide general supervision of the contractor for City construction projects.

A professional services agreement entered into by and between the City and City Engineer(s) shall specify the scope of included services. The City reserves the right to enter into additional agreements with the City Engineer for specified projects (e.g. the design or construction observation of major public improvements). The City anticipates the negotiation of the scope of services and the format of payment for such services shall be a collaborative undertaking between the City and successful respondent(s).

SUBMITTAL REQUIREMENTS:

The response to this RFQ must be organized according to the following format. Information should be concise and specific to address each request and be limited to a total of 15 pages (single sided). **Please Note**, the Cover Sheet is not included in the page count.

1. Contain a letter of interest (no more than one page long); with Firm Name/Address;
2. Provide the name of each engineer proposed to provide services to the City and the name of the lead engineer who will have the main contact with the City. This individual is expected to remain the responsible engineer throughout the engagement. The lead engineer must be licensed to practice in the State of Missouri, and must have at least five (5) years' experience practicing as an engineer. Experience representing on the behalf of local government(s) is highly desired;
3. The specialized experience and technical competence of the firm with respect to the type of services required;
4. The capacity and capability of the firm to perform the work in question, including specialized services, the ability to respond in a timely manner and on short notice, and the proposed approach to communicating with the City;

5. The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules;
6. The firm's proximity to and familiarity with the City of Willard;
7. Provide at least three references from these organizations including names, contact person, and phone numbers.

SELECTION CRITERIA:

A City review team will evaluate each firm's submission based upon the criteria stated in this Request for Proposal and the ability to execute the services. If necessary, the top firms will be invited to an interview the weeks following the submittal deadline. Following the evaluation process, the team will then select the firm the City considers most qualified and negotiate a fee. The City reserves the right to negotiate modifications to the RFQ it deems acceptable. The City reserves the right to terminate this process in the event it deems the progress towards a contract to be insufficient. Firms will be evaluated in accordance with the weighted criteria listed below.

Criteria Weight:

1. Experience and qualifications	20%
2. Past performance and references	20%
3. Understanding of the City's Needs	20%
4. Location of Firm and Staff Assigned to this Project	15%
5. Overall Ability to Execute Services	25%

REQUIREMENTS:

A Statement of Qualification Package shall:

- Be submitted to Randy Brown at the City of Willard
- Be sealed and clearly marked "**Statement of Qualifications for Professional Services**";
- Include one (1) bound copy of the Statement of Qualifications; and
- Include one (1) CD with a single PDF file containing an exact copy of the bound Statement of Qualifications with PDF file size not exceeding 5MB.

PROCEDURE INFORMATION:

- Submittals received after the deadline may not be considered.
- The City reserves the right to reject any and all submissions that the City determines do not meet the intent of these requirements and to waive defects in form or irregularities where the best interest of the City would be served.
- Respondent must bear all costs associated with submittal including preparation, copying, postage, and delivery costs. The City will not be responsible for any costs or expenses incurred by person or organizations attempting to respond to this Request for Qualifications.
- The City retains the right to cancel this solicitation at any time. If this solicitation is cancelled, all submittals received in response to this Request for Qualifications will be rejected.
- The City shall be under no obligation to return any materials submitted in response to this Request for Qualifications.

(End of RFQ)

EXHIBIT C

Federal Work Authorization Program

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the SW Missouri Engineering, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

Company ID Number: 1218082

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 1218082

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1218082

Approved by:

Employer SW Missouri Engineering, LLC	
Name (Please Type or Print) Jill Elbert	Title
Signature Electronically Signed	Date 08/01/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/01/2017



Company ID Number: 1218082

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	SW Missouri Engineering, LLC
Company Facility Address	2804 N. Biagio Street Ozark, MO 65721
Company Alternate Address	530A East Independence Drive Union, MO 63084
County or Parish	CHRISTIAN
Employer Identification Number	822087027
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1



Company ID Number: 1218082

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MISSOURI

1 site(s)



Company ID Number: 1218082

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Jill Elbert
Phone Number (417) 595 - 4108
Fax Number (417) 595 - 4109
Email Address jill@cochraneng.com



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CITY OF WILLARD, MISSOURI

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



Agenda Item# 9

Ordinance accepting the contract with REJIS for Records Management for the Police Department. (1st & 2nd Read) Discussion/Vote.

\First Reading: 10/14/20

Second Reading: 10/14/20

Council Bill No.: 20-30

Ordinance No.: 201014D

AN ORDINANCE

ACCEPTING THE AGREEMENT WITH REJIS FOR RECORDS MANAGEMENT FOR THE WILLARD POLICE DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS ON BEHALF OF THE CITY OF WILLARD.

WHEREAS, the Willard Police Department has determined the need for a Records Management System; and

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

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

Section 1: That the Mayor, on behalf of the City of Willard, Missouri is hereby authorized to accept the agreement of REJIS, 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.

Read two times and passed at meeting: _____.

Approved as to form: _____
Ken Reynolds, City Attorney

Attested by:

Approved by:

Jennifer Rowe, City Clerk

Corey Hendrickson, Mayor

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
_____ CLARK MCENTIRE	_____	_____	_____
_____ SAMUEL SNIDER	_____	_____	_____
_____ DONNA STEWART	_____	_____	_____
_____ LARRY WHITMAN	_____	_____	_____
_____ SAM BAIRD	_____	_____	_____

2ND READ:

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAINED

CLARK MCENTIRE

SAMUEL SNIDER

DONNA STEWART

LARRY WHITMAN

SAM BAIRD



REJIS Commission
 4255 W Pine Blvd
 Saint Louis MO
 63108
 (314) 535-1950

Proposal

#739

Customer: 31504 Willard Police Department

Prepared for:

Willard Police Department
 795 Hughes
 Willard MO 65781
 United States

TOTAL

\$2,993.00

Expires: 1/6/2021

Date	Client Service Rep:			
10/8/2020	Stefan Smith			
Quantity	Item	FRQ	Rate	Amount
1	CR-0001 CARE Setup Charge	OTO	\$255.00	\$255.00
14	CR-0004 CARE Subscription Per Commissioned Officer	ANN	\$50.00	\$700.00
16	WN-0067 VPN Connection - Client Based VPN Connection Lic (per user)	OTO	\$8.00	\$128.00
16	WN-0068 VPN Connection - Client Based VPN Connection Main (per user)	ANN	\$35.00	\$560.00
15	SV-037 IT - WAN/LAN Support	OTO	\$90.00	\$1,350.00
Hours for labor are ESTIMATES ONLY. Agencies will be billed for the actual number of hours worked on this project or service.				
			Subtotal	\$2,993.00
			Tax (0%)	\$0.00
			Total	\$2,993.00

Frequency information is provided to assist the customer in determining ongoing costs.

Frequency Codes:

OTO - One Time Only MTH - Monthly QTR - Quarterly SA - Semi Annually ANN - Annually



739



REJIS Commission
4255 W Pine Blvd
Saint Louis MO
63108
(314) 535-1950

Proposal

#739

Customer: 31504 Willard Police
Department

Proposal Notes:

REJIS Mobile Services

REJIS is to provide the Willard MO Police Department (Agency) VPN access on 7 desktop computers for 16 users.

Network services labor does not include any on site services. The Agency 's IT provider to address any on site issues; any costs associated with on-site services are the responsibility of the Agency.

The Agency to provide acceptable internet connectivity and pay associated costs. All Terminal(s) must have a static IP address.

All Terminal(s) must be in a secure location and anyone with un-escorted access to terminal(s) area must pass a fingerprint background check.

The Department will comply with all CJIS, MULES, and REJIS security requirements.

The Agency agrees to the access standards and protocols as defined in the REJIS Law Enforcement Services Access Agreement.

REJIS will retain ownership of the developed software and will make it available to any/all regional government entity (entities) that can utilize this capability. REJIS retains title and all copyrights, trade secrets, and intellectual property rights to the software. The Agency agrees that the software will not be disclosed, given, sold to, or used by another party without approval of REJIS.

REJIS warrants that the software or services shall substantially perform in accordance with software specifications. REJIS will use its best effort to promptly correct any malfunction. REJIS does not make any other warranties, expressed or implied, nor does REJIS warrant the operation of the software will be uninterrupted or error-free.

REJIS and the Agency agree that throughout the term of this Agreement, it may become necessary to develop various system enhancements or interfaces that require application development work to meet the specific needs of Agency. If the Agency requests REJIS to develop and implement any future system enhancements or interfaces that are not included in the partnership agreement, the mutually agreed upon terms, conditions, and fees shall be negotiated under a separate agreement.

Background

CARE

As authorized in St. Louis County Ordinance No. 26,663, the Cooperative Application Services Agreement between the REJIS Commission (REJIS) and St. Louis County (County): The inclusion of Computer Assisted Report Entry (CARE), Case Management, and Heads Up Display (HUD) applications will be offered in the criminal justice suite of tools to support criminal justice agencies.



The Willard MO Police Department (Agency) and REJIS are entering into an Agreement for the use of CARE for up to 10 commissioned officers. Additional officers can be added at \$50.00 per officer per year.

REJIS Training Division will provide the necessary training to designated officials of the Agency in the operation of the CARE system. If on-site training needs exceed the standard 1-day basic training session, and the agency is outside of the St. Louis metropolitan area, a training cost of \$300 per day will be applied to cover travel, meal and/or accommodation costs. As always, REJIS provides free training at headquarters, 4255 West Pine, St. Louis, MO 63108, or by on-line means.

Any unauthorized use or disclosure of CARE data or maps generated by other cities or agencies, by the Agency or agents of the Agency, without written authorization from the entering agency is prohibited and will be cause for termination of this Agreement.

The Agency is responsible for the following:

1. The Agency is required to have a connection to REJIS. The Agency is responsible for the cost of the connection to REJIS.
2. If the Agency is within St. Louis County, the entering of all police reports into CARE will satisfy RSMo 66.200, which requires exact copies of municipal police reports for all felonies and misdemeanors be transmitted to St. Louis County immediately after the information is obtained by the City/Agency
3. Police reports are to be entered directly into the CARE system by personnel from the Agency.
4. The review and approval of CARE generated police reports are the responsibility of the Agency.
5. The sending/cancellation of computer teletype messages and/or the entering/cancellation of REJIS entries will be the responsibility of the Agency.

The Agency will provide the computer hardware and any equipment necessary to network to the CARE system. REJIS offers technical support for the service. Procurement of related supplies such as, but not limited to, paper, printer supplies, etc., will be at the expense of the Agency. Remote access to these systems is conditional on the information being used solely and expressly for entering, reviewing, approving, modifying or printing only that data or those reports which originated from the Agency or its officers. Reviewing, approving, modifying or printing data or reports originated by any other governmental agency contracting with REJIS/ County by the Agency or agents of the Agency without written authorization from the entering agency is prohibited and will be cause for immediate termination of this Agreement.

For maintenance and enhancement purposes, St. Louis County shall have access to the Agency's CARE information.

REJIS shall facilitate the access of CARE information for administrative purposes, serving as the intermediary.

The parties expressly recognize and agree that special circumstances and needs may arise which may require adjustments in terms of personnel and services provided and the additional cost related thereto. The parties agree to negotiate suitable ancillary addendums to this Agreement.

Either party may terminate this Agreement at any time by giving the other party ninety (90) days prior written notice.

General Notes:

- Prices for REJIS software and services are valid for 90 days from the proposal date.
- If quotes from vendors for hardware/software requests are part of this proposal, the final price may fluctuate and will be adjusted accordingly during the billing process.



- Hours for labor are ESTIMATES ONLY. Agencies will be billed for the actual number of hours worked on this project or service.
- All agencies that access REJIS services must meet anti virus and NCIC/CJIS security requirements.
- For custom code developed by REJIS, the following statement applies. "As implied under the REJIS operating charter to support regional government entities, REJIS will retain ownership of the developed software and will make it available to any/all regional government entity(ies) that can utilize this capability. REJIS retains title to all copyrights, trade secrets, and intellectual property rights to the software. The Agency agrees that the software shall not be disclosed, given, sold to, or used by another party without written approval of REJIS".
- Please contact your Client Services Representative with any questions.





REJIS Commission
4255 W Pine Blvd
Saint Louis MO
63108
(314) 535-1950

Proposal

#739

Customer: 31504 Willard Police
Department

Signature Page:

Customer Approval:

Signature: _____

Print Name: _____

Title: _____

Date: _____

REJIS Approval:

Signature: *Dan Isom* _____

Print Name: Dr. Daniel Isom _____

Title: Executive Director _____

Date: 10/8/2020 _____



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/Update on the City and School policing MOU.

MEMORANDUM OF UNDERSTANDING

**BETWEEN WILLARD R-II SCHOOL DISTRICT AND THE CITY OF WILLARD,
MISSOURI**

This Memorandum of Understanding ("MOU"), is entered into by and between the Willard R-II School District (the "District") and the City of Willard, Missouri (the "Police Department") for the purpose of establishing a cooperative relationship for the enforcement of laws relating to crimes committed on school premises, at school activities, and on school buses. The parties acknowledge and agree that this MOU is a cooperative effort among the public agencies named herein to facilitate a clear understanding for the handling of school-related incidents. This MOU is intended to serve as a memorandum of understanding as contemplated in §162.215, RSMo.

WITNESSETH:

- A. The District has hired an employee to serve as a School Resource Officer ("SRO") within the District.
- B. The District and the Police Department desire for this MOU to guide and direct the District's School Resource Officer Program.

NOW, THEREFORE, in consideration of the agreements and undertakings set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the District and Police Department agree to the following understanding:

I. AUTHORITY OF THE PARTIES

- A. In accordance with § 162.215, RSMo, the District has authorized and commissioned an SRO to enforce laws relating to crimes committed:
 - on District premises/property;
 - at District activities; and
 - on school buses operating within the District.
- B. The SRO shall be a licensed peace officer, as defined in §590.010, RSMo, and shall comply with the provisions of Chapter 590. The powers and duties of a peace officer shall continue throughout the SRO's tenure as a School Resource Officer. The SRO will carry a firearm as part of normal duties of a peace officer while on District property, buses and at school functions within the purview of this MOU.
- C. The SRO may conduct any justified stop on school property and enforce any local violation that occurs on school grounds.
- D. The SRO shall have the authority to stop, detain, and arrest for crimes detailed above.
- E. All crimes involving any sexual offense or any felony involving the threat or use of force shall remain under the authority of the local jurisdiction(s) where the crime occurs.

- F. The SRO shall abide by District's Board Policies, Regulations, and Procedures and all terms and conditions defined within this MOU. The SRO shall consult with and coordinate activities through the District superintendent or the superintendent's designee.
- G. The parties acknowledge and agree that this MOU does not grant the SRO statewide arrest authority.

II. RESPONSIBILITIES OF THE DISTRICT AND POLICE DEPARTMENT

- A. The District will be responsible for the hiring, supervision, and training of, and all personnel matters relating to, the SRO as a District employee.
- B. At times, District's SRO may request assistance from the Police Department to investigate crimes that do not involve District students, would constitute a felony that the SRO may not be equipped to investigate, or would place an exceptional burden on the District. In such instances, the Police Department shall use best reasonable efforts to render such assistance.
- C. The SRO will use report numbers generated under the Police Department's Greene County Communications Computer-aided Dispatch (CAD) identifier. Each school officer generating a Police Department case number through CAD will request a notation clearly identifying the CAD entry as a District SRO event.
- D. The SRO will use only 1630 series radio numbers, i.e. 1630, 1631 and 1632. Any additional SRO officer positions in the District will be assigned a 1630 series radio number using the next number in sequence.
- E. The SRO may at any time request the use of the Police Department's MULES operator and terminal for various functions, including but not limited to criminal investigations, investigations into stolen property, and warrant checks.
- F. The SRO may also use the Police Department's evidence storage facility.

III. MISCELLANEOUS TERMS

- A. **ASSIGNMENT.** This MOU shall not be assigned or subcontracted in whole or part by any party without prior written consent of all parties.
- B. **COMPLIANCE WITH LAWS.** All parties shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.
- C. **GOVERNING LAW.** This MOU shall be construed in accordance with and governed by the laws of the State of Missouri.

- D. RELATIONSHIP OF PARTIES. The parties hereto, in the performance of this MOU, shall not act as agents, employees, partners, joint ventures, or associates of one another and shall not be construed as the employees or agents of the other party for any purpose whatsoever.
- E. NON-DISCRIMINATION. Each party agrees that it will not discriminate based on race, color, religion, sex, disability, or national origin, or on any other basis as prohibited by law.
- F. TERM AND TERMINATION. The term of this MOU shall be from the date of execution to December 31, 2020. Thereafter, the MOU shall renew annually unless terminated by either party. This MOU may be terminated by any party whenever, for any reason, such party determines the termination is in its best interest. Termination shall be effected by delivery to the other party of a written Termination Notice at least thirty (30) days prior to the termination effective date.
- G. APPROPRIATION OF FUNDS. All obligations of the parties under this MOU which require the expenditure of funds are conditional upon the availability of funds budgeted and appropriated for that purpose.
- H. NO WAIVER OF IMMUNITY. In no event shall the language of this MOU constitute or be construed as a waiver or limitation of any party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.
- I. ENTIRE AGREEMENT. This MOU constitutes the entire agreement between the parties. This MOU expressly revokes any prior understandings, agreements, or representations, oral or written, of the parties.
- J. MODIFICATION. This MOU may not be modified, supplemented, or amended, in any manner, except by written agreement signed by the parties.
- K. NOTICE. When any notice or statement of other communication is required under this MOU, it shall be sent to the following addresses, unless otherwise specifically advised:

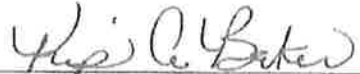
To the District:
Willard R-II School District
Attn: Superintendent of Schools
500 East Kime Street
Willard, Missouri 65781

To the Police Department:
City of Willard
Attn: Chief of Police

224 West Jackson
PO Box 187
Willard, Missouri 65781

IN WITNESS THEREOF, the parties have caused this MOU to be signed by their duly authorized officers.

DATE: 3/24/2020




PRESIDENT, BOARD OF EDUCATION
Willard R-II School District

DATE: 3/24/2020



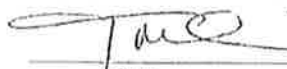
SECRETARY, BOARD OF EDUCATION
Willard R-II School District

DATE: 3/23/2020



Mayor
City of Willard, Missouri

DATE: 3/23/2020



Chief of Police
City of Willard, Missouri