

# **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**

**November 13, 2023**

**7:00 p.m.**

**Willard City Hall**

**224 W. Jackson St.**

#### **Mayor**

**Sam Baird**

#### **Board Members**

**Troy Smith - Mayor Pro-Tem**

**David Keene**

**Landon Hall**

**Scott Swatosh**

**Casey Biellier**

**Joyce Lancaster**

[www.cityofwillard.org](http://www.cityofwillard.org)

# CITY OF WILLARD, MISSOURI

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



Agenda Item #2

## Agenda Amendments/Approval of Agenda

**CITY OF WILLARD  
BOARD OF ALDERMEN  
WORK STUDY AND REGULAR MEETING  
November 13, 2023  
5:30 P.M. and 7:00 p.m.**

Posted November 8, 2023, 4:27 p.m.

Notice is hereby given that the City of Willard, Missouri, Board of Aldermen will conduct a Work Study at **5:30 p.m.** November 13, 2023, followed by the Regular Meeting at **7:00 p.m.** at the Willard City Hall, 224 W. Jackson St., Willard, MO.

**WORK STUDY**

- 1. Discussion of the proposed 2024 Budget.**

**REGULAR SESSION**

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 the Regular Meeting October 23, 2023
  - b. October/November 2023 Outstanding Invoices, Checks and Draft paid Invoices
  - c. Department Head Reports
- 4. Discussion/Vote on Current Outstanding Invoices, Draft and Check Paid Invoices for October/November 2023.**
  - 5. Citizen Input**

6. **Discussion/Vote to appoint members to the Planning and Zoning Commission.**
  1. Terry Kathcart
  2. David Kinsman
7. **Discussion/Vote on Request for Proposal for a City Attorney and Prosecuting Attorney.**
8. **Discussion/Vote to change authorized signers on the Court checking account.**
9. **Discussion/Vote to change authorized signers on the General Pooled Fund checking account.**
10. **Discussion/Vote on Employee Medical Insurance proposal.**
11. **Discussion/Vote on Ordinance to amend Section 110.030 Hours of Meetings of the Willard Municipal Code. (1<sup>st</sup> & 2<sup>nd</sup> Read)**
12. **Discussion of changes to Section 120.040 Notices of Meetings of the Willard Municipal Code.**
13. **Discussion/Vote on Ordinance for a contract agreement with Quadient Leasing USA, Inc. for the Folding/Inserter machine. (1<sup>st</sup> & 2<sup>nd</sup> Read)**
14. **Discussion/Vote on Ordinance for a contract agreement with Decker & DeGood, PC for auditing services. (1<sup>st</sup> & 2<sup>nd</sup> Read)**
15. **Discussion/Vote to approve a Work Authorization to CJW, Inc. for Engineering of Jackson Street Overlay.**
16. **Discussion/Vote to approve a Work Authorization to Allgeier, Martin, and Associates Inc. for Design Engineering Services for the Connection of the Meadows to the City of Springfield.**
17. **Sanitary Sewer Projects Status Report**
18. **New Business**
19. **Unfinished Business**
20. **Recess Open Session**

**21. Open Executive Session**

**22. Close Executive Session**

**23. Adjourn Meeting**

THE TENTATIVE AGENDA SHOWS THIS MEETING CLOSED PURSUANT TO RSMO SECTION 610.021 (# 1) LEGAL, AND SECTION 610.021 (# 3 AND # 13) PERSONNEL.

IF YOU HAVE SPECIAL NEEDS WHICH REQUIRE ACCOMMODATION, PLEASE NOTIFY THE CITY PERSONNEL AT CITY HALL. ACCOMMODATION 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.

Dona Slater  
City Clerk



## Consent Agenda Item #3

"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 the Regular Meeting October 23, 2023
- b. October/November 2023 Outstanding invoices, check and draft paid invoices
- c. Department Head Reports

**CITY OF WILLARD, MISSOURI**

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Consent Agenda Item #3a

**Minutes from the Regular Meeting October 23, 2023**

CITY OF WILLARD  
BOARD OF ALDERMEN  
REGULAR MEETING  
October 23, 2023  
7:00 p.m.

Staff present: Director of Public Works, Justin Sorgen; Police Officer JD Landon; Project Engineer, Steve Bodenhamer; Director of Finance, Carolyn Halverson; Director of Parks and Rec, Jason Knight; Economic Development Director, Greg Williams; and City Clerk, Dona Slater.

City Attorney Ken Reynolds was present.

Citizens in attendance: Steve Cobb, Megan Applegate, Angie Wilson, Marta Mize, Jake Spinder, Jim Vaughn, Larry Whitman, Bradley Mowell, Mark Lancaster, Joyce Lancaster, and Debbie Ihrig.

**Call to Order.**

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

**Roll Call.**

The City Clerk conducted the Roll Call.

Alderman Smith-present; Alderman Baird-present; Alderman Keene-present; Alderman Hall-present; Alderman Swatosh-present; Mayor Snider-present; Alderman Hendrickson-not present.

**Agenda Amendments/Agenda Approval.**

Alderman Baird said agenda item 10 needs to be amended because it needs a Resolution to amend the budget. City Attorney Ken Reynolds will draft the Resolution.

Motion was made by Alderman Baird and seconded by Alderman Keene to amend item 10 for a Resolution. Motion carried with a vote of 5-0. Voting aye: Aldermen Baird, Smith, Hall, Keene, and Swatosh.

Alderman Baird asked to scratch items 8 and 9 from the agenda.

Motion was made by Alderman Smith and seconded by Alderman Hall to remove these two agenda items. Motion carried with a vote of 5-0. Voting aye: Aldermen Baird, Smith, Hall, Keene, and Swatosh.

Mayor Snider said there was no vote taken to hold an Impeachment Hearing. He requested to add an official vote to the agenda. No motion was made.

Motion was made by Alderman Smith and seconded by Alderman Hall to approve the Agenda with the amendments.

Motion carried with a vote of 5-0. Voting aye: Aldermen Baird, Smith, Hall, Keene, and Swatosh.

**Consent Agenda.**

Motion was made by Alderman Smith and seconded by Alderman Hall to approve the Consent Agenda. Motion carried with a vote of 5-0. Voting aye: Aldermen Baird, Smith, Hall, Keene, and Swatosh.

**Discussion/Vote on current Outstanding Invoices, Draft and Check Paid Invoices for September/October 2023.**

Motion was made by Alderman Hall and seconded by Alderman Keene to approve the current outstanding invoices, and draft and check paid invoices for September 2023, and October 2023.

Motion carried with a vote of 5-0. Voting aye: Aldermen Baird, Smith, Hall, Keene, and Swatosh.



**Citizen Input.**

Megan Applegate – 721 Colby St. – said she has questions. She said there was no item on any agenda to hire a City Administrator and doesn't know how the Aldermen were able to hire someone without any discussion or vote. She feels the Mayor is not held to the same standards as the Aldermen.

Angie Wilson – Ridgeview Dr. – She is requesting the Aldermen to withdraw the Impeachment Letter. She said even if the allegations are true, they still are not reasons for impeachment. She said the City Administrator job is posted on the City's website. She is requesting the Mayor and Aldermen to work together.

**Economic Development Update presented by Greg Williams, Economic Development Director.**

Mr. Williams said what we are trying to achieve in Willard are jobs and revenue. He is working on projects he believes will develop business assistance. He stated the sales tax "leakage" is considerable. Residents drive to Springfield every day due to a lack of commerce in Willard. We need an analysis of sales tax leakage. We need to know what the citizens want and need. He said marketable real estate is becoming available and opportunity exists. Retail must be encouraged for sales tax revenue.

**Discussion/Vote to Re-Appoint Troy Winingear to the Park Board.**

Jason Knight, Director of Parks and Rec, said Mr. Winingear has served on the Park Board for the last 3 years and is a valuable member. He asks the Board of Aldermen to re-appoint Mr. Winingear for another 3 years.

Motion was made by Alderman Baird and seconded by Alderman Hall to re-appoint Troy Winingear to the Park Board for a term of three years.

Motion carried with a vote of 5-0. Voting aye: Aldermen Smith, Hall, Swatosh, Keene, and Baird.

**Discussion/Vote to amend the 2023 Budget for the Willard Inclusive Playground Project.**

Mr. Knight stated that because of the grant cycle the budget needs to be amended to bring it in line for him to make the down payment for the equipment and installation. Carolyn Halverson, Director of Finance, said we are hoping to get grants for two hundred fifty thousand dollars (\$250,000) by the end of the year, but if not, we need to move to the 2024 Budget. Mr. Reynolds said we need a Resolution to transfer the money from the General Revenue Fund to the Park Fund. He will draft the Resolution and send it to us tomorrow.

Motion was made by Alderman Baird and seconded by Alderman Smith to amend the 2023 Budget, with a Resolution, for the Willard Inclusive Playground Project.

Motion carried with a vote of 5-0. Voting aye: Aldermen Swatosh, Keene, Hall, Baird, and Smith.

**Discussion/Vote on approval of payment to Park and Play Structures for Inclusive Playground Project**

Mr. Knight said he has received an invoice and will secure the pricing agreement pending the Resolution to amend the 2023 Budget.

Motion was made by Alderman Smith and seconded by Alderman Hall to approve the payment to Park and Play Structures for the Inclusive Playground Project.

Motion carried with a vote of 5-0. Voting aye: Aldermen Keene, Swatosh, Hall, Smith, and Baird.

**Discussion/Vote to accept the bid for Auditing Services**

Ms. Halverson said she received two bids from vendors. She recommends the bid from Decker & DeGood. Their bid came in lower than KPM. She said both companies have good reputations.

Motion was made by Alderman Smith and seconded by Alderman Hall to accept the bid from Decker & DeGood for auditing services.

Motion carried with a vote of 5-0. Voting aye: Aldermen Swatosh, Smith, Hall, Keene, and Baird.

**Discussion/Vote to accept the bid for the Folder-Insertor Machine.**

Ms. Halverson said this was a state bid. Our current lease will end the first of next year. We can get the new equipment now but still finish out the old lease. She recommends going with Quadient Leasing USA Inc.

Motion was made by Alderman Smith and seconded by Alderman Baird to accept the bid from Quadient Leasing USA Inc. for a Folder-Insertor Machine.

Motion carried with a vote of 5-0. Voting aye: Aldermen Hall, Smith, Baird, Keene, and Swatosh.

**Discussion/Vote to accept the bid for financing a Mini Excavator and Track Loader.**

Ms. Halverson received several bids and recommends going with Clayton Holdings, LLC, an equity subsidiary of Commerce Bank, for a forty-seven (47) month term for the new equipment.

Motion was made by Alderman Hall and seconded by Alderman Smith to accept the bid from Clayton Holdings, LLC, an equity subsidiary of Commerce Bank, to finance a Mini Excavator and Track Loader.

Motion carried with a vote of 5-0. Voting aye: Aldermen Swatosh, Smith, Keene, Hall, and Baird.

**Ordinance authorizing a loan between the City of Willard, Missouri and Clayton Holdings, LLC to finance the purchase of a Mini Excavator and Track Loader. (1<sup>st</sup> & 2<sup>nd</sup> Read) Discussion/Vote.**

Ms. Halverson said it is important to do this timely. The bid and equipment will only be held this week. If we wait it could cost more.

The first read was conducted by the City Clerk.

Motion was made by Alderman Baird and seconded by Alderman Keene to approve the Ordinance authorizing a loan between the City of Willard, Missouri and Clayton Holdings, LLC, an equity subsidiary of Commerce Bank, to finance the purchase of a Mini Excavator and Track Loader.

Motion carried with a vote of 5-0. Voting aye: Aldermen Hall, Swatosh, Keene, Baird, and Smith.

The second read was conducted by the City Clerk.

Motion was made by Alderman Keene and seconded by Alderman Hall to approve the Ordinance authorizing a loan between the City of Willard, Missouri and Clayton Holdings, LLC, an equity subsidiary of Commerce Bank, to finance the purchase of a Mini Excavator and Track Loader.

Motion carried with a vote of 5-0. Voting aye: Aldermen Hall, Swatosh, Keene, Baird, and Smith.

**Ordinance accepting the agreement with Allgeier, Martin and Associates, Inc. for Professional Engineering Services under the requirements of Community Grants Project Funding Program of the FY2023 Consolidated Appropriations Act. (1<sup>st</sup> & 2<sup>nd</sup> Read) Discussion/Vote.**

Steve Bodenhamer, Project Engineer, said this Ordinance is needed for the design and improvements of the "94" Lift Station. It recites how we got here and authorizes him to execute the agreement. The project will go in to 2025. He said there is one change that will be made to the contract.

The first read was conducted by the City Clerk.

Motion was made by Alderman Hall and seconded by Alderman Smith to approve the Ordinance accepting the agreement with Allgeier, Martin and Associates, Inc. for Professional Engineering Services under the requirements of Community Grants Project Funding Program of the FY2023 Consolidated Appropriations Act.

Motion carried with a vote of 5-0. Voting aye: Aldermen Hall, Swatosh, Keene, Baird, and Smith.

The second read was conducted by the City Clerk.

Motion was made by Alderman Hall and seconded by Alderman Baird to approve the Ordinance accepting the agreement with Allgeier, Martin and Associates, Inc. for Professional Engineering Services under the requirements of Community Grants Project Funding Program of the FY2023 Consolidated Appropriations Act.

Motion carried with a vote of 5-0. Voting aye: Aldermen Hall, Smith, Baird, Keene, and Swatosh.

**Sanitary System Projects Status Report**

Steve Bodenhamer, Project Engineer, gave an update on the Community Funding Partnership (94 Lift Station and Force Main). He said the Work Plan calls for financing of the “City Match” no later than April 30, 2024. Discussions are being held regarding the issuance of additional certificates of participation (COP). He had a teleconference with the Environmental Protection Agency (EPA) to discuss compliance with the federal civil rights standards for federal funding. He entered into a 180-day agreement with the EPA regarding this issue. Allgeier, Martin and Associates, Inc. is preparing an engineering cost proposal for the Meadows Connection to the City of Springfield Project.

**New Business.**

None.

**Unfinished Business.**

None.

**Close Open Session.**

Motion was made by Alderman Hall and seconded by Alderman Smith to Close the Open Session. Motion carried with a vote of 5-0. Voting aye: Aldermen Baird, Hall, Swatosh, Keene, and Smith.

The Open Session was closed at 8:08 p.m.

**Open Executive Session.**

Motion was made by Alderman Smith and seconded by Alderman Smith to Open the Executive Session. Motion carried with a vote of 5-0. Voting aye: Aldermen Hall, Smith, Baird, Keene, and Swatosh.

Mayor Snider called the Executive Session to order at 8:14 p.m.

**Close the Executive Session.**

Motion was made by Alderman Smith and seconded by Alderman Hall to Close the Executive Session. Motion carried with a vote of 5-0. Voting aye: Aldermen Hall, Smith, Keene, Swatosh, and Baird.

The Executive Session was closed at 8:32 p.m.

**Adjourn Meeting.**

Motion was made by Alderman Hall and seconded by Alderman Keene to Adjourn the meeting. Motion carried with a vote of 5-0. Voting aye: Aldermen Swatosh, Smith, Hall, Keene, and Baird.

The meeting Adjourned at 8:33 p.m.

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Dona Slater, City Clerk

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Sam Baird, Mayor

**CITY OF WILLARD  
BOARD OF ALDERMEN**



**AGENDA ITEM #3b  
FINANCE DEPARTMENT**

**ACTION REQUIRED: APPROVAL REQUESTED**

- October 2023/November 2023 Outstanding Invoices
- October 2023/November 2023 Check Paid Invoices  
and Draft Paid Invoices



# Expense Approval Report 1

By Vendor Name

Post Dates 10/26/2023 - 11/8/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: AEL100 - ACCURATE ELECTRIC LLC</b>					
ACCURATE ELECTRIC LLC	78044	11/08/2023	STARTER FOR SEWER JETTER REPAIR - S	20-700-71100	265.95
<b>Vendor AEL100 - ACCURATE ELECTRIC LLC Total:</b>					<b>265.95</b>
<b>Vendor: REP425 - ALLIED SERVICES, LLC</b>					
ALLIED SERVICES, LLC	0394-007397564	11/08/2023	RECYCLE CENTER-S	20-700-57200	104.06
ALLIED SERVICES, LLC	0394-007397870	11/08/2023	RECYCLE CENTER EXP-S	20-700-57200	364.50
ALLIED SERVICES, LLC	0394-007399167	11/08/2023	TRASH EXP-ALL	10-100-62300	75.00
ALLIED SERVICES, LLC	0394-007399167	11/08/2023	TRASH EXP-ALL	10-200-62300	50.00
ALLIED SERVICES, LLC	0394-007399167	11/08/2023	TRASH EXP-ALL	20-600-62300	170.17
ALLIED SERVICES, LLC	0394-007399167	11/08/2023	TRASH EXP-ALL	20-700-62300	170.18
ALLIED SERVICES, LLC	0394-007399167	11/08/2023	TRASH EXP-ALL	30-800-62300	551.91
<b>Vendor REP425 - ALLIED SERVICES, LLC Total:</b>					<b>1,485.82</b>
<b>Vendor: BVM100 - AMERICAN TRAILER &amp; STORAGE, INC.</b>					
AMERICAN TRAILER & STORA	212242	11/08/2023	STORAGE CONTAINER RENTALS - PKS	30-800-55850	305.00
AMERICAN TRAILER & STORA	212243	11/08/2023	STORAGE CONTAINER RENTAL - STS/W/S	10-300-55850	15.00
AMERICAN TRAILER & STORA	212243	11/08/2023	STORAGE CONTAINER RENTAL - STS/W/S	20-600-55850	30.00
AMERICAN TRAILER & STORA	212243	11/08/2023	STORAGE CONTAINER RENTAL - STS/W/S	20-700-55850	30.00
AMERICAN TRAILER & STORA	212244	11/08/2023	STORAGE CONTAINER RENTAL - PKS	30-800-55850	115.00
<b>Vendor BVM100 - AMERICAN TRAILER &amp; STORAGE, INC. Total:</b>					<b>495.00</b>
<b>Vendor: APAC100 - APAC CENTRAL, INC</b>					
APAC CENTRAL, INC	7001956674	11/08/2023	FOR PATCH ON MILLER & JEB INTERSECTION - STS	10-300-51000	564.85
<b>Vendor APAC100 - APAC CENTRAL, INC Total:</b>					<b>564.85</b>
<b>Vendor: APM100 - APPLE MARKET</b>					
APPLE MARKET	10-31-23	11/08/2023	BOTTLED WATER - STS/W/S	10-300-50130	68.48
APPLE MARKET	10-31-23	11/08/2023	BOTTLED WATER - STS/W/S	20-600-50130	136.97
APPLE MARKET	10-31-23	11/08/2023	BOTTLED WATER - STS/W/S	20-700-50130	136.97
<b>Vendor APM100 - APPLE MARKET Total:</b>					<b>342.42</b>
<b>Vendor: CRC200 - BIG BEAR SHREDDING</b>					
BIG BEAR SHREDDING	27203	11/08/2023	SHREDDING FEES-GEN	10-100-56400	58.56
<b>Vendor CRC200 - BIG BEAR SHREDDING Total:</b>					<b>58.56</b>
<b>Vendor: BRI200 - BRINC DRONES INC</b>					
BRINC DRONES INC	20231005-192827042	11/08/2023	BALL, PROTECT & DATA PLAN LAW	10-200-52000	3,300.00
<b>Vendor BRI200 - BRINC DRONES INC Total:</b>					<b>3,300.00</b>
<b>Vendor: BUS180 - BUS ANDREWS TRUCK EQUIPMENT INC</b>					
BUS ANDREWS TRUCK EQUIP	W 84183	11/08/2023	EQUIP/INSTL SNOW PLOW & SALT SPREADER-STS	10-300-95500	14,995.00
BUS ANDREWS TRUCK EQUIP	W 84184	11/08/2023	SNOW PLOW/INSTL & INSTL SALT SPREADER-STS	10-300-95500	3,900.00
<b>Vendor BUS180 - BUS ANDREWS TRUCK EQUIPMENT INC Total:</b>					<b>18,895.00</b>
<b>Vendor: CFS100 - CANON FINANCIAL SERVICES, INC</b>					
CANON FINANCIAL SERVICES,	31498500	11/08/2023	COPIER LEASE-ALL	10-100-55850	32.94
CANON FINANCIAL SERVICES,	31498500	11/08/2023	COPIER LEASE-ALL	10-200-55850	68.28
CANON FINANCIAL SERVICES,	31498500	11/08/2023	COPIER LEASE-ALL	10-250-55850	5.49
CANON FINANCIAL SERVICES,	31498500	11/08/2023	COPIER LEASE-ALL	10-400-55850	5.49
CANON FINANCIAL SERVICES,	31498500	11/08/2023	COPIER LEASE-ALL	20-600-55850	32.94

Expense Approval Report 1

Post Dates: 10/26/2023 - 11/8/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CANON FINANCIAL SERVICES,	31498500	11/08/2023	COPIER LEASE-ALL	20-700-55850	32.94
CANON FINANCIAL SERVICES,	31498500	11/08/2023	COPIER LEASE-ALL	30-800-55850	68.32
<b>Vendor CFS100 - CANON FINANCIAL SERVICES, INC Total:</b>					<b>246.40</b>
<b>Vendor: CLH100 - CLAYTON HOLDINGS LLC</b>					
CLAYTON HOLDINGS LLC	CHOL1208	11/08/2023	LEASE ON EQUIPMENT - STS/W/S	10-300-75100	529.87
CLAYTON HOLDINGS LLC	CHOL1208	11/08/2023	LEASE ON EQUIPMENT - STS/W/S	20-600-75100	1,059.73
CLAYTON HOLDINGS LLC	CHOL1208	11/08/2023	LEASE ON EQUIPMENT - STS/W/S	20-700-75100	1,059.74
<b>Vendor CLH100 - CLAYTON HOLDINGS LLC Total:</b>					<b>2,649.34</b>
<b>Vendor: COMMGN - COMMERCE CREDIT CARD SERVICES</b>					
COMMERCE CREDIT CARD SE	10-2-23 MRWA	11/08/2023	MRWA DRNK WTR CLASS SETTLES,KRAMER,SEBOURN-	20-600-56950	2,175.00
COMMERCE CREDIT CARD SE	10-5-23 DNR	11/08/2023	MO DNR WASTE WATER CLASS FOX,ROBINSON,SEEMA	20-700-56950	255.25
COMMERCE CREDIT CARD SE	10-5-23 FB	11/08/2023	FACEBOOK BOOST SPOOKY SPRINT - PKS	30-800-55200	38.38
COMMERCE CREDIT CARD SE	10-5-23 FB 2,57	11/08/2023	FACEBOOK BOOST SPOOKY SPRINT - PKS	30-800-55200	2.57
COMMERCE CREDIT CARD SE	10-5-23 MML	11/08/2023	MML SW REG MEETING J KNIGHT - PKS	30-800-56950	20.00
COMMERCE CREDIT CARD SE	2700231	11/08/2023	AMZ BLUE INVERTED MARKING PAINT - W	20-600-50130	146.28
COMMERCE CREDIT CARD SE	6572222	11/08/2023	AMZ MIG WELDING WIRE FOR SHOP USE - STS/W/S	10-300-50130	8.40
COMMERCE CREDIT CARD SE	6572222	11/08/2023	AMZ MIG WELDING WIRE FOR SHOP USE - STS/W/S	20-600-50130	16.79
COMMERCE CREDIT CARD SE	6572222	11/08/2023	AMZ MIG WELDING WIRE FOR SHOP USE - STS/W/S	20-700-50130	16.79
COMMERCE CREDIT CARD SE	2301031	11/08/2023	AMZ REDCNG ELBWS, Y FTNG WTR LK REPAIR - W	20-600-51000	19.57
COMMERCE CREDIT CARD SE	8777853	11/08/2023	AMZ IGNITION SWITCH PANEL FOR LAGOON REPAIR - S	20-700-51000	17.81
COMMERCE CREDIT CARD SE	R024232184 STCKRML	11/08/2023	STICKERMULE SPOOKY SPRINT STICKERS - PKS	30-800-50170	29.00
COMMERCE CREDIT CARD SE	P67720	11/08/2023	PVC PIPE SUPPLIES CAP,ELBW SCKTS,RDCR BSHNGS - W	20-600-51000	42.51
COMMERCE CREDIT CARD SE	2369058 AMZ	11/08/2023	AMZ DUCT TAPE,PUCK LGHTS,POTS,CALNDRS,HEATR S-PKS	30-800-50170	21.99
COMMERCE CREDIT CARD SE	2369058 AMZ	11/08/2023	AMZ DUCT TAPE,PUCK LGHTS,POTS,CALNDRS,HEATR S-PKS	30-800-50700	167.78
COMMERCE CREDIT CARD SE	2369058 AMZ	11/08/2023	AMZ DUCT TAPE,PUCK LGHTS,POTS,CALNDRS,HEATR S-PKS	30-800-52000	16.98
COMMERCE CREDIT CARD SE	2369058 AMZ	11/08/2023	AMZ DUCT TAPE,PUCK LGHTS,POTS,CALNDRS,HEATR S-PKS	30-800-95500	599.98
COMMERCE CREDIT CARD SE	0627446	11/08/2023	AMZ ZIP TIES, CAR CHARGNG KIT - STS/W/S	10-300-50130	7.60
COMMERCE CREDIT CARD SE	0627446	11/08/2023	AMZ ZIP TIES, CAR CHARGNG KIT - STS/W/S	20-600-50130	15.19
COMMERCE CREDIT CARD SE	0627446	11/08/2023	AMZ ZIP TIES, CAR CHARGNG KIT - STS/W/S	20-700-50130	15.19
COMMERCE CREDIT CARD SE	4611434	11/08/2023	AMZ PAPER SHREDDER - GEN	10-100-52000	265.09
COMMERCE CREDIT CARD SE	05047802 JOHNNY	11/08/2023	JOHNNY SEEDS SPRING FLOWER CROP - PKS	30-800-50210	428.36
COMMERCE CREDIT CARD SE	10-30-23 OG	11/08/2023	DOLLAR GEN PAPER SACKS - PKS	30-800-50700	7.50
COMMERCE CREDIT CARD SE	22260513 SWIMOUTLET	11/08/2023	SWIMOUTLET.COM CUSTOM SWIM CAPS - PKS	30-800-50140	250.98

## Expense Approval Report 1

Post Dates: 10/26/2023 - 11/8/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COMMERCE CREDIT CARD SE	6328 QUAGMIRE	11/08/2023	QUAGMIRE REPAIR POOL PUMP CAPACITOR-PKS	30-800-50140	10.84
COMMERCE CREDIT CARD SE	85599166	11/08/2023	INDEED ADV FOR PLANNING POSITION - P&D	10-400-55200	180.00
COMMERCE CREDIT CARD SE	8077	11/08/2023	MML SW REG MEET STEWART,BAIRD,SMITH-GEN	10-100-56940	40.00
COMMERCE CREDIT CARD SE	8077	11/08/2023	MML SW REG MEET STEWART,BAIRD,SMITH-GEN	10-100-56950	20.00
COMMERCE CREDIT CARD SE	SMT-655429	11/08/2023	SMARTSIGN REFLECTIVE ALUMINUM SIGN - W	20-600-50130	39.25
COMMERCE CREDIT CARD SE	20458338	11/08/2023	MO HWY PTRL BCKGRND CKS ALDRWMN - GEN	10-100-56400	30.85
<b>Vendor COMMGN - COMMERCE CREDIT CARD SERVICES Total:</b>					<b>4,905.93</b>
<b>Vendor: CON170 - CONCO COMPANIES</b>					
CONCO COMPANIES	7001953330	11/08/2023	DIRTY BASE LAGOON RD REPAIR - S	20-700-51000	132.29
CONCO COMPANIES	7001956329	11/08/2023	COMM STONE, DRTY BSE LAGOONS & SALT BIN - STS/W/S	10-300-95100	132.75
CONCO COMPANIES	7001956329	11/08/2023	COMM STONE, DRTY BSE LAGOONS & SALT BIN - STS/W/S	20-600-95100	265.50
CONCO COMPANIES	7001956329	11/08/2023	COMM STONE, DRTY BSE LAGOONS & SALT BIN - STS/W/S	20-700-95100	265.50
<b>Vendor CON170 - CONCO COMPANIES Total:</b>					<b>796.04</b>
<b>Vendor: CDR200 - CORWIN DODGE OF SPRINGFIELD</b>					
CORWIN DODGE OF SPRINGFI	217739	11/08/2023	REPAIR/MAINT '21 DODGE CHARGER #2 - LAW	10-200-71000	201.47
<b>Vendor CDR200 - CORWIN DODGE OF SPRINGFIELD Total:</b>					<b>201.47</b>
<b>Vendor: CPS100 - CREATIVE PRODUCT SOURCING, INC</b>					
CREATIVE PRODUCT SOURCIN	155170	11/08/2023	DARE SUPPLIES - LAW	10-200-50300	1,700.00
<b>Vendor CPS100 - CREATIVE PRODUCT SOURCING, INC Total:</b>					<b>1,700.00</b>
<b>Vendor: DAV100 - DAVID DORAN,ATTORNEY AT LAW</b>					
DAVID DORAN,ATTORNEY AT L	11-6-23	11/08/2023	PROF FEES-CT	10-250-56400	900.00
<b>Vendor DAV100 - DAVID DORAN,ATTORNEY AT LAW Total:</b>					<b>900.00</b>
<b>Vendor: DUR100 - DURKIN EQUIPMENT COMPANY</b>					
DURKIN EQUIPMENT COMPA	DK-SINVP103278	11/08/2023	SERV, FLOW TRNSMTR 94 LIFT STN MNT/RPR - S	20-700'51000	2,646.00
<b>Vendor DUR100 - DURKIN EQUIPMENT COMPANY Total:</b>					<b>2,646.00</b>
<b>Vendor: SFX100 - FOX, SHANE</b>					
FOX, SHANE	AUG23	11/08/2023	REIM CELL PHONE AUG - STS/W/S	10-300-61000	10.00
FOX, SHANE	AUG23	11/08/2023	REIM CELL PHONE AUG - STS/W/S	20-600-61000	20.00
FOX, SHANE	AUG23	11/08/2023	REIM CELL PHONE AUG - STS/W/S	20-700-61000	20.00
FOX, SHANE	JUL23	11/08/2023	REIM CELL PHONE JUL - STS/W/S	10-300-61000	10.00
FOX, SHANE	JUL23	11/08/2023	REIM CELL PHONE JUL - STS/W/S	20-600-61000	20.00
FOX, SHANE	JUL23	11/08/2023	REIM CELL PHONE JUL - STS/W/S	20-700-61000	20.00
FOX, SHANE	JUN23	11/08/2023	REIM CELL PHONE JUN - STS/W/S	10-300-61000	10.00
FOX, SHANE	JUN23	11/08/2023	REIM CELL PHONE JUN - STS/W/S	20-600-61000	20.00
FOX, SHANE	JUN23	11/08/2023	REIM CELL PHONE JUN - STS/W/S	20-700-61000	20.00
FOX, SHANE	SEP23	11/08/2023	REIM CELL PHONE SEP - STS/W/S	10-300-61000	10.00

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FOX, SHANE	SEP23	11/08/2023	REIM CELL PHONE SEP - STS/W/S	20-600-61000	20.00
FOX, SHANE	SEP23	11/08/2023	REIM CELL PHONE SEP - STS/W/S	20-700-61000	20.00
<b>Vendor SFX100 - FOX, SHANE Total:</b>					<b>200.00</b>
<b>Vendor: FRO560 - FROGS DETAILED SPECIALTIES INC</b>					
FROGS DETAILED SPECIALTIES	1279	11/08/2023	(9) SETS VEHICLE DECALS & INSTALL - STS/W/S	10-300-95500	255.57
FROGS DETAILED SPECIALTIES	1279	11/08/2023	(9) SETS VEHICLE DECALS & INSTALL - STS/W/S	20-600-95500	511.13
FROGS DETAILED SPECIALTIES	1279	11/08/2023	(9) SETS VEHICLE DECALS & INSTALL - STS/W/S	20-700-95500	511.13
<b>Vendor FRO560 - FROGS DETAILED SPECIALTIES INC Total:</b>					<b>1,277.83</b>
<b>Vendor: GOTO100 - GOTO COMMUNICATIONS, INC</b>					
GOTO COMMUNICATIONS, IN	IN7102381725	11/08/2023	INTERNET-ALL	10-100-61050	117.77
GOTO COMMUNICATIONS, IN	IN7102381725	11/08/2023	INTERNET-ALL	10-200-61050	117.77
GOTO COMMUNICATIONS, IN	IN7102381725	11/08/2023	INTERNET-ALL	10-250-61050	84.06
GOTO COMMUNICATIONS, IN	IN7102381725	11/08/2023	INTERNET-ALL	10-300-61050	86.87
GOTO COMMUNICATIONS, IN	IN7102381725	11/08/2023	INTERNET-ALL	10-400-61050	84.06
GOTO COMMUNICATIONS, IN	IN7102381725	11/08/2023	INTERNET-ALL	20-600-61050	128.95
GOTO COMMUNICATIONS, IN	IN7102381725	11/08/2023	INTERNET-ALL	20-700-61050	128.95
GOTO COMMUNICATIONS, IN	IN7102381725	11/08/2023	INTERNET-ALL	30-800-61050	131.76
<b>Vendor GOTO100 - GOTO COMMUNICATIONS, INC Total:</b>					<b>880.19</b>
<b>Vendor: JKN100 - JASON KNIGHT</b>					
JASON KNIGHT	OCT23	11/08/2023	REIM PHONE-PKS	30-800-61000	50.00
<b>Vendor JKN100 - JASON KNIGHT Total:</b>					<b>50.00</b>
<b>Vendor: JUS100 - JUSTIN SORGEN</b>					
JUSTIN SORGEN	OCT 23	11/08/2023	PHONE REIM - STS/W/S	10-300-61000	10.00
JUSTIN SORGEN	OCT 23	11/08/2023	PHONE REIM - STS/W/S	20-600-61000	20.00
JUSTIN SORGEN	OCT 23	11/08/2023	PHONE REIM - STS/W/S	20-700-61000	20.00
<b>Vendor JUS100 - JUSTIN SORGEN Total:</b>					<b>50.00</b>
<b>Vendor: LOS200 - LAKELAND OFFICE SYSTEMS INC</b>					
LAKELAND OFFICE SYSTEMS I	INS28738	11/08/2023	COPIES-PKS	30-800-50700	13.44
LAKELAND OFFICE SYSTEMS I	INS28739	11/08/2023	COPIES-LAW	10-200-50700	33.45
LAKELAND OFFICE SYSTEMS I	INS28740	11/08/2023	COPIES-ALL	10-100-50700	105.28
LAKELAND OFFICE SYSTEMS I	INS28740	11/08/2023	COPIES-ALL	10-250-50700	17.54
LAKELAND OFFICE SYSTEMS I	INS28740	11/08/2023	COPIES-ALL	10-400-50700	17.54
LAKELAND OFFICE SYSTEMS I	INS28740	11/08/2023	COPIES-ALL	20-600-50700	105.26
LAKELAND OFFICE SYSTEMS I	INS28740	11/08/2023	COPIES-ALL	20-700-50700	105.26
<b>Vendor LOS200 - LAKELAND OFFICE SYSTEMS INC Total:</b>					<b>397.77</b>
<b>Vendor: ING100 - LARRY INGRAM</b>					
LARRY INGRAM	10-5-23 COX FRI DNC	11/08/2023	REIM FERRELL DUNCAN VISIT WORK COMP-STS	10-300-56400	16.67
<b>Vendor ING100 - LARRY INGRAM Total:</b>					<b>16.67</b>
<b>Vendor: LEG250 - LEGALSHIELD</b>					
LEGALSHIELD	10-25-23	11/08/2023	GROUP INS MCCLAIN & SHIPLEY-LAW	10-200-93000	29.90
<b>Vendor LEG250 - LEGALSHIELD Total:</b>					<b>29.90</b>
<b>Vendor: EMP210 - LIBERTY UTILITIES-EMPIRE DISTRICT</b>					
LIBERTY UTILITIES-EMPIRE DIS	11-1-23	11/08/2023	ELECTRIC UTILITIES-ALL	10-100-62000	482.89
LIBERTY UTILITIES-EMPIRE DIS	11-1-23	11/08/2023	ELECTRIC UTILITIES-ALL	10-200-62000	329.02
LIBERTY UTILITIES-EMPIRE DIS	11-1-23	11/08/2023	ELECTRIC UTILITIES-ALL	10-300-61110	6,263.98
LIBERTY UTILITIES-EMPIRE DIS	11-1-23	11/08/2023	ELECTRIC UTILITIES-ALL	10-300-62000	183.95
LIBERTY UTILITIES-EMPIRE DIS	11-1-23	11/08/2023	ELECTRIC UTILITIES-ALL	20-600-62000	7,937.99
LIBERTY UTILITIES-EMPIRE DIS	11-1-23	11/08/2023	ELECTRIC UTILITIES-ALL	20-700-62000	4,956.27
LIBERTY UTILITIES-EMPIRE DIS	11-1-23	11/08/2023	ELECTRIC UTILITIES-ALL	30-800-62000	3,557.03
<b>Vendor EMP210 - LIBERTY UTILITIES-EMPIRE DISTRICT Total:</b>					<b>23,711.13</b>



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<b>Vendor: LOW505 - LOWE'S CREDIT SERVICES</b>					
LOWE'S CREDIT SERVICES	03991	11/08/2023	50'/2' HD LGHTD EXTSN CRDS BLDG RMDL-STS/W/S	10-300-95100	19.66
LOWE'S CREDIT SERVICES	03991	11/08/2023	50'/2' HD LGHTD EXTSN CRDS BLDG RMDL-STS/W/S	20-600-95100	39.31
LOWE'S CREDIT SERVICES	03991	11/08/2023	50'/2' HD LGHTD EXTSN CRDS BLDG RMDL-STS/W/S	20-700-95100	39.32
LOWE'S CREDIT SERVICES	11-7-23	11/07/2023	REFUND OF SALES TAX - PKS	30-800-50500	-18.58
<b>Vendor LOW505 - LOWE'S CREDIT SERVICES Total:</b>					<b>79.71</b>
<b>Vendor: LXE100 - LUMIX ELECTRICAL INC</b>					
LUMIX ELECTRICAL INC	230607	11/08/2023	SEWER LIFT STATION D TRBLSHT & REPAIR - S	20-700-51000	262.50
<b>Vendor LXE100 - LUMIX ELECTRICAL INC Total:</b>					<b>262.50</b>
<b>Vendor: MPI150 - MELTON PROPANE, INC.</b>					
MELTON PROPANE, INC.	42214	11/08/2023	PROPANE POLICE STATION-LA	10-200-62100	208.30
<b>Vendor MPI150 - MELTON PROPANE, INC. Total:</b>					<b>208.30</b>
<b>Vendor: MCL100 - MISSION COMMUNICATIONS LLC</b>					
MISSION COMMUNICATIONS	1081550	11/08/2023	SERVICE PKG RENEWAL FOR MEADOWS WELL - W/S	20-600-56400	185.70
MISSION COMMUNICATIONS	1081550	11/08/2023	SERVICE PKG RENEWAL FOR MEADOWS WELL - W/S	20-700-56400	185.70
<b>Vendor MCL100 - MISSION COMMUNICATIONS LLC Total:</b>					<b>371.40</b>
<b>Vendor: MOC100 - MISSOURI ONE CALL SYSTEM, INC</b>					
MISSOURI ONE CALL SYSTEM,	3100316	11/08/2023	PROF LOCATE FEES-W/S	20-600-56400	89.10
MISSOURI ONE CALL SYSTEM,	3100316	11/08/2023	PROF LOCATE FEES-W/S	20-700-56400	89.10
<b>Vendor MOC100 - MISSOURI ONE CALL SYSTEM, INC Total:</b>					<b>178.20</b>
<b>Vendor: MIS320 - MO DEPT OF NATURAL RESOURCES</b>					
MO DEPT OF NATURAL RESOU	20047102	11/08/2023	AQUATIC CENTER OPERATING PERMIT- PKS	30-800-55800	212.41
<b>Vendor MIS320 - MO DEPT OF NATURAL RESOURCES Total:</b>					<b>212.41</b>
<b>Vendor: MLO100 - MORGAN LONG</b>					
MORGAN LONG	10-23-23 HOBBYLOBBY	11/08/2023	REIM FOR TRUNK OR TREAT DECOR HOBBY LOBBY - PKS	30-800-50170	14.57
<b>Vendor MLO100 - MORGAN LONG Total:</b>					<b>14.57</b>
<b>Vendor: OIS160 - ONLINE INFORMATION SERVICES INC</b>					
ONLINE INFORMATION SERVI	1220435	11/08/2023	UTIL EXCHG REPORT-W/S	20-600-56400	38.48
ONLINE INFORMATION SERVI	1220435	11/08/2023	UTIL EXCHG REPORT-W/S	20-700-56400	38.48
<b>Vendor OIS160 - ONLINE INFORMATION SERVICES INC Total:</b>					<b>76.96</b>
<b>Vendor: ORE145 - O'REILLY AUTOMOTIVE, INC</b>					
O'REILLY AUTOMOTIVE, INC	2367-120012	11/08/2023	SHOP HEATER RING TERMINL - PKS	30-800-71100	13.98
O'REILLY AUTOMOTIVE, INC	2367-120202	11/08/2023	RELAY,OIL,PRTS CLNR,SCKT SET,IMPCT SET JETTR RPR-S	20-700-71100	115.37
O'REILLY AUTOMOTIVE, INC	2367-120329	11/08/2023	BTRY TERM, LUBRICANT, WD40 - MOWER MNT/RPR - S	10-300-71100	45.95
O'REILLY AUTOMOTIVE, INC	2367-120728	11/08/2023	CAR FRESHNERS, COUPLER LOCK TRAILER - PKS	30-800-71100	39.48
O'REILLY AUTOMOTIVE, INC	2367-122011	11/08/2023	WASH BRSH W/ EXT POLE CAR MAINT - LAW	10-200-71000	26.99
<b>Vendor ORE145 - O'REILLY AUTOMOTIVE, INC Total:</b>					<b>241.77</b>
<b>Vendor: PAD100 - PATRIOT DISPOSAL</b>					
PATRIOT DISPOSAL	11-1-23	11/08/2023	RESIDENTS TRASH SERV-S	20-700-56600	4,354.00
<b>Vendor PAD100 - PATRIOT DISPOSAL Total:</b>					<b>4,354.00</b>
<b>Vendor: PIL100 - PILOT WIRELESS LLC</b>					
PILOT WIRELESS LLC	5020	11/08/2023	PHONE-ALL	10-100-61000	87.77
PILOT WIRELESS LLC	5020	11/08/2023	PHONE-ALL	10-200-61000	87.76
PILOT WIRELESS LLC	5020	11/08/2023	PHONE-ALL	10-250-61000	62.68
PILOT WIRELESS LLC	5020	11/08/2023	PHONE-ALL	10-300-61000	62.68
PILOT WIRELESS LLC	5020	11/08/2023	PHONE-ALL	10-400-61000	62.68

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PILOT WIRELESS LLC	5020	11/08/2023	PHONE-ALL	20-600-61000	87.76
PILOT WIRELESS LLC	5020	11/08/2023	PHONE-ALL	20-700-61000	87.76
PILOT WIRELESS LLC	5020	11/08/2023	PHONE-ALL	30-800-61000	87.76
<b>Vendor PIL100 - PILOT WIRELESS LLC Total:</b>					<b>626.85</b>
<b>Vendor: PLL100 - PRESLEY LANDSCAPING LLC</b>					
PRESLEY LANDSCAPING LLC	11/4/23	11/08/2023	TREES, SUPPLIES, INSTALL TREE CITY - PKS	30-800-50190	1,086.00
<b>Vendor PLL100 - PRESLEY LANDSCAPING LLC Total:</b>					<b>1,086.00</b>
<b>Vendor: MLF100 - QUADIENT LEASING</b>					
QUADIENT LEASING	Q1049441	11/08/2023	FOLDING MACHINE LEASE-W/	20-600-55850	330.71
QUADIENT LEASING	Q1049441	11/08/2023	FOLDING MACHINE LEASE-W/	20-700-55850	330.70
<b>Vendor MLF100 - QUADIENT LEASING Total:</b>					<b>661.41</b>
<b>Vendor: REP100 - REPUBLIC PRINTING INC</b>					
REPUBLIC PRINTING INC	042465	11/08/2023	UB PRESORTED POSTAGE ENVELOPES - W/S	20-600-50700	108.75
REPUBLIC PRINTING INC	042465	11/08/2023	UB PRESORTED POSTAGE ENVELOPES - W/S	20-700-50700	108.75
<b>Vendor REP100 - REPUBLIC PRINTING INC Total:</b>					<b>217.50</b>
<b>Vendor: R&amp;G100 - REYNOLDS &amp; GOLD, LLC</b>					
REYNOLDS & GOLD, LLC	07303	11/08/2023	PROF ATTY FEES-ALL	10-100-56200	576.18
REYNOLDS & GOLD, LLC	07303	11/08/2023	PROF ATTY FEES-ALL	10-200-56400	1,573.11
REYNOLDS & GOLD, LLC	07303	11/08/2023	PROF ATTY FEES-ALL	10-300-56400	9.90
REYNOLDS & GOLD, LLC	07303	11/08/2023	PROF ATTY FEES-ALL	20-600-56400	40.43
REYNOLDS & GOLD, LLC	07303	11/08/2023	PROF ATTY FEES-ALL	20-700-56400	329.17
REYNOLDS & GOLD, LLC	07303	11/08/2023	PROF ATTY FEES-ALL	30-800-56400	189.75
REYNOLDS & GOLD, LLC	07304	11/08/2023	PA CLERK SERV-LAW	10-200-56400	1,900.00
<b>Vendor R&amp;G100 - REYNOLDS &amp; GOLD, LLC Total:</b>					<b>4,618.54</b>
<b>Vendor: SPS150 - SCHEDEL PEST SERVICES</b>					
SCHENDEL PEST SERVICES	550402974	11/08/2023	PEST CONTROL-ALL	10-100-50130	25.00
SCHENDEL PEST SERVICES	550402974	11/08/2023	PEST CONTROL-ALL	10-200-50130	35.00
SCHENDEL PEST SERVICES	550402974	11/08/2023	PEST CONTROL-ALL	10-250-50130	5.00
SCHENDEL PEST SERVICES	550402974	11/08/2023	PEST CONTROL-ALL	10-300-50130	10.00
SCHENDEL PEST SERVICES	550402974	11/08/2023	PEST CONTROL-ALL	10-400-50130	5.00
SCHENDEL PEST SERVICES	550402974	11/08/2023	PEST CONTROL-ALL	20-600-50130	30.00
SCHENDEL PEST SERVICES	550402974	11/08/2023	PEST CONTROL-ALL	20-700-50130	30.00
SCHENDEL PEST SERVICES	550402974	11/08/2023	PEST CONTROL-ALL	30-800-50130	40.00
<b>Vendor SPS150 - SCHEDEL PEST SERVICES Total:</b>					<b>180.00</b>
<b>Vendor: SHP550 - SHANNON SHIPLEY</b>					
SHANNON SHIPLEY	OCT23	11/08/2023	REIM PHONE-LAW	10-200-61000	50.00
<b>Vendor SHP550 - SHANNON SHIPLEY Total:</b>					<b>50.00</b>
<b>Vendor: SPM100 - SPRINGFIELD MOW LLC</b>					
SPRINGFIELD MOW LLC	10-25-23	11/08/2023	SPRINGFIELD MOW BB1 REP/MAINT - PKS	30-800-71100	70.96
<b>Vendor SPM100 - SPRINGFIELD MOW LLC Total:</b>					<b>70.96</b>
<b>Vendor: SPR275 - SPRINGFIELD WINWATER WORKS CO</b>					
SPRINGFIELD WINWATER WO	33677701	11/08/2023	RUBBER GASKETS FOR SLIPLY REPLACEMENT - W	20-600-50130	110.00
<b>Vendor SPR275 - SPRINGFIELD WINWATER WORKS CO Total:</b>					<b>110.00</b>
<b>Vendor: SPR200 - SPRINGFIELD-GREENE COUNTY HEALTH DEPARTMENT</b>					
SPRINGFIELD-GREENE COUNT	WILLARD-110623	11/08/2023	WATER TESTING FEES - W	20-600-50200	117.00
<b>Vendor SPR200 - SPRINGFIELD-GREENE COUNTY HEALTH DEPARTMENT Total:</b>					<b>117.00</b>
<b>Vendor: SUP100 - Superior Rents- Springfield</b>					
Superior Rents- Springfield	235937-2	11/08/2023	LIGHT POLE RENTAL TRUNK OR TREAT - PKS	30-800-50170	235.20
<b>Vendor SUP100 - Superior Rents- Springfield Total:</b>					<b>235.20</b>

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: TRH100 - TREVOR HOFFMAN</b>					
TREVOR HOFFMAN	OCT23	11/08/2023	REIM CELL PHONE OCT - STS/W/S	10-300-61000	10.00
TREVOR HOFFMAN	OCT23	11/08/2023	REIM CELL PHONE OCT - STS/W/S	20-600-61000	20.00
TREVOR HOFFMAN	OCT23	11/08/2023	REIM CELL PHONE OCT - STS/W/S	20-700-61000	20.00
<b>Vendor TRH100 - TREVOR HOFFMAN Total:</b>					<b>50.00</b>
<b>Vendor: WSP100 - TURN 2 APPAREL LLC</b>					
TURN 2 APPAREL LLC	9367	11/08/2023	SOCCER TEES EXTRA - PKS	30-800-50150	30.00
<b>Vendor WSP100 - TURN 2 APPAREL LLC Total:</b>					<b>30.00</b>
<b>Vendor: VDS100 - VDS VISION LLC</b>					
VDS VISION LLC	1598	11/08/2023	IT SERVICES-ALL	10-100-56400	288.00
VDS VISION LLC	1598	11/08/2023	IT SERVICES-ALL	10-200-56400	144.00
VDS VISION LLC	1598	11/08/2023	IT SERVICES-ALL	10-250-56400	36.00
VDS VISION LLC	1598	11/08/2023	IT SERVICES-ALL	10-300-56400	36.00
VDS VISION LLC	1598	11/08/2023	IT SERVICES-ALL	10-400-56400	72.00
VDS VISION LLC	1598	11/08/2023	IT SERVICES-ALL	20-600-56400	288.00
VDS VISION LLC	1598	11/08/2023	IT SERVICES-ALL	20-700-56400	288.00
VDS VISION LLC	1598	11/08/2023	IT SERVICES-ALL	30-800-56400	288.00
<b>Vendor VDS100 - VDS VISION LLC Total:</b>					<b>1,440.00</b>
<b>Vendor: VER100 - VERIZON WIRELESS</b>					
VERIZON WIRELESS	9947593154	11/08/2023	INTERNET/CELL PHONES-ALL	10-100-61050	80.02
VERIZON WIRELESS	9947593154	11/08/2023	INTERNET/CELL PHONES-ALL	10-200-61000	121.17
VERIZON WIRELESS	9947593154	11/08/2023	INTERNET/CELL PHONES-ALL	10-200-61050	160.04
VERIZON WIRELESS	9947593154	11/08/2023	INTERNET/CELL PHONES-ALL	10-300-61000	16.08
VERIZON WIRELESS	9947593154	11/08/2023	INTERNET/CELL PHONES-ALL	10-400-61000	40.39
VERIZON WIRELESS	9947593154	11/08/2023	INTERNET/CELL PHONES-ALL	20-600-61000	32.16
VERIZON WIRELESS	9947593154	11/08/2023	INTERNET/CELL PHONES-ALL	20-700-61000	32.16
VERIZON WIRELESS	9947593154	11/08/2023	INTERNET/CELL PHONES-ALL	30-800-61000	85.78
VERIZON WIRELESS	9947593154	11/08/2023	INTERNET/CELL PHONES-ALL	30-800-61050	40.01
<b>Vendor VER100 - VERIZON WIRELESS Total:</b>					<b>607.81</b>
<b>Vendor: WAL110 - WALMART CAPITAL ONE</b>					
WALMART CAPITAL ONE	10-27-23	11/08/2023	FOOD BAG, FOIL, PANS TRNK OR TRT HOTDOG STND - PKS	30-800-50170	17.42
WALMART CAPITAL ONE	10-27-23 SAMS	11/08/2023	SAM'S FOOD/BEV, WIPES TRNK OR TRT HOTDOG STND-	30-800-50200	221.62
<b>Vendor WAL110 - WALMART CAPITAL ONE Total:</b>					<b>239.04</b>
<b>Vendor: WRI110 - WEX BANK</b>					
WEX BANK	92624757	11/08/2023	VEH AND EQUIP FUEL-LAW/PKS/STS/W/S	10-200-70000	1,627.40
WEX BANK	92624757	11/08/2023	VEH AND EQUIP FUEL-LAW/PKS/STS/W/S	10-300-70000	492.08
WEX BANK	92624757	11/08/2023	VEH AND EQUIP FUEL-LAW/PKS/STS/W/S	10-300-70100	85.12
WEX BANK	92624757	11/08/2023	VEH AND EQUIP FUEL-LAW/PKS/STS/W/S	20-600-70000	999.05
WEX BANK	92624757	11/08/2023	VEH AND EQUIP FUEL-LAW/PKS/STS/W/S	20-600-70100	170.24
WEX BANK	92624757	11/08/2023	VEH AND EQUIP FUEL-LAW/PKS/STS/W/S	20-700-70000	999.05
WEX BANK	92624757	11/08/2023	VEH AND EQUIP FUEL-LAW/PKS/STS/W/S	20-700-70100	170.24
WEX BANK	92624757	11/08/2023	VEH AND EQUIP FUEL-LAW/PKS/STS/W/S	30-800-70000	610.74
WEX BANK	92624757	11/08/2023	VEH AND EQUIP FUEL-LAW/PKS/STS/W/S	30-800-70100	1,064.98
<b>Vendor WRI110 - WEX BANK Total:</b>					<b>6,218.90</b>

Expense Approval Report 1

Post Dates: 10/26/2023 - 11/8/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: WTV100 - WILLARD HOME CENTER LLC</b>					
WILLARD HOME CENTER LLC	D93013	11/08/2023	RED/BLCK PRMR, GLVS, TRIM LINE SPKY SPRNT SGN-PKS	30-800-50110	20.99
WILLARD HOME CENTER LLC	D93013	11/08/2023	RED/BLCK PRMR, GLVS, TRIM LINE SPKY SPRNT SGN-PKS	30-800-50170	48.44
WILLARD HOME CENTER LLC	D93230	11/08/2023	MISC BOLT/HARDWARE LAGOON PUMP REPR-S	20-700-51000	2.64
WILLARD HOME CENTER LLC	D93341	11/08/2023	SHARPENING LABOR ON SHOP SAW - STS/W/S	10-300-71100	1.20
WILLARD HOME CENTER LLC	D93341	11/08/2023	SHARPENING LABOR ON SHOP SAW - STS/W/S	20-600-71100	2.40
WILLARD HOME CENTER LLC	D93341	11/08/2023	SHARPENING LABOR ON SHOP SAW - STS/W/S	20-700-71100	2.40
WILLARD HOME CENTER LLC	B243947	11/08/2023	JNCTN BOX, PRMRY WIRE, WIRE CONNCTR-LAGOON REPR-S	20-700-51000	31.97
WILLARD HOME CENTER LLC	B243949	11/08/2023	STRAW BALE - YARD REPAIR AFTER DIG - STS	10-300-51000	6.89
WILLARD HOME CENTER LLC	D93682	11/08/2023	COUPLING CHRISTMAS LIGHTS MAINT - PKS	30-800-50170	1.29
WILLARD HOME CENTER LLC	B244302	11/08/2023	ELECTRIC COUPLING - PKS	10-100-50310	3.87
WILLARD HOME CENTER LLC	B244360	11/08/2023	MISC BOLTS / HARDWARE - STREET SIGN REPAIR - STS	10-300-51000	11.96
WILLARD HOME CENTER LLC	D93755	11/08/2023	HOSE CLAMPS, CABLE TIES, OUTLET ADAPTER PKS	30-800-50130	68.64
WILLARD HOME CENTER LLC	B244523	11/08/2023	LABOR TO ADJUST VALVES ON MOWER EQPT - STS	10-300-71100	16.50
WILLARD HOME CENTER LLC	D93786	11/08/2023	BX WSHRS, BX NUTS, BX SCRWS WELL REPR - S	20-700-51000	69.87
WILLARD HOME CENTER LLC	B244561	11/08/2023	KEY FOR MAYOR PRO TEM - GEN	10-100-50700	1.99
WILLARD HOME CENTER LLC	B244563	11/08/2023	BOX SCREWS WELL REPAIR -	20-600-51000	40.99
WILLARD HOME CENTER LLC	D93970	11/08/2023	TARPS - PKS	30-800-50130	55.78
WILLARD HOME CENTER LLC	B244778	11/08/2023	1" WHT MPT PLUG FOR WATER METER - W	20-600-51000	8.58
WILLARD HOME CENTER LLC	D93994	11/08/2023	FUSES, BATTERIES X-MAS LGHTS MAINT - PKS	30-800-50170	44.94
WILLARD HOME CENTER LLC	B244944	11/08/2023	GLOVES - PKS	30-800-56500	21.99
<b>Vendor WTV100 - WILLARD HOME CENTER LLC Total:</b>					<b>463.33</b>
<b>Vendor: EZA150 - WILLARD TIRE LLC</b>					
WILLARD TIRE LLC	110	11/08/2023	(2) FLAT REPAIRS #2 CHARGER - LAW	10-200-71000	40.00
<b>Vendor EZA150 - WILLARD TIRE LLC Total:</b>					<b>40.00</b>
<b>Grand Total:</b>					<b>89,128.63</b>

## Report Summary

## Fund Summary

Fund	Expense Amount
10 - GENERAL FUND	43,575.81
20 - WATER AND SEWER FUND	34,573.85
30 - PARKS FUND	10,978.97
<b>Grand Total:</b>	<b>89,128.63</b>

## Account Summary

Account Number	Account Name	Expense Amount
10-100-50130	SUPPLIES-GCG	25.00
10-100-50310	VETERAN'S MEMORIAL E	3.87
10-100-50700	OFFICE SUPPLIES-GCG	107.27
10-100-52000	SUPPLIES SMALL EQUIP	265.09
10-100-55850	EQUIPMENT RENTAL-GE	32.94
10-100-56200	LEGAL-GCG	576.18
10-100-56400	PROFESSIONAL-GCG	377.41
10-100-56940	TRAINING & EDUCATION	40.00
10-100-56950	TRAINING & EDUCATION	20.00
10-100-61000	TELEPHONE-GCG	87.77
10-100-61050	INTERNET-GCG	197.79
10-100-62000	UTILITIES ELECTRIC-GCG	482.89
10-100-62300	UTILITIES OTHER-GCG	75.00
10-200-50130	SUPPLIES-LAW	35.00
10-200-50300	DARE-LAW	1,700.00
10-200-50700	OFFICE SUPPLIES-LAW	33.45
10-200-52000	SUPPLIES SMALL EQUIP	3,300.00
10-200-55850	EQUIPMENT RENTAL-LA	68.28
10-200-56400	PROFESSIONAL-LAW	3,617.11
10-200-61000	TELEPHONE-LAW	258.93
10-200-61050	INTERNET-LAW	277.81
10-200-62000	UTILITIES ELECTRIC-LAW	329.02
10-200-62100	UTILITIES GAS-LAW	208.30
10-200-62300	UTILITIES OTHER-LAW	50.00
10-200-70000	VEHICLE EXPENSES FUEL	1,627.40
10-200-71000	VEHICLE REPAIR & MAIN	268.46
10-200-93000	GROUP INSURANCE-LA	29.90
10-250-50130	SUPPLIES-COURT	5.00
10-250-50700	OFFICE SUPPLIES-COURT	17.54
10-250-55850	EQUIPMENT RENTAL-CO	5.49
10-250-56400	PROFESSIONAL-COURT	936.00
10-250-61000	TELEPHONE-COURT	62.68
10-250-61050	INTERNET-COURT	84.06
10-300-50130	SUPPLIES-STREETS	94.48
10-300-51000	REPAIRS AND MAINTEN	583.70
10-300-55850	EQUIPMENT RENTAL-ST	15.00
10-300-56400	PROFESSIONAL-STREETS	62.57
10-300-61000	TELEPHONE-STREETS	138.76
10-300-61050	INTERNET-STREETS	86.87
10-300-61110	STREET LIGHTS STREETS	6,263.98
10-300-62000	UTILITIES ELECTRIC-STRE	183.95
10-300-70000	VEHICLE EXPENSE FUEL-	492.08
10-300-70100	EQUIPMENT FUEL-STREE	85.12
10-300-71100	EQUIPMENT REPAIR &	63.65
10-300-75100	EQUIPMENT LEASE	529.87
10-300-95100	CAPITAL ASSET EXP-STRE	152.41
10-300-95500	CAPITAL ASSET EXP EQUI	19,150.57
10-400-50130	SUPPLIES-P&D	5.00
10-400-50700	OFFICE SUPPLIES-P&D	17.54
10-400-55200	ADVERTISING-P&D	180.00

## Account Summary

Account Number	Account Name	Expense Amount
10-400-55850	EQUIPMENT RENTAL-P&	5.49
10-400-56400	PROFESSIONAL-P&D	72.00
10-400-61000	TELEPHONE-P&D	103.07
10-400-61050	INTERNET-P&D	84.06
20-600-50130	SUPPLIES-WATER	494.48
20-600-50200	LABORATORY FEES-WAT	117.00
20-600-50700	OFFICE SUPPLIES-WATER	214.01
20-600-51000	REPAIRS AND MAINTEN	111.65
20-600-55850	EQUIPMENT RENTAL-WA	393.65
20-600-56400	PROFESSIONAL-WATER	641.71
20-600-56950	TRAINING & EDUCATION	2,175.00
20-600-61000	TELEPHONE WATER	239.92
20-600-61050	INTERNET-WATER	128.95
20-600-62000	UTILITIES ELECTRIC-WAT	7,937.99
20-600-62300	UTILITIES OTHER-WATER	170.17
20-600-70000	VEHICLE EXPENSE FUEL-	999.05
20-600-70100	EQUIPMENT FUEL-WATE	170.24
20-600-71100	EQUIPMENT REPAIR &	2.40
20-600-75100	EQUIPMENT LEASE	1,059.73
20-600-95100	CAPITAL ASSET EXP-WAT	304.81
20-600-95500	CAPITAL ASSET EXP EQUI	511.13
20-700-50130	SUPPLIES-SEWER	198.95
20-700-50700	OFFICE SUPPLIES-SEWER	214.01
20-700-51000	REPAIRS AND MAINTEN	3,163.08
20-700-55850	EQUIPMENT RENTAL-SE	393.64
20-700-56400	PROFESSIONAL-SEWER	930.45
20-700-56600	CITIZEN TRASH EXPENSE	4,354.00
20-700-56950	TRAINING & EDUCATION	255.25
20-700-57200	RECYCLE CENTER EXPEN	468.56
20-700-61000	TELEPHONE-SEWER	239.92
20-700-61050	INTERNET-SEWER	128.95
20-700-62000	UTILITIES ELECTRIC-SEW	4,956.27
20-700-62300	UTILITIES OTHER-SEWER	170.18
20-700-70000	VEHICLE EXPENSE FUEL-	999.05
20-700-70100	EQUIPMENT FUEL-SEWE	170.24
20-700-71100	EQUIPMENT REPAIR &	383.72
20-700-75100	EQUIPMENT LEASE	1,059.74
20-700-95100	CAPITAL ASSET EXP-SEW	304.82
20-700-95500	CAPITAL ASSET EXP EQUI	511.13
30-800-50110	SUPPLIES - GROUNDS	20.99
30-800-50130	SUPPLIES GENERAL-PKS	164.42
30-800-50140	SUPPLIES-AQUATIC	261.82
30-800-50150	SUPPLIES-SPORTS SHIRT	30.00
30-800-50170	SUPPLIES SPECIAL ACTIV	412.85
30-800-50190	TREE CITY USA-PKS	1,086.00
30-800-50200	CONCESSIONS-PKS	221.62
30-800-50210	TURF MAINTENANCE-PK	428.36
30-800-50500	BUILDING MAINTENANC	-18.58
30-800-50700	OFFICE SUPPLIES-PKS	188.72
30-800-52000	SUPPLIES SMALL EQUIP	16.98
30-800-55200	ADVERTISING-PKS	40.95
30-800-55800	DUES AND SUBSCRIPTIO	212.41
30-800-55850	EQUIPMENT RENTAL-PK	488.32
30-800-56400	PROFESSIONAL-PKS	477.75
30-800-56500	SAFETY PROGRAM-PKS	21.99
30-800-56950	TRAINING & EDUCATION	20.00
30-800-61000	TELEPHONE-PKS	223.54
30-800-61050	INTERNET-PARKS	171.77

**Account Summary**

Account Number	Account Name	Expense Amount
30-800-62000	UTILITIES ELECTRIC-PKS	3,557.03
30-800-62300	UTILITIES OTHER-PKS	551.91
30-800-70000	VEHICLE EXPENSE FUEL-	610.74
30-800-70100	EQUIPMENT FUEL-PKS	1,064.98
30-800-71100	EQUIPMENT REPAIR &	124.42
30-800-95500	CAPITAL ASSET EXP EQUI	599.98
	<b>Grand Total:</b>	<b>89,128.63</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	89,128.63
	<b>Grand Total:</b>
	<b>89,128.63</b>

# CITY OF WILLARD, MISSOURI

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



Consent Agenda Item #3c

## c. Department Head Reports



## 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.*

<b><u>I. COURT INFORMATION</u></b>		Municipality: WILLARD	Reporting Period: Oct 1, 2023 - Oct 31, 2023	
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: TERRY FORSHEE		E-mail Address:		
Municipal Judge: DAVID W. DORAN				
<hr/>				
<b><u>II. MONTHLY CASELOAD INFORMATION</u></b>			Alcohol & Drug Related Traffic	Other Traffic
A. Cases (citations/informations) pending at start of month			8	274
B. Cases (citations/informations) filed			2	48
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			0	0
2. court/bench trial - GUILTY			0	1
3. court/bench trial - NOT GUILTY			0	0
4. plea of GUILTY in court			0	24
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)			0	19
6. dismissed by court			0	0
7. <i>nolle prosequi</i>			0	3
8. certified for jury trial (not heard in Municipal Division)			0	0
<b>9. TOTAL CASE DISPOSITIONS</b>			0	47
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]			10	275
E. Trial de Novo and/or appeal applications filed			0	0
<b><u>III. WARRANT INFORMATION (pre- &amp; post-disposition)</u></b>			<b><u>IV. PARKING TICKETS</u></b>	
1. # Issued during reporting period	29	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	14	<input checked="" type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	312			

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

<b>COURT INFORMATION</b>	Municipality: WILLARD	Reporting Period: Oct 1, 2023 - Oct 31, 2023
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### V. DISBURSEMENTS

<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements:</b> 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 and witness fees.	
Fines - Excess Revenue	\$4,853.50	Court Automation	\$320.09
Clerk Fee - Excess Revenue	\$451.00	Judicial Facility Srchg CT31	\$460.22
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$15.17	Overpayment	(\$3.99)
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Overpayments Detail Code	\$11.00
		<b>Total Other Disbursements</b>	<b>\$787.32</b>
<b>Total Excess Revenue</b>	<b>\$5,319.67</b>	<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	<b>\$7,003.73</b>
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>		<b>Bond Refunds</b>	<b>\$35.50</b>
		<b>Total Disbursements</b>	<b>\$7,039.23</b>
Fines - Other	\$335.50		
Clerk Fee - Other	\$52.00		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$45.72		
Peace Officer Standards and Training (POST) Commission surcharge	\$45.73		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$326.04		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$1.75		
Law Enforcement Training (LET) Fund surcharge	\$90.00		
Domestic Violence Shelter surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
<b>Total Other Revenue</b>	<b>\$896.74</b>		

**CITY OF WILLARD  
BOARD OF ALDERMEN  
11/13/2023**



City Clerk Report

1. 3 business licenses were issued in October.
2. Attended meetings, and created the agendas, packets, and minutes for the Board of Aldermen.
3. Typed notes from the Staff meetings.
4. Ordinances and Resolutions were completed and sent to the City Attorney for review.
5. The City Planner open position is still posted on Indeed.
6. Answered phone calls and emails then directed them to the appropriate department as necessary.
7. Notarized documents for citizens and the City.
8. Signed off on Certificates of Occupancy.
9. The business license database has been updated.
10. Updated the transmittal database.
11. Responded to Sunshine Law requests.
12. Helped other departments with research of Ordinances, Municipal Code, and other documentation.

Dona Slater, City Clerk

Economic Development Department Report  
November 2023

- Continuing to provide business assistance to a local firm that intends to acquire property at ATM Square. Offering guidance on land development, financing options, general contractor and architect recommendations (numerous) and state-funded incentive programs. Expect contract negotiations to come to a successful conclusion within the week.
- Working with a retailer based in Springfield that is interested in becoming a tenant of the facility referenced above. The company desires to be operating by April/May 2024.
- Represented the City of Willard at the Ozarks Transportation Organization at its Annual Legislative Breakfast on November 9, 2023.
- Continuing to provide consultation and guidance to the Board of Directors of Generations Village. Challenges exist, primarily related to funding for operations. Others also exist regarding the relationship between GV and the developer. Hope the two sides can come to an amicable agreement soon.
- Expecting a contract for purchase of property at ATM Square in the very near future. A national general merchandise retailer has begun negotiations with the property owner/developer. A very nice new sales tax opportunity for the City of Willard.

# Parks and Recreation - Director's Report – November 2023

**Quote of the Month:** “We will either find a way or make one.”--Hannibal (247-182 BC), Carthaginian General

## **Budget**

Winter, despite how it feels outside at time of writing, is nearly here, and I still have not gotten a storage facility/shop building constructed. After a second issuing of the bid and reaching out to companies that do this type of work, I still received no bid submissions. I have been visiting with Justin about alternative options based on his experience with prefab steel building kits. At this point, this feels like our best, quickest, and most cost-effective option. Bids have come in for HVAC replacement- I only received two. I specifically reached out directly to several local companies but did not get replies or requests for more information.

We continue to do well on revenue and income from programs.

I have requested information from Play and Park and the ARPA grant managers for additional information to begin the submissions for the reimbursement process.

## **Event/Program Planning and Recap**

We just had a very successful Veterans Day event, with nearly all of the credit for that going to great weather and Doug Johnson at AMVETS 188. We had a successful turnout at the trunk or treat and Spooky Sprint events, despite terrible weather. We are currently planning the Christmas on the Frisco events and Parade, and are finalizing dates for our 2024 calendar. Volleyball games are underway, with 10 teams playing this session. Basketball registration is currently in progress. We will be cancelling and rescheduling our Jackie Stiles basketball camp for in the spring.

## **Maintenance**

The maintenance team has finished weatherizing the aquatic center and soccer complexes. They will be busy for a few days completing the decoration of the Willard Frisco Highline trail and will begin doing some fall planting of bulbs for spring blooms. We are utilizing our turf maintenance budget on improving our flower beds around the parks to help with curb appeal. Additionally, the maintenance team will begin disassembling existing playground at Jackson Street Park to relocate that equipment to Miller Farm Park in preparation for the Better Together Playground.

Additionally, we will be working on the construction of a storage facility for the maintenance team and their equipment.

## **Staffing**

I have hired two of our seasonal employees to fill two full-time vacant maintenance positions. One of these positions has been open since last fall, the other was created when Joe Burbaugh retired. We utilized the summer part time positions as an extended vetting period, and I am very happy with the staff that we have found through that process.



**Willard Police Department**  
**October 2023 - Monthly Statistical Report**



Administration	Officer – DSN	Case #'s
Tom McClain, Chief	1601-001	10
Shannon Shipley, Major	1602-003	17
<b>Total</b>		<b>27</b>

Squad #1	1604-044	Billie Deckard, Cpl.	1	Squad #2	1603-027	Steve Purdy, Sgt.	18
	1607-050	Caleb Steen, Sr. Officer	14		1608-054	Stefan Collette, Sr. Officer	50
	1605-056	Mark Cole, Officer	49		1610-061	Christian Smith, Officer	31
	1606-059	Nicholas Browitt, Officer	22		1609-063	Cody Weatherford, Officer	16
	<b>Total</b>		<b>86</b>		<b>Total</b>		<b>115</b>

Reserves	Officer	Officer Names	Case #'s	Hours
	1644-057	Matthew Hanson, PT Officer	1	18
	1641-014	Brian Gordon, Reserve		5
	1642-015	JD Landon, Reserve		27
	1645-047	Glenn Cozzens, Reserve		9.5
	1646-031	Andrew Hunt, Reserve		
	1643-048	Tim Wheeler, Reserve		
	<b>Total</b>		<b>1</b>	
<b>Total Incidents for the month...</b>			<b>229</b>	

**Incident Statistics**

Felony	7	HBO (Handled by Officers)	118
Misdemeanor	2	Use of Force	0
Infraction	73	Dog at Large	3
Other (Services)	147	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 2021 Ford F-150	25,534	842	21	40		97.49
WPD-02 2021 Charger	52,616	1,864	32	58	201.47	1,024.96
WPD-04 2023 Durango	6,965	2,176	28	78		147.49
WPD-05 2023 Charger	3,007	1,414	14	101		713.46
WPD-07 2017 Explorer	23,824	180	22	8		94.49
WPD-08 2008 Harley	6,010	68	2	34		0

**Monthly Vehicle Maintenance Details**

WPD-01:	WPD-05:
WPD-02: multi-point inspection	WPD-06:
WPD-04:	WPD-07:

Misc. Dept. Info:



## Planning Department Report November 2023

### Permits - October

Permits Issued	Fee's collected (October)	Est. Value of Work (October)	Permits Issued (YtD)	Fee's Collected (YtD)	Est. Value of Work (YtD)
6	\$190	\$57700	137	\$110,106	\$10,519,965.51

*Sunshine requests included the US Census, Data Dodge Analytics, and Buildzoom*

### Current Development

ATM Subdivision: This project should be completed aside from the floodplain revisions, which will need to be sent to and approved by FEMA before a final plat can be considered and granted by the city.

Hoffman Hills: Phase 1 the lots have been sold, and building permits have been submitted. Phase 2 excavation permits have been approved groundwork has begun.

Canterbury Place: 1 houses is still under construction.

West Ridge: There is only 1 open building permit remaining. The silo has been painted and finished. The builder is responsible for setting up the HOA, if they do not then they will remain the liable party for maintenance of common spaces and stormwater.

Stone Creek: Flint Rock has received multiple building permits for homes in the new subdivision. A few are nearing completion.

Generations Village: We are also working on getting the DNR permits and final plat recorded.

Tammy Nephew  
Planning Assistant  
417-742-5308

## Public Works Report

October 2023

80 Service Orders

122 One Calls

72 Rereads

32 Shut Offs

5 After hour call ins

### Water Department

1. Water certification classes for 3 crew members.
2. Repaired water leaks on Miller, Excalibur.
3. Completed dirt work and yard repairs for multiple work sites.
4. Meter reads completed.
5. 6 new services installed.
6. Water samples completed.
7. Meadows water tower has been rewired so that it has electricity and lights again.
8. We have started to winterize the water system.

### Sewer Department

1. 22 Air Release Valves (A.R.V.'S) inspected and serviced.
2. Cleared a sewer main blockage at Willard Elementary.
3. Wastewater certification classes for 3 crew members.
4. Repair made to lagoon road.
5. Repair made to liftstation D pump.
6. Repairs were made to the regional lift station.
7. Repair work done to Lagoon pump (ignition switch, drive shaft repair).



8. Sewer samples completed.
9. Repairs made to sewer jetter along with new nozzle ordered.
10. Enzyme totes relocated to shop for winter storage.
11. Pipe moved from 94 liftstation to lagoons so that construction could begin.
12. Construction started at 94 liftstation for Variable Frequency Drives (VFD) installation.

### Streets Department

1. Gabian Baskets assembled for an upcoming storm water project.
2. Asphalt road cuts and repairs Miller, Ross.
3. Pothole repairs.
4. Two trucks sent to bus Andrews for snowplow harnesses.
5. New snowplow and spreader.
6. Cleared blocked storm drain on Knight St., New Melville.
7. Started construction on new salt building at the lagoons.
8. Placed dead end reflector signs on Granite St.
9. Repair to Berry St. and Canterbury St. signs.

We have applied for a grant for safety Equipment and been approved, thanks to the efforts of Trevor Hoffman For items such as Trench shoring and road plates and stabilizers.

# **CITY OF WILLARD, MISSOURI**

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



Agenda Item #6

## **Discussion/Vote to appoint members to the Planning and Zoning Commission**

- 1. Terry Kathcart**
- 2. David Kinsman**

# APPLICATION FOR APPOINTMENT TO BOARD

NAME: (Please Print) Ferry Kathcart DATE OF APPLICATION: 7 Nov 2023  
ADDRESS: 704 Sidney, Willard 65781  
PHONE NUMBER: 417-353-6782

Do you live within the city limits of Willard?  YES  NO

If YES, how long have you been a resident of Willard? 18 years

Please choose the areas of most interest:

Planning & Zoning  Park Advisory Board  Economic Development Task Force  
 Tree Board

Have you served in this capacity before?  YES  NO

If YES, please explain: P&Z chair

Please describe why you would like to serve:

I believe in Willard and its future growth

Please describe any education or experience that would assist you in serving:

I served on P&Z (Willard) 10+ years

I certify that the above information is correct. I understand that appointments are recommended by the Mayor to the Board of Aldermen for approval and that I may be asked to provide additional information.

Signature: [Signature]

Date: 7 Nov 2023

**Thank you for your interest and desire to serve your community!**

Return this completed application to the City Clerk by mail at: PO Box 187, Willard, MO 65781

By fax at: (417) 742-3080 or drop off at Willard City Hall, 224 W. Jackson St.

# APPLICATION FOR APPOINTMENT TO BOARD

NAME: (Please Print) David Kinsman DATE OF APPLICATION: 11/07/2023

ADDRESS: 104 E Robberson St Willard

PHONE NUMBER: 573-337-9626

Do you live within the city limits of Willard?  YES  NO

If YES, how long have you been a resident of Willard? 8+ yrs

Please choose the areas of most interest:

Planning & Zoning  Park Advisory Board  Economic Development Task Force

Tree Board

Have you served in this capacity before?  YES  NO

If YES, please explain:

---

---

Please describe why you would like to serve:

---

---

Please describe any education or experience that would assist you in serving:

---

*I certify that the above information is correct. I understand that appointments are recommended by the Mayor to the Board of Aldermen for approval and that I may be asked to provide additional information.*

Signature: David Kinsman

Date: 11/07/2023

**Thank you for your interest and desire to serve your community!**

Return this completed application to the City Clerk by mail at: PO Box 187, Willard, MO 65781

By fax at: (417) 742-3080 or drop off at Willard City Hall, 224 W. Jackson St.

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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 #8

**Discussion/Vote to change authorized signers on the Court checking account.**

## Court Checking Account Changes

Name of account needs to be changed from City of *Willard JIS Account* to Willard Municipal Division.

David W. Doran, Municipal Court Judge needs to be added to account, but not as a signer.

Check signers need changed from *Dona Slater and Carolyn Halverson* to Court Clerks Terry Forshee, Hannah Royster, and Director of Finance Carolyn Halverson if one court clerk is not available. (Director of Finance will approve checks before signing per auditor.)

# **CITY OF WILLARD, MISSOURI**

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



Agenda Item #10

## **Discussion/Vote on Employee Medical Insurance Proposal**

## EMPLOYEE MEDICAL INSURANCE PROPOSAL

Our insurance brokers Ollis, Akers, Arney put out bids for employee insurance.

All insurance rates stayed the same except for health insurance.

The proposal from United Healthcare came in less than Anthem, Blue Shield.

United Healthcare provided several options. Most employees are concerned about the yearly deductible amount. I recommend Option 3. The current deductible for employees is \$2500 per year. Option 3 will reduce the deductible to \$1500 per year for the employee and \$3000 for the family, and copays will remain the same with this option.

Option 3 is a 3.93% increase from 2023 rates.

Dona Slater





**City of Willard**

**Medical Coverage/Rate Comparison Renewal**

X

	Current	Option 1	Option 2	Option 3	Option 4
<b>Medical Coverage:</b>	UHC CP-BB K35Y	UHC CV-7C K35Y	UHC CV-7D K35Y HSA w/ Prem Rewards	UHC CV-7H K35Y	UHC CV-7N K35Y
Individual Deductible	\$2,500	\$2,500	\$5,000	\$4,000	\$2,500
Family Deductible	\$5,000	\$5,000	\$10,000	\$8,000	\$5,000
Individual Out of Pocket	\$5,500	\$6,000	\$6,500	\$6,500	\$6,000
Family Out of Pocket	\$11,000	\$12,000	\$13,000	\$13,000	\$12,000
Coinsurance %	20%	20%	0%	20%	20%
Physician's Co-Pay	\$15	\$35	\$20 copay after Ded is met	\$15	\$35
Specialists Co-Pay	\$75	\$75	\$50 copay after Ded is met	\$75	\$75
Inpatient Hospital	Ded + 20%	Ded + 20%	0% after Ded is met	Ded + 20%	Ded + 20%
Outpatient Hospital	Ded + 20%	Ded + 20%	0% after Ded is met	Ded + 20%	Ded + 20%
Urgent Care	\$25 Copay	\$50 Copay	\$50 copay after Ded is met	\$25 Copay	\$50 Copay
Emergency Room	Ded + \$300 + 20%	\$500 Copay then 20%	\$250 Copay after Ded is met	Ded + \$300 + 20%	\$500 Copay then 20%
Rx Deductible	N/A	N/A	Medical Deductible	N/A	N/A
Rx Copays tier 1/tier 2/tier 3/tier 4	\$10/\$40/\$125/\$300/\$500E	\$10/\$40/\$125/\$300/\$500E	\$10/\$40/\$125/\$300/\$500E	\$10/\$40/\$125/\$300/\$500E	\$10/\$40/\$125/\$300/\$500E
Preferred Network	Choice Plus	Choice Plus	Choice Plus	Choice Plus	CORE
<b>Rates:</b>					
Employee	Age/Sex Rated - See Proposal for Rate Table	Age/Sex Rated - See Proposal for Rate Table	Age/Sex Rated - See Proposal for Rate Table	Age/Sex Rated - See Proposal for Rate Table	Age/Sex Rated - See Proposal for Rate Table
Employee/Spouse					
Employee/Children					
Family					
Monthly Medical Premium:	\$36,649.88	\$37,461.14	\$35,754.53	\$38,089.96	\$34,440.21
Percentage Increase:		2.21%	-2.44%	3.93%	-6.03%

**THIS IS ONLY A SUMMARY OF COVERAGES.**

While every effort has been made to ensure the accuracy of the information provided, in rare occasions errors in the transfer of information may occur. Out of Network benefits are available, for details please refer to the Summary of Coverage OTHER CARRIERS QUOTED:

# **CITY OF WILLARD, MISSOURI**

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



Agenda Item #11

## **Discussion/Vote on Ordinance to amend Section 110.030 Hours of Meetings of the Willard Municipal Code (1<sup>st</sup> and 2<sup>nd</sup> Read)**

AN ORDINANCE

AN ORDINANCE APPROVING A MUNICIPAL CODE AMENDMENT TO SECTION 110.020 AND SECTION 110.030 OF THE MUNICIPAL CODE OF THE CITY OF WILLARD PERTAINING TO BOARD OF ALDERMEN REGULAR MEETINGS.

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

Section 1: The City does hereby amend Title I. Government Code, Chapter 110: Mayor and Board of Aldermen, Article I. In General, Section 110.020 as follows:

**SECTION 110.020: REGULAR MEETINGS**

The Board of Aldermen of the City of Willard shall convene for regular meetings on the second (2nd) and fourth (4<sup>th</sup>) Mondays of each month of each year at the Willard City Hall or Community Building, Willard, Missouri, to carry on its functions of care, management and control of the City and its finances as prescribed by law. Provided, that if the regular meeting falls on a legal holiday, the meeting shall take place on the next secular day. Adjourned meetings may be held at such time as the Board may determine. (Ord. No. 74111 1A §2, 1-13-75; Ord. No. 75512 §1, 5-12-75; Ord. No. 070514B §1, 5-14-07; Ord. No. 080623B §1, 7-14-08)

Section 2: The City does hereby amend Title I. Government Code, Chapter 110: Mayor and Board of Aldermen, Article I. In General, Section 110.030 as follows:

**SECTION 110.030: HOURS OF MEETINGS**

The Board of Aldermen's meetings, as prescribed in Section 110.020 hereof for the second (2nd) and fourth (4<sup>th</sup>) Mondays of each month, shall convene promptly at 6:00 P.M. and adjourn upon motion duly approved thereafter, unless the Mayor shall modify said hour to convene by giving notice to each member of the Board and posting said hour change in at least three (3) public places in the City at least twenty-four (24) hours prior to said meeting date. (Ord. No. 74111 1A §3, 1-13-75; Ord. No. 75512 §2, 5-12-75; Ord. No. 870413-A, 4-13-87; Ord. No. 070514B §2, 5-14-07; Ord. No. 080623B §2, 7-14-08)

BILL NO. 23-12

ORDINANCE NO. 231113A

Section 3: 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 13th DAY OF NOVEMBER 2023.

# **CITY OF WILLARD, MISSOURI**

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



Agenda Item #13

## **Discussion/Vote on Ordinance for a contract agreement with Quadient Leasing USA, Inc. for the Folding/Inserter machine.**

**(1<sup>st</sup> and 2<sup>nd</sup> Read)**

First Reading: 11/13/2023

Second Reading: 11/13/2023

Council Bill No.: 23-13

Ordinance No.: 231113B

AN ORDINANCE

**Accepting the proposal by Quadient Leasing USA Inc. to provide a folder inserter machine for City Hall and authorizing the Mayor to execute all necessary documents on behalf of the City of Willard.**

**WHEREAS**, the City of Willard has a need for a folder inserter machine at City Hall; and,

**WHEREAS**, the City of Willard has selected Quadient Leasing USA Inc. to provide the services as itemized in detail in Exhibits "A" as attached hereto.

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

Section 1: That the Mayor, on behalf of the City of Willard, Missouri is hereby authorized to accept the proposal of Quadient Leasing USA Inc. to provide the services described in Exhibits "A".

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

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_, City Clerk

Approved as to form: \_\_\_\_\_, City Attorney

READ TWO TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE 13<sup>th</sup> DAY OF NOVEMBER 2023.

# EXHIBIT "A"

**Customer**

<b>Organization</b>	City of Willard		
<b>DBA</b>			
<b>Address</b>	PO Box 187		
<b>City State Zip</b>	Willard	MO	65781
<b>Phone</b>	(417) 742-5301	<b>Fax</b>	

**Purchase Order - Lease**

NASPO/ValuePoint Contract #: CTR056809  
 and / or  
 State Participating Addendum (PA) #:  
 CC221938008 (MO)

**Vendor**

<b>Company Name</b>	Quadient Leasing USA Inc.	<b>FEDERAL ID#</b>	94-2884624
<b>Attention</b>	Government Sales	<b>DUNS#</b>	150836872
<b>Address</b>	478 Wheelers Farms Rd		
<b>City State Zip</b>	Milford	CT	06461
<b>Phone</b>	(866) 448-0045	<b>Fax</b>	(203) 301-2600

**Ship To**

<b>Organization</b>	City of Willard		
<b>Attention</b>	Carolyn Halverson		
<b>Address</b>	224 W Jackson St		
<b>City State Zip</b>	Willard	MO	65781
<b>Phone</b>	(417) 742-5301	<b>Email</b>	cfo@cityofwillard.org

P.O. Number	P.O. Date	Requisitioner	Shipped Via	F.O.B. Point	Terms
			Ground	Destination	Quarterly Invoicing
QTY	Unit	Description	Unit Price	Total	
60	Months	Lease Payment	\$289.85	\$17,991.00	

Lease payment specified above for products listed below includes, as applicable, reduced price equipment maintenance to reflect first year free, meter rental, meter resets, postal rate changes, software license/support/subscription fees, delivery, installation, and operator training.

**Products**

QTY	Product ID	Description
1	DS64I-INT2SE	2 Station Expert 2 Auto Fdr + CIS Scanner + Multi License

- 1) Order is governed under the terms and conditions of the NASPO/ValuePoint Master Price Agreement Contract Number CTR056809. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
- 2) Payments will be sent to:  
 Quadient Leasing USA, Inc.  
 Dept 3882  
 PO Box 123682  
 Dallas TX 75312-3882
- 3) Send all correspondence to:  
 Quadient Leasing USA, Inc.  
 478 Wheelers Farms Rd  
 Milford CT 06461  
 Phone: 203-301-3400  
 Fax: 203-301-2600

 \_\_\_\_\_  
 Authorized by

 \_\_\_\_\_  
 Date

 \_\_\_\_\_  
 Print Name

 \_\_\_\_\_  
 Title



### Why Wait Program Agreement

The Quadient Leasing Why Wait program entitles you to upgrade your Quadient equipment up to 6 months prior to the end of the term of your Current Lease. Your new lease term will automatically commence and billing will begin after your Current Lease has reached the end of its current term. The transition from your Current Lease to the New Lease will be seamless.

By electing to participate in this program, you agree to the following:

- You agree to continue making payments on lease number N19021405 through the end of its Initial Term or, if applicable, the current Renewal Term.
- The term of the new lease, being signed concurrently with this agreement, ("New Lease") will commence when the Current Lease reaches the end of its Initial Term or, if applicable, the current Renewal Term.
- The Products that are subject to the Current Lease will be replaced with the Products identified in the New Lease for the remainder of the Current Lease's Initial Term or, if applicable, the current Renewal Term.
- If a subscription to the Impress Platform is included on the New Lease, then any associated Usage Fees will be in addition to the payments on the Current Lease and the New Lease.
- The replaced products from the Current Lease must be returned to us within thirty (30) days of the effective date of this agreement.

Company: City of Willard

Signature: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Company: Quadient Leasing USA Inc.

Signature : \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# **CITY OF WILLARD, MISSOURI**

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



Agenda Item #14

**Discussion/Vote on Ordinance for a contract agreement with  
Decker & DeGood, PC for auditing services.**

**(1<sup>st</sup> and 2<sup>nd</sup> Read)**

First Reading: 11/13/2023

Second Reading: 11/13/2023

Council Bill No.: 23-14

Ordinance No.: 231113C

AN ORDINANCE

**ACCEPTING THE PROPOSAL OF DECKER & DEGOOD, PC TO PROVIDE PROFESSIONAL AUDIT SERVICES FOR THE CITY OF WILLARD AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS ON BEHALF OF THE CITY OF WILLARD.**

WHEREAS, the City of Willard, Missouri did advertise and seek Proposals from qualified firms for the purpose of providing professional audit services, and

WHEREAS, the City of Willard has selected the firm of Decker & DeGood, PC 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 Board of Aldermen does hereby accept the proposal of Decker & DeGood, PC to provide professional auditing services for the City of Willard, and authorizes the Mayor, on behalf of the City of Willard to execute an agreement between the City of Willard and Decker & DeGood, PC to provide said services in substantial form and content as described in the attached agreement hereto and incorporated herein by reference as 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 13th DAY OF NOVEMBER 2023.

# EXHIBIT "A"

Contract #09-2023GEN-2-RFP

City of Willard  
224 W. Jackson  
Willard, MO 65781  
Ph. 417-742-5301  
Fax 417-742-5331

NAME, ADDRESS & PHONE OF CONTRACTOR

Decker & DeGood, PC  
ATTN: MARSHALL Decker  
3259 E SUNSHINE ST. N. SPRINGFIELD,  
MO 65804  
Ph. 417-887-1888  
Fax 417-887-0028  
EMAIL: MARSHALL@DDGOODCPA.CO

## AGREEMENT

1. The City agrees to engage the Contractor and the Contractor agrees to perform, in strict accordance with Exhibit A.
2. The services of the Contractor shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Contractor in Exhibit B. The term of the Agreement shall be for the period specified in Exhibit C.
3. The City agrees to pay the Contractor in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Contractor.
4. All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.
5. The Contractor shall fully coordinate its activities in the performance of the contract with the activities of the City.
6. The Contractor represents that Contractor will secure at Contractor's own expense, all personnel required to perform the services called for under this contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.
7. **Termination:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner Contractor's obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. In any such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Contractor shall, at the option of the City become its property. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the date of termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.
8. **Assignment:** The Contractor shall not assign any interest in this contract, and shall not transfer any

interest in the same (whether by assignment or novation), without prior written consent of the City. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. Any reports, data, or similar information given to or prepared or assembled by the Contractor under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without prior written approval of the City.
10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal Addendum to the Contract, mutually agreed to by the City and the Contractor. Upon request by the City, the Contractor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.
11. **Contract Documents:** The agreement between the City of Willard and the Contractor shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any addenda thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and addenda thereto shall govern over the Contractor's Proposal and addenda thereto. However, the City reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Contractor is cautioned that the proposal shall be subject to acceptance without further clarification.
12. **Appropriation of Funds:** In the event that funds are not appropriated by the Board of Aldermen of the City of Willard for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.
13. The Contractor agrees and understands that the City of Willard's Agreement to the Contract may be predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Contractor's proposal. Therefore, the Contractor agrees that no substitution of such specific individuals and/or personnel qualifications shall be made without the prior written approval of the City. The Contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the City's approval of a substitution shall not be construed as an acceptance of

the substitution's performance potential. The City of Willard agrees that an approval of a substitution will not be unreasonably withheld.

14. **General Independent Contractor Clause:** This agreement does not create an employee/employer relationship between the parties. It is the parties intention that the Contractor will be an Independent Contractor and not the City's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue code, Missouri revenue and taxation laws, Missouri Workers' Compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.
15. The Contractor shall not be entitled to any of the benefits established for the employees of the City or be covered by the Workers Compensation Program of the City.
16. **Certification of Non-Resident/Foreign Contractors:** If the Contractor is a foreign corporation or non-resident Contractor, it is agreed that the Contractor shall procure and maintain during the life of this contract:
  - A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.
  - B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.
17. **Nondiscrimination:** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.
18. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.
19. **Contractor's Responsibility for Subcontractors:** It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this

contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.

20. **Insurance:** The certificates of insurance, required in the Request for Proposal, including evidence of the required endorsements of the policies shall be filed with the City of Willard within ten (10) days of the date of receipt of the Award of the contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question, prior to modification or cancellation of insurance. Such notices shall be mailed, return receipt requested to: City of Willard, P.O. Box 187, Willard, Missouri 65781.
21. **Liability and Indemnity:**
- A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
  - B. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work of any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.
  - C. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
  - D. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.
  - E. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.
  - F. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.
22. **Conflict of Interest:** No salaried officer or employee of the City and no member of the Board of Aldermen shall have a financial interest, direct or indirect, in this contract. A violation of this

provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

- 23. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, Addendum, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.
- 24. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.
- 25. **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.
- 26. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to City of Willard, P.O. Box 187, Willard, Missouri 65781, and the Contractor at the above address. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the date first above written.

CITY OF WILLARD, MISSOURI

By: \_\_\_\_\_  
Samuel Snider, Mayor, City of Willard

Date: \_\_\_\_\_

Contractor Decker & DeBord PC  
for By: Marshall Decker

Date: 10/24/23

**CERTIFICATE OF THE DIRECTOR OF FINANCE:**

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

\_\_\_\_\_  
Director of Finance

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

REQUEST FOR PROPOSAL #09-2023GEN-2-RFP

AFFIDAVIT OF COMPLIANCE

To be submitted with vendor's Proposal

We DO NOT take exception to the RFP Documents/Requirements.

We TAKE exception to the RFP Documents/Requirements as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I have carefully examined the Request for Proposal and agree to abide by all submitted pricing, delivery, terms and conditions of this bid unless otherwise stipulated herein. If awarded the bid, a corporate officer must sign the contract. If someone other than a corporate officer signs the contract, a letter signed by a corporate officer, stating the authority of the individual signing the contract must be submitted.

SIGNATURE AND IDENTITY OF BIDDER: The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing the intention of binding himself to become the responsible and sole Contractor) he is duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below).

sole individual       partnership       joint venture

corporation      State Incorporated: Missouri

Company Name Decker's Decks & PC      ADDENDA

By Marshall Decker  
(Authorized Person's Signature)

Bidder acknowledges receipt of the following amendment:

MARSHALL Decker  
(Print or type name and title of signer)

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Company Address \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email \_\_\_\_\_

Fax: \_\_\_\_\_

FEID No. \_\_\_\_\_

Date: \_\_\_\_\_



**CITY OF WILLARD  
STATEMENT OF "NO BID"  
IFB #09-2023GEN-2-RFP**

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

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR IFB #09-2023GEN-2-RFP FOR AUDITING  
SERVICES FOR THE FOLLOWING REASON(S):

- SPECIFICATIONS ARE TOO "TIGHT"
- INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.
- UNABLE TO MEET SPECIFICATIONS.
- UNABLE TO MEET INSURANCE REQUIREMENTS.
- SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).
- OTHER (PLEASE SPECIFY BELOW).

REMARKS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT A - PER BID PROPOSAL**

**PROPOSAL #09-2023GEN-2-RFP  
SPECIFICATIONS**

**2.2 Scope of Work**

- 2.1.1 Financial audit - The Independent Auditor shall audit all funds and account groups using the standards for financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the provisions of the U.S. Management & Budget (OMB) Circular A-133, Audits of State and Local Governments.
- 2.1.2 The audit shall result in the preparation of financial statements from the audited records of the City with the Auditors' opinion included.
- 2.1.3 The Auditor shall perform tests of compliance and internal controls in accordance with Government Auditing Standards; OMB Circular A-133, Audits of State and Local Governments.
- 2.1.4 Submission of reports - The firm shall provide the City with ten (10) copies and a searchable pdf file of the complete financial statements, Auditor's report, and management letter including management responses no later than May 15th following the audit year. A financial report, including Auditor's reports on internal controls and compliance, must be submitted to the Auditor of Public Accounts no later than 90 days after the presentation to the Board of Aldermen. Prior to May 30<sup>th</sup> following the audit year, a presentation by the auditor, to include a question and answer session, will be made to the Board of Alderman.
- 2.1.5 As guided by AICPA Auditing Standards Board Statement on Auditing Standard No. 68, the Auditor should exercise due professional care in understanding the type of engagement and if during the audit the auditor becomes aware that the City is subject to audit requirements which may not be encompassed in the terms of this RFP it should be communicated to the City contact that the requested audit may not satisfy the requirements.
- 2.1.6 The Auditor will provide a copy of the work papers; and in addition, any analysis pertaining to any questioned costs determined in the audit. The work papers must be concise and provide the basis for the questioned costs as well as any analysis of the problem.
- 2.1.7 Describe the procedure for technical questions that may come up during the year, and whether these occasional services are covered in the proposed fee structure.
- 2.1.8 The Auditor will provide a depreciation schedule for capital assets at the end of the year as part of the service in the proposed fee structure.

## **2.2 Reporting Requirements**

**The Auditor shall issue the following reports as requested in 2.1.4:**

- 2.2.1 A Summary Statement of Financial Condition. The Independent Auditor should prepare the Summary Statement of Financial Condition for publication.
- 2.2.2 A report on the fair presentation of the general-purpose financial statements and the combining individual fund and individual account group financial statements in conformity with generally accepted accounting principles.
- 2.2.3 A report on the internal control structure based on the Auditor's understanding of the control structure and assessment of control risk. The Auditor shall communicate all reportable conditions (as defined by the AICPA) found during the audit in the report on internal controls. Non-reportable conditions discovered by the Auditor shall be reported either in the report on internal controls or in a separate letter to management.
- 2.2.4 A report disclosing the status of findings and recommendations from previous audits that has remained uncorrected.
- 2.2.5 The Auditor shall be required to make an immediate, written report of all irregularities and illegal acts, or indications of illegal acts of which they become aware to the Mayor and the Board of Aldermen.
- 2.2.6 Report preparation, editing and printing shall be the responsibility of the Auditor.
- 2.2.7 The Auditor shall submit a management letter including management's response with each audit. The letter should offer suggestions for improvement in financial management and internal controls.

EXHIBIT B - FEES

PROPOSAL #09-2023GEN-2-RFP

City of Willard Audit Fees

Annual Fees	2023	2024	2025	2026	2027
Financial Statement Audit	\$ 14500	\$ 15000	\$ 15500	\$ 16000	16500
Uniform Guidance Single Audit*	\$ 3500	\$ 3500	\$ 3500	\$ 3500	3500

\*A uniform Guidance Single Audit will be required if federal award expenditures exceed \$750,000 in one year.

PROPOSAL #09-2023GEN-2-RFP

1.3 GENERAL REQUIREMENTS

1.3.9 Awarded contract is to be effective immediately upon acceptance by the Board of Aldermen, and the term of the contract will be one year with, at the option of the City, up to 4 (four) one-year extensions.

# **CITY OF WILLARD, MISSOURI**

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



Agenda Item #15

**Discussion/Vote to approve a Work Authorization to CJW,  
Inc. for Engineering of Jackson Street Overlay.**

**CITY OF WILLARD**  
**INTERNAL MEMORANDUM**

**TO:** Mayor Baird and BOA

**FROM:** S. D. Bodenhamer

**RE:** Jackson Street Overlay

Attached is the Work Authorization from CJW, Inc. for the engineering of the Jackson Street Overlay. Also, attached is the underlying On Call agreement with CJW, Inc

We have a signed agreement with the Missouri Highway and Transportation Commission for Surface Transportation Block Grant funding in place through the Ozarks Transportation Organization (OTO). OTO's timeline is also attached.

**SPONSOR: City of Willard, Missouri**  
**LOCATION: Jackson Street Resurfacing**  
**PROJECT: STBG-5944(805)**

*THIS CONTRACT* is between *City of Willard, Missouri*, hereinafter referred to as the "Local Agency", and *CJW Transportation Consultants LLC*, hereinafter referred to as the "Engineer".

*INASMUCH* as funds have been made available by the Federal Highway Administration through its *Surface Transportation Block Grant (STBG)*, coordinated through the Missouri Department of Transportation, the Local Agency intends to mill and overlay Jackson Street and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

**ARTICLE I – SCOPE OF SERVICES**

See Attachment A

**ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:**

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 6.0 % of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 6.0 % of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

<u>DBE FIRM</u> <u>NAME,</u> <u>STREET AND</u> <u>COMPLETE</u> <u>MAILING</u> <u>ADDRESS</u>	<u>TYPE OF</u> <u>DBE</u> <u>SERVICE</u>	<u>TOTAL \$</u> <u>VALUE OF</u> <u>THE DBE</u> <u>SUBCONTRACT</u>	<u>CONTRACT</u> <u>\$ AMOUNT</u> <u>TO APPLY</u> <u>TO TOTAL</u> <u>DBE GOAL</u>	<u>PERCENTAGE</u> <u>OF</u> <u>SUBCONTRACT</u> <u>DOLLAR VALUE</u> <u>APPLICABLE TO</u> <u>TOTAL GOAL</u>
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### **ARTICLE III-ADDITIONAL SERVICES**

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

### **ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY**

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

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

### **ARTICLE V - PERIOD OF SERVICE**

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

- A. PS&E Approval by MODOT shall be completed on 05/30/2024
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

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

## ARTICLE VI – STANDARDS

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

## ARTICLE VII - COMPENSATION

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

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$ 2,188.79, with a ceiling established for said design services in the amount of \$ 17,823.01, which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$ 1,921.86, with a ceiling established for said inspection services in the amount of \$ 15,649.47, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
  1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
  2. An amount calculated at 150.11% of actual salaries in Item 1 above for home office rate payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
  3. An amount calculated at .76% of actual salaries in Item 1 above for Facilities Capital Cost of Money Rate, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
  4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus

5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

#### **ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES**

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

#### **ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER**

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

<b>Sub-Consultant Name</b>	<b>Address</b>	<b>Services</b>
----------------------------	----------------	-----------------

#### **ARTICLE X - PROFESSIONAL ENDORSEMENT**

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

#### **ARTICLE XI - RETENTION OF RECORDS**

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

#### **ARTICLE XII - OWNERSHIP OF DOCUMENTS**

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

#### **ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT**

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in

this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
  - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
  - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
  - 3. Any material contract breach by the Local Agency.

#### **ARTICLE XIV - DECISIONS UNDER THIS CONTRACT**

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

#### **ARTICLE XV - SUCCESSORS AND ASSIGNS**

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

#### **ARTICLE XVI - COMPLIANCE WITH LAWS**

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

#### **ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY**

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

#### **ARTICLE XVIII - NONDISCRIMINATION**

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

#### **ARTICLE XIX – LOBBY CERTIFICATION**

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

#### **ARTICLE XX – INSURANCE**

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

Agreement.

- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
  4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

#### **ARTICLE XXI - ATTACHMENTS**

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

Attachment A – Scope of Service

Attachment B - Estimate of Cost

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

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

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the City this \_\_ day of \_\_\_\_\_, 20\_\_.

**FOR: CITY OF WILLARD, WILLARD, MISSOURI**

**BY:** \_\_\_\_\_  
Sam Baird, Mayor, City of Willard

**ATTEST:** \_\_\_\_\_  
City Clerk

**FOR: CJW Transportation Consultants, LLC**

**BY:** \_\_\_\_\_  
Dane Seiler, President

**ATTEST:** \_\_\_\_\_

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

\_\_\_\_\_  
CITY ACCOUNTING OFFICER



## ATTACHMENT A

### Scope of Services

#### A. DESIGN PHASE - The Engineer will:

1. determine the needs of the Local Agency for the project;
2. Submit two copies of preliminary plans, estimates, and studies for review by Local Agency and Missouri Department of Transportation (MoDOT);
3. prepare detailed construction plans, cost estimates, specifications and related documents as necessary for the purpose of soliciting bids for constructing the project. Provision will be made in the contract documents for that portion of the work that will be performed by Local Agency's forces if applicable;
4. ensure compliance with water quality requirements by coordinating with the Missouri Department of Natural Resources and the U.S. Army Corps of Engineers and also insure compliance with the requirements of the Federal Emergency Management Agency (FEMA); and if deemed necessary, arrange to have the site examined by a qualified professional to determine wetlands impact on a subcontract/supplemental agreement basis.
5. ensure compliance with historic preservation requirements through coordination with the Missouri Department of Natural Resources if a Phase I or Phase II Cultural Resource Assessment, a MOA or HAER Documentation is deemed necessary, arrange to have the site examined by a qualified archaeologist on a subcontract/supplemental basis; if deemed necessary;
6. ensure compliance with all regulations in regards to noise abatement and air

quality, if necessary, including testing for the presence of lead and asbestos (not included in this contract); and

7. provide the Local Agency with five sets of completed plans, specifications and/cost estimates for the purpose of obtaining construction authorization from the Missouri Department of Transportation.

**B BIDDING PHASE - The Engineer will:**

1. upon receipt of construction authorization from MoDOT, make final corrections resulting from reviews by agencies involved, and provide an adequate number of plans, specifications, and bid documents to the Local Agency;
2. provide the Local Agency with a list of qualified area bidders and assist Local Agency in advertising for bids; and
3. assist the Local Agency in evaluating bids and requesting concurrence in award from MoDOT;

**C. CONSTRUCTION PHASE - The Engineer will serve as the Local Agency's representative assistant for administering the terms of the construction contract between Local Agency and their Contractor. Engineer will endeavor to protect the Local Agency against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Engineer responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Engineer's services will include more specifically as follows:**

1. assist the Local Agency with a pre-construction conference to discuss project details with the Contractor;
2. make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be accomplished by the contractor's forces. The Engineer will accompany MoDOT and FHWA representatives on visits of the project site as requested;
3. check shop drawings and review schedules and drawings submitted by the Contractor;
4. reject work not conforming to the project documents;
5. Prepare change orders for issuance by the Local Agency as necessary and assure that proper approvals are made prior to work being performed;
6. review wage rates, postings, equal employment opportunity and other related items called for in the contract documents;

**ATTACHMENT B  
ESTIMATE OF COST**

Engineering Services

<b>Design Phase Services</b>		<b>Hours</b>	<b>Rate</b>	<b>Cost</b>
Preliminary Design				
Engineer		62.0	\$ 68.00	\$ 4,216.00
Designer		42.0	\$ 48.00	\$ 2,016.00
<b>Sub-Total for Preliminary Services</b>		104.0		\$ 6,232.00
<b>Payroll Overhead</b>	150.11%			\$ 9,354.86
<b>General &amp; Administrative</b>	0.76%			\$ 47.36
<b>Sub-Total for Final Design and Row (Including Overhead)</b>				\$ 15,634.22
<b>Fixed Fee</b>	14.00%			\$ 2,188.79
<b>Total for Design Phase Services</b>				\$ 17,823.01

<b>Construction Administration Phase Services</b>		<b>Hours</b>	<b>Rate</b>	<b>Cost</b>
Bidding Phase				
Engineer		12.0	\$ 68.00	\$ 816.00
Clerical		12.0	\$ 28.00	\$ 336.00
<b>Sub-Total for Bidding Services</b>		24.0		\$ 1,152.00
<b>Payroll Overhead / General &amp; Administ</b>	150.11%			\$ 1,729.27
<b>Facilities Capital Cost of Money Rate</b>	0.76%			\$ 8.76
<b>Sub-Total for Bidding Services (Including Overhead)</b>				\$ 2,890.02
Construction Administration Phase Services				
Engineer		24.0	\$ 68.00	\$ 1,632.00
Inspector		84.0	\$ 32.00	\$ 2,688.00
<b>Sub-Total for Construction Administration Phase</b>		108.0		\$ 4,320.00
<b>Payroll Overhead / General &amp; Administ</b>	150.11%			\$ 6,484.75
<b>Facilities Capital Cost of Money Rate</b>	0.76%			\$ 32.83
<b>Sub-Total for Construction Administration (Including Overhead)</b>				\$ 10,837.58

<b>Fixed Fee</b>	14.00%				<b>\$ 1,921.86</b>
<b>Total for Construction Administration Phase Services</b>					<b>\$ 15,649.47</b>
<b>Direct Cost</b>					
Mileage		300.0	\$ 0.6550		\$ 196.50
<b>Maximum Contract Amount</b>					<b>\$ 33,668.98</b>
<b>Other Direct Cost not covered by this agreeemnt</b>					
	Services related to Right-Of-Way Appraisals and Purchase				
	Phase I or II Cultural Resource Assessment				
	MOA or HAER Documentation				
	Wetlands or Endgagered Species Specialist Services				
	No Rise Certification				
	Materials Testing				

## ATTACHMENT C

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

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#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each

participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.

<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## ATTACHMENT D

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

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#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.  
<https://www.epis.gov/epis/search.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



**Attachment E**  
**Disadvantage Business Enterprise Contract Provisions**

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.
2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.
3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.
4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:
  - A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.
  - B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.
  - C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.
  - D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.
5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.
6. Verification of DBE Participation: Prior to final payment by the Local

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

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

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

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

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

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

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

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

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

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

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

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

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith

efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

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

**Firm Name (Consultant):** CJW Transportation Consultants, LLC

**Project Owner (LPA):** City of Willard

**Project Name:** Jackson Street Resurfacing Improvements

**Project Number:** STBG-5944 (805)

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

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

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

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

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

LPA

Consultant

Printed Name: \_\_\_\_\_

Printed Name: DANE SEWELL

Signature: \_\_\_\_\_

Signature: 

Date: \_\_\_\_\_

Date: 11/7/25

**CONTRACT FOR CONSULTING  
ENGINEER**

Contract dated Aug. 28, 2023 between THE CITY OF WILLARD, MISSOURI, whose mailing address is P.O. Box 187, Willard, MO 65781, hereinafter referred to as "CITY", and CJW TRANSPORTATION CONSULTANTS, LLC, whose mailing address is 5051 S. National Suite 7A, Springfield, MO 65810, hereinafter referred to as "CONSULTANT".

**ARTICLE I. SERVICES OF THE CONSULTANT**

CONSULTANT shall provide professional Transportation consulting services to the CITY in accordance with City of Willard Ordinances, in all facets of the CITY's engineering operations and maintenance. The terms and conditions, including fees, are attached and incorporated herein by reference as though fully set forth. The CONSULTANT represents that it is licensed to perform the agreed upon services described herein and covenants that it maintains all valid licenses, permits and registrations to perform same.

Contract is for an initial period of three (3) years, and up to two (2) optional, one (1) year extensions not exceeding a total of five (5) years from the date of Contract execution. The CITY will notify CONSULTANT a minimum of 30 days before expiration for contract extension.

**ARTICLE II. PAYMENT**

- A. In each such request of CITY to CONSULTANT for engineering, consultation service, the scope of services to be performed shall be mutually agreed upon in writing and the CONSULTANT shall be compensated on a time and expense basis set forth in Exhibit "A". CITY will pay CONSULTANT for services within ten (10) days after receipt of invoice based on billings submitted at the end of each month unless otherwise agreed in writing.
- B. Compensation payable to the CONSULTANT under this agreement shall be in addition to taxes or levies (including State and Local taxes) which may be assessed against the engineer by any state or subdivision directly on services performed or payments for services performed by the CONSULTANT pursuant to this Contract. Such taxes and levies which CONSULTANT may be required to collect or pay shall be in turn added by CONSULTANT to invoices submitted to CITY pursuant to this Contract.
- C. The following information shall be included in all billings submitted:
  - 1. Project Title and/or Number
  - 2. Specific time period covered by billing.
  - 3. Itemized breakdown of amount requested.
  - 4. Description of service(s) provided during billing period.
  - 5. Total of all previous requests to date.
  - 6. Total amount requested to date, including the current amount being requested (total of items 3 and 4 above).

- D. Per each assigned task performed, pursuant to this Contract, the total amount for all services and expenses shall not exceed seventy-four thousand, nine hundred, and ninety-nine dollars (\$74,999).
- E. Requests for payment shall be directed to the City Administrator of CITY.

### **ARTICLE III. CITY RESPONSIBILITIES**

The CITY shall furnish to the CONSULTANT and the CONSULTANT shall retain in its office during the term of this CONTRACT copies of all studies, accounting data, maps and other pertinent data as may be required by the CONSULTANT in the performance of services requested by the CITY.

### **ARTICLE IV. TERMINATION OF CONTRACT**

CITY or CONSULTANT may, with or without cause, at any time prior to the contract period specified in ARTICLE I., terminate this Contract, or any part thereof, by giving 30 days written notice to the other party. CONSULTANT shall be compensated for services performed prior to termination, together with any expenses incurred to-date of termination. CITY shall receive all work equal to the percent (%) of Consultant's invoiced amount prior to making final payment.

### **ARTICLE V. ASSIGNABILITY**

CONSULTANT shall not assign or transfer any interest in this Contract voluntarily or otherwise.

### **ARTICLE VI. TITLE TRANSFER**

The products of this Contract, such as all drawings, specifications, reports, and other materials of a similar nature, shall be the sole and exclusive property of CITY. Upon completion or other termination of this Contract, CONSULTANT shall deliver to CITY originals of any and all materials pertaining to this Contract.

### **ARTICLE VII. INSURANCE**

Such policies shall name the City of Willard as an additional named insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, [HTTP://www.insurance.mo.gov/industry/sovimmunity.htm](http://www.insurance.mo.gov/industry/sovimmunity.htm)).

The minimum coverage for the insurance referred to herein shall be as set out below:

- a. **Workers' Compensation**....Statutory coverage per RSMo 287.010 et seq  
**Employer's Liability**. ....\$1,000,000.00
- b. **Commercial General Liability Insurance**, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent CONSULTANTs, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Dollars and No/100

(\$2,000,000.00) for all claims arising out of a single accident or occurrence and at least Three Hundred Thousand Dollars and No/100 (\$300,000.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one CITY with respect to damages to property.

c. **Automobile Liability Insurance** covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Dollars and No/100 (\$2,000,000.00) for all claims arising out of a single accident or occurrence and at least Three Hundred Thousand Dollars and No/100 (\$300,000.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. **CITY's and CONSULTANTS's Protective Liability Insurance** to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Dollars and No/100 (\$2,000,000.00) for all claims arising out of a single accident or occurrence and at least Three Hundred Thousand Dollars and No/100 (\$300,000.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The CITY's and CONSULTANT's Protective Liability Insurance must:

- (1) Be a separate policy with the named insured being: The City of Willard;
- (2) Be with the same insurance company with which the CONSULTANT carries its Commercial General Liability Insurance and Automobile Liability Insurance; and
- (3) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. **Builders Risk Insurance** for contracts involving unoccupied structures. The CONSULTANT shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price. The policy shall name as insured the CONSULTANT and the City of Willard.

f. **Subcontracts.** In case any or all of this work is sublet, the CONSULTANT shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. CONSULTANT shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Willard through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

#### **ARTICLE VIII. INDEMNIFICATION**

- a. The CONSULTANT agrees to defend, indemnify, and save the City harmless from and against all claims, suits and actions of every description, brought against the City and from all damage and costs (including attorney's fees) by reason or on account of any

injuries or damages received or sustained by any person or persons, or their property, by CONSULTANT, its servants, agents or subcontractors in the construction of said work, or by any



negligence or carelessness in the performance of same, or on account of any act or omission of CONSULTANT, its servants, agents, or subcontractors, or arising out of the award of this contract to CONSULTANT.

- b. The CONSULTANT assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against, any and all liability, suits, claims damages, costs (including attorney's fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.
- c. The CONSULTANT shall indemnify and hold the city harmless from all wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

The certificate of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with CITY within ten (10) days after the date of execution of the Contract and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Willard  
PO Box 187  
224 W Jackson Street  
Willard, MO 65781

#### **ARTICLE IX. INDEPENDENT CONSULTANT**

It is stipulated and agreed that the CONSULTANT shall be an independent CONSULTANT in the performance of this Contract and shall have complete charge of the persons engaged in the performance of the work. The CONSULTANT shall perform the work in accordance with its own methods in an orderly and professional manner.

#### **ARTICLE X. NONWAIVER**

The failure of CITY to insist or enforce, in any instance, strict performance by the CONSULTANT of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such terms or right on any future occasion.

#### **ARTICLE XI. NONDISCLOSURE**

The CONSULTANT agrees not to divulge to third parties without written consent from CITY any information obtained from or through CITY in connection with the performance of this Agreement.

## **ARTICLE XII. NOTICES**

Any notice given by either party to the other hereunder is deemed served, if delivered in person, to the office of the representative authorized and designated in writing to act for the respective party, or if deposited in the mail, properly stamped with the required postage and addressed to the office of such representative as follows:

### CONSULTANT

CJW Transportation Consultants, LLC  
5051 S. National, Suite 4-110  
Springfield, MO 65810  
Ph: 417-889-3400

CITY (City of Willard) Sam  
Snider  
P. O. Box 187, 224 W Jackson  
Willard, Mo. 65781  
Ph: 417-742-3033

Either party may change any representative or address by giving the other party notice in writing of such change.

## **ARTICLE XIII. CONTRACT DOCUMENTS**

This Contract constitutes the entire agreement between the parties concerning the subject matter hereof, and all representations or agreements in respect thereof of whatever nature, expressed or implied, are superseded by this document. The Contract may be modified only by written instrument executed by the parties. This Contract shall be binding upon and shall inure to the benefit of CONSULTANT and the CITY and to their successors and assigns. This Contract shall be governed by the laws of the State of Missouri. Any action to interpret or enforce the provisions of this Contract shall be filed in the Circuit Court of Christian County, Missouri. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision.

## **ARTICLE XIV. ATTORNEY FEES AND COSTS**

If either party shall default in their performance under this Agreement, which default results in the expenditure of attorney's fees to enforce the terms of this Agreement or to recover damages for breach of this Agreement then the prevailing party shall receive their reasonable and actually incurred attorney's fees in addition to any other damages recovered.

## **ARTICLE XV. PERSONAL SUPERVISION BY**

The CONSULTANT warrants that \_\_\_\_\_, on behalf of CONSULTANT, will be responsible and in charge of performing the obligations and duties of the CONSULTANT under this Contract. Other personnel may be assigned as required to accomplish the specified engineering construction services. CONSULTANT covenants and warrants that it has the unlimited legal right to enter into this Contract and to perform in accordance with its terms without violating the rights of others or any applicable law and that it has not and shall not become a party to any other agreement of any kind which conflicts with this Contract. CONSULTANT shall indemnify and hold harmless the CITY from any and all damages, claims and expenses arising out of or resulting from any claim that this Contract violates any such agreements. Breach of this warranty shall operate to terminate this Contract automatically without notice as specified in Article IV and to terminate all

obligations of the CITY to pay any amounts which remain unpaid under this Contract.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract either personally or by duly authorized against as of the day and year first above written.

CONSULTANT

OWNER

By: 

By: 

CJ Wynn P.E.  
Project: CONSULTANT  
CJW Transportation Consultants, LLC

Sam Snider, Mayor  
City of Willard, MO

Approved as to form:

  
City Attorney

Certificate of Financial Officer:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore, and that the appropriate accounting entries have been made.

  
Director of Finance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Insurancenter 2901 Arizona Ave Joplin MO 64804		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 417-623-7500 E-MAIL ADDRESS: FAX (A/C, No): 417-623-0902															
<b>INSURED</b> CJW Transportation Consultants, LLC 5051 S National, Ste 7A & 7B Springfield MO 65810		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : CINCINNATI INSURANCE COMPANY</td> <td>10677</td> </tr> <tr> <td>INSURER B : Cincinnati Casualty Company</td> <td>28665</td> </tr> <tr> <td>INSURER C : Everest National Insurance Company</td> <td>10120</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : CINCINNATI INSURANCE COMPANY	10677	INSURER B : Cincinnati Casualty Company	28665	INSURER C : Everest National Insurance Company	10120	INSURER D :		INSURER E :		INSURER F :	
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**COVERAGES**

CERTIFICATE NUMBER: 1747998710

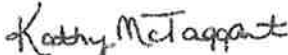
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			ECP0383831	4/22/2023	4/22/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ECP0383831	4/22/2023	4/22/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$			ECP0383831	4/22/2023	4/22/2024	<input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			EW0383832	4/22/2023	4/22/2024	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			AAEP000081231	4/22/2023	4/22/2024	Each Occurrence 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

City of Willard 473 State Highway 125 Strafford MO 65757	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---



# CJW

## 2023 Fee Schedule

Personnel Hourly Rates:

Principal	\$190.00
Senior Engineer I	\$190.00
Senior Engineer II	\$165.00
Project Engineer	\$119.00
Project Manager	\$115.00
Engineer Intern	\$87.00
Inspector	\$82.00
Senior Designer	\$92.00
Senior Designer II	\$86.00
Survey Manager / PLS	\$97.00
Survey Crew Chief	\$80.00
Survey Crew Member	\$66.00
2 Person Survey Crew	\$146.00
Traffic Data Collector	\$33.00
Engineering Technician	\$69.00
Administrator	\$38.00
Clerical	\$33.00

Expenses and Equipment Charges:

Vehicle (3/4 ton or less)	\$0.655/mile
Copies	\$0.10/each
Blueprints	\$0.55/sq. ft.
Real Time GPS Equipment	\$275.00/day
Robotic Prism-Less Instrument	\$215.00/day
Drone Usage	\$300.00/hour

**Reimbursable:** Travel Expenses, Outside Printing, Sub-Contractor Expenses

**Overtime (Over 8 hours a day, 40 hours a week, Saturdays, Sundays, and Holidays):**

1.5 times the hourly rate

# Jackson Street Resurfacing

From: Jennifer Thomas (jthomas@ozarkstransportation.org)

To: sbodenhamer@att.net

Cc: sfields@ozarkstransportation.org

Date: Friday, October 20, 2023 at 11:29 AM CDT

Steve,

I spoke with Dane Seiler at CJW. He indicated that they have not started engineering yet. This project likely qualifies for using the On-Call List, so I would encourage you to contact Dane Seiler and start negotiating the scope of work and fee estimate. This can't be executed until after the Program Agreement is executed, but you can get it ready to go.

I would also encourage you to enter the project into the RER system. The environmental clearances can be time consuming to obtain. I can submit this form for you, but I would need additional information on the potential ADA improvements that will be included in the project.

Here is a draft project schedule:

Phase	Maximum Time Frame	Projected Schedule
1. Programming Agreement	0 Months	October 2023
2. Engineering Services Contract Approval	1 Months	November 2023
3. Preliminary & Right-of-Way Plans Submittal	3 Months	February 2024
4. Plans, Specifications, & Estimate (PS&E) Submittal	5 Months	April 2024
5. Plans, Specifications, & Estimate (PS&E) Approval	6 Months	May 2024
6. Construction Contract Award	7 Months	June 2024
7. Final Project Closeout	TBD	TBD

Please let me know if you have any questions or if I can help you with anything else.

Thanks,  
Jen

Jennifer Thomas, P.E.  
Professional Engineer - MO, AR, TN, CA & NV



2208 W. Chesterfield Blvd, Suite 101  
Springfield MO 65807  
(417) 865-3042 ext. 108  
[jthomas@ozarkstransportation.org](mailto:jthomas@ozarkstransportation.org)

# **CITY OF WILLARD, MISSOURI**

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



Agenda Item #16

**Discussion/Vote to approve a Work Authorization to Allgeier, Martin and Associates Inc. for Design Engineering Services for the connection of the Meadows to the City of Springfield.**

**WORK AUTHORIZATION NUMBER AMA-OC-WILL-23-002  
TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

**THIS WORK AUTHORIZATION AGREEMENT**, made this \_\_\_\_\_ day of November, 2023, by and between **CITY OF WILLARD, MISSOURI**, hereinafter referred to as **OWNER**, and **ALLGEIER, MARTIN and ASSOCIATES, INC.**, hereinafter referred to as **ENGINEER**.

**WHEREAS**, the OWNER entered into a Contract with the ENGINEER dated November 28<sup>th</sup>, 2022 for "on-call" professional engineering services; and

**WHEREAS**, the OWNER intends to construct a Trunk Sewer to connect the Meadows sewer system to the City of Springfield's Airport West Trunk Sewer to allow for the eventual closure of the Meadows Lagoon and Land Application System; and

**WHEREAS**, the ENGINEER agrees to perform the various professional engineering services required for the bidding and construction of said improvements as part of the above referenced Contract;

**NOW THEREFORE**, for and in consideration of certain amounts hereinafter specified to be paid to the ENGINEER by the OWNER, the ENGINEER agrees to perform all of the engineering work as hereinafter described. This Agreement provides authorization to proceed with the work and confirms the terms and conditions under which the services are to be provided.

**SCOPE OF ENGINEERING SERVICES**

In general, the Project provides for construction of approximately 3,000 lineal feet of 12-inch diameter gravity sewer and related appurtenances from the intersection of Farm Road 101 and Farm Road 106 to the east across Farm Road 103, terminating into the City of Springfield's 21-inch diameter Airport West Trunk Sewer upstream of the Airport West Lift Station.

After written authorization to proceed, ENGINEER will provide the following Engineering Services:

**Design Development Phase:**

- Meet with OWNER's representatives to clarify and fully define the OWNER's requirements, expectations, and precise scope of work for the Project.
- Meet with City of Springfield representatives to define requirements regarding location and type of metering equipment to be provided for billing purposes.
- Obtain available existing drawings and information.
- Review County Ownership Maps and Tax Assessor Records and prepare list identifying affected property owners.
- Conduct field reconnaissance to determine preliminary sewer line alignment.



- Meet with affected property owners as necessary to allow input on sewer line alignment decisions.
- Perform topographic surveys required for preparation of gravity sewer line construction drawings, and land surveys required for easement descriptions.
- Using topographic and design survey data, develop a computer-generated surface model of the sewer line construction corridor (50' ± wide at a scale of 1"=40' with 1' contours) and create preliminary plan view and ground profile plan sheets depicting property lines including ownership, and important surface features such as buildings, roads, ditches, fences, select trees and shrubs, ponds, creek channel, etc. All plan sheets will be drawn in the AutoCAD 2024 Civil 3D environment.
- Prepare plan and profile drawings delineating gravity sewer alignment and required easement limits conforming to applicable industry standards. Include sufficient notes on drawings to identify acceptable construction materials and equipment. Supplement with technical specifications prepared in CSI format.
- Prepare erosion and sediment control plan and related Stormwater Pollution Prevention Plan (SWPPP).
- Prepare opinion of probable construction costs based on final design plans.
- Prepare any necessary permit applications to submit to regulatory agencies having jurisdiction over the project. It is anticipated that the following permits may be required:
  - 1) Greene County Planning and Zoning (SWPPP & Grading Permit)
  - 2) Missouri Department of Natural Resources (Storm Water Discharge/Land Disturbance Permit)
  - 3) Missouri Department of Natural Resources (Sewer Construction Permit)
  - 4) Corps of Engineers Section 404 Permit
- Submit design development phase documents to City of Willard, City of Springfield, and DNR for review and approval. Respond to any and all review comments as necessary.
- Attend review meeting with Willard, Springfield, and DNR representatives if required, and compile & distribute written summary of meeting.

**Right-of-Way/Easement Acquisition:**

ENGINEER will provide the following services in association with Right-of-Way/Easement Acquisition:

- Engage a Land Title Company to perform title search work required for easement acquisition.
- Prepare easement documents. Easement descriptions will be described using bearings and distances from Grid North of the State Plane Coordinate System. The descriptions will be incorporated into standard easement forms acceptable to City's attorney. Sketches of each tract illustrating the easement location and distinguishing the permanent and temporary easement boundaries will be attached to each easement document. ENGINEER will be available to meet with property owners as needed during the easement acquisition process to discuss and explain the project.

- If an easement appraisal is found to be necessary, such appraisals shall be completed by an appraiser as selected by the OWNER, and not be included as part of this scope of work. If necessary, easement limits can be delineated by surveying personnel for appraisal purposes as an additional service.

#### **Bidding Phase:**

- Prepare final construction document bid set.
- Submit to OWNER a final opinion of probable project costs.
- Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan houses, etc. Provide interested contractors and suppliers with copies of the plans and specifications as requests are made.
- Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by contractors and/or suppliers when substitution prior to the award of contracts is allowed by the bidding documents.
- Attend Pre-Bid Meeting, Compile & Distribute Meeting Minutes to Interested Parties, Clarify Intent of Drawings and Specifications, Prepare & Issue Addenda as Necessary
- Respond to pre-bid questions, provide clarifications, and review pre-bid submittals.
- Assist OWNER in opening of bids and prepare a tabulation of all bids received.
- Assist OWNER in assembling and awarding of construction contract.

#### **Construction Phase:**

ENGINEER will provide basic engineering services during the construction phase as follows:

- Schedule and assist with a project pre-construction conference.
- Review and approve (or take other appropriate action in respect of) shop drawings (as that term is defined in the standard general conditions) and samples, the results of tests and inspections and other data which the contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor; and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.
- Issue all instructions of OWNER to contractor; issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor relating to the acceptability of the work

or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

- Attend Monthly Progress Meetings, Compile & Distribute Meeting Minutes; Perform Inspections at Substantial Completion & Final Completion, Prepare Progress & Observation Reports & Distribute to Interested Parties.
- Perform Additional Site Visits During Construction at Important Milestones, Prepare Progress & Observation Reports & Distribute to Interested Parties.
- Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated: that, to the best of Engineer's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor(s). But by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the contract price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor has completed the work exactly in accordance with the contract documents.
- Make final inspection of completed work and provide written certification to OWNER.
- Provide OWNER with one set of As-Built Record Drawings showing those changes made during the construction process, based on marked-up prints, drawings, and other data furnished by contractor to ENGINEER.
- ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractors' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractors' work.

**Resident Project Representation:**

ENGINEER will furnish a Resident Project Representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of the contractor. In furnishing an RPR for the project, it is through the more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, that ENGINEER shall endeavor

to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

The Resident Project Representative (RPR) is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of the contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

Duties and Responsibilities of RPR:

- Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.
- Conferences and Meetings: Attend meetings with contractors, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
- Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.
- Assist in obtaining from OWNER additional details or information required for proper execution of the work.

Shop Drawings and Samples:

- Record date of receipt of shop drawings and samples.
- Receive samples that are furnished at the site by contractor and notify ENGINEER of availability of samples for examination.
- Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

Review of Work, Rejection of Defective Work, Inspections and Tests:

- Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.
- Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

- Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.
- Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

Interpretation of Contract Documents:

Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.

Modifications:

Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.

Records:

- Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the contract documents, progress reports, and other project related documents.
- Keep a diary or logbook, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

Reports:

- Furnish ENGINEER with periodic reports, as required, of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.
- Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.
- Draft proposed change orders and work directive changes, obtaining backup material from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.
- Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

Payment Requests:

Review applications for payment with contractor for compliance with the established procedure for their submission, and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

Certificates, Maintenance, and Operation Manuals:

During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

Completion:

- Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.
- Conduct final inspection in the company of ENGINEER, OWNER, and contractor, and prepare a final list of items to be completed or corrected.
- Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

Limitations of Authority (Resident Project Representative):

- Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.
- Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.
- Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.
- Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.
- Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.
- Shall not accept shop drawings or sample submittals from anyone other than contractor.
- Shall not authorize OWNER to occupy the project in whole or in part.

- Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

### **OWNER'S RESPONSIBILITIES**

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

- Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for this Project.
- Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the design drawings and specifications.
- Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or nonconformance in the work by any contractor.

### **ENGINEER'S RESPONSIBILITIES**

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

### **TIME FOR COMPLETION OF SERVICES**

Services to be performed by the ENGINEER shall begin upon OWNER's acceptance of the Agreement and authorization to proceed. Preparation of design plans, contract documents, and specifications to bid project shall be completed and submitted to OWNER within six (6) months after receipt of the OWNER's authorization to proceed.

**FEES AND COMPENSATION**

ENGINEER will perform the required engineering services described herein and bill OWNER on the basis of actual time accrued working on the project plus expenses at the labor and non-labor rates listed in the 2023, 2024 and 2025 Rate Schedule attached hereto, with a total compensation not-to-exceed **\$136,300.00** which is broken down in more detail as follows:

**Design Development:** Fees and compensation for preliminary and final design development phase engineering services including preparation of easement documents are estimated at **\$65,200.00**.

**Bidding and Construction:** Fees and compensation for bidding and construction phase engineering services are estimated at **\$26,100.00**.

**Resident Project Representation:** ENIGNEER will provide a Resident Project Representative (RPR) on a part-time basis during the construction phase. Said RPR will make periodic site visits at important construction milestones to ensure the Work is proceeding in accordance with the plans and specifications and submit written progress and observation report to Owner summarizing each site visit. Fees and compensation for RPR services are estimated at **\$45,000.00** and are based upon an estimated 360 man-hours including expenses.

Distribution of compensation between the respective engineering services described herein may be altered as necessary to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

**ACKNOWLEDGMENTS AND AUTHORIZATION**

**IN WITNESS WHEREOF**, City of Willard, Missouri as OWNER by Sam Baird, Mayor, and Allgeier, Martin and Associates, Inc., as ENGINEER by Thomas Hancock, P.E., Vice President, have caused this Agreement to be signed this \_\_\_\_ day of November, 2023.

ALLGEIER, MARTIN and ASSOCIATES, INC.

By:

\_\_\_\_\_  
Thomas Hancock, P.E., Vice President

AUTHORIZED AND AGREED TO:

City of Willard, Missouri

By:

\_\_\_\_\_  
Sam Baird, Mayor



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

**RATE SCHEDULE**  
 2023, 2024 and 2025

**LABOR RATES**

<u>Classification</u>	<u>Hourly Billing Rate</u>		
	01/01/2023 thru 12/31/2023	01/01/2024 thru 12/31/2024	01/01/2025 thru 12/31/2025
Principal/Engineer VI	\$271	\$281	\$293
Principal/Engineer V	\$241	\$250	\$261
Principal/Engineer IV	\$218	\$226	\$236
Principal/Engineer III	\$198	\$205	\$215
Project Manager/Engineer II	\$177	\$184	\$192
Project Manager/Engineer I	\$160	\$165	\$173
Technician IV	\$146	\$151	\$158
Technician III/GIS Specialist	\$146	\$151	\$158
Technician III	\$123	\$127	\$133
Technician II	\$109	\$112	\$118
Technician I	\$102	\$106	\$110
Two-Man GPS Survey Crew	\$205	\$212	\$222
One-Man GPS Survey Crew	\$160	\$165	\$173
Three-Man Survey Crew	\$230	\$238	\$248
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Registered Land Surveyor II	\$190	\$196	\$205
Registered Land Surveyor I	\$164	\$170	\$177
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Right of Way Specialist	\$126	\$131	\$137
Project Representative III	\$123	\$127	\$133
Project Representative II	\$109	\$112	\$118
Project Representative I	\$102	\$106	\$110
Secretary/Assistant	\$82	\$85	\$89
Print Specialist	\$82	\$85	\$89

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	\$0.65 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

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**  
**(ON-CALL CONTRACT)**

**THIS AGREEMENT**, entered into this 28<sup>th</sup> day of November, 2022 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 RESPONSIBILITES

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, 2025. 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 2023, 2024 and 2025 Rate Schedule attached hereto. The rate schedule attached hereto covers the time frame through December 31, 2025. A new rate schedule may be negotiated in the event the contract is extended beyond December 31, 2025, 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. Sam Snider, Mayor  
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

  
\_\_\_\_\_  
Sam Snider, Mayor



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

**RATE SCHEDULE**  
**2023, 2024 and 2025**

**LABOR RATES**

<u>Classification</u>	<u>Hourly Billing Rate</u>		
	01/01/2023	01/01/2024	01/01/2025
	thru <u>12/31/2023</u>	thru <u>12/31/2024</u>	thru <u>12/31/2025</u>
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Survey Crew Member	\$83	\$86	\$90
Right of Way Specialist	\$126	\$131	\$137
Project Representative III	\$123	\$127	\$133
Project Representative II	\$109	\$112	\$118
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Secretary/Assistant	\$82	\$85	\$89
Print Specialist	\$82	\$85	\$89

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	\$0.62 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

## 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. To the extent permitted by law, 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.

# **CITY OF WILLARD, MISSOURI**

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



Agenda Item #17

## **Sanitary Sewer Project Status Report presented by Steven Bodenhamer**

**CITY OF WILLARD**  
**INTERNAL MEMORANDUM**

**DATE:** November 8, 2023

**TO:** Mayor Baird and BOA

**FROM:** S. D. Bodenhamer

**RE:** Sanitary Sewer Project Status

COMMUNITY FUNDING PARTNERSHIP (94 Lift Station and Force Main)

Status of components:

- We have received official funding award from the EPA.
- Allgeier Martin will now start on design work.
- Civil Rights Compliance
  - We are be working over the next few weeks to come into compliance. I have entered into a 180 day agreement, as of 10-18-23 with the EPA regarding this issue.
- We have enrolled in ASAP with the EPA to be able to apply for and receive reimbursement of costs.

MEADOWS CONNECTION TO CITY OF SPRINGFIELD

- Allgeier, Martin and Associates has prepared an engineering cost proposal for the project. Approval of the proposal as a Work Authorization to our existing On Call agreement is on the 11-9-23 BOA Agenda. The Work Authorization and On Call agreement are included in your packet