

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

Special Session

March 14, 2024

6:00 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

CITY OF WILLARD, MISSOURI

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Agenda Item #2

Agenda Amendments/Approval of Agenda

**CITY OF WILLARD
BOARD OF ALDERMEN
SPECIAL MEETING
MARCH 14, 2024
6:00 P.M.**

Posted March 13, 2024, 12:00 p.m.

Notice is hereby given that the City of Willard, Missouri, Board of Aldermen will conduct a Special Session meeting at **6:00 p.m.** March 14, 2024, at the Willard City Hall, 224 W. Jackson St., Willard, MO.

The tentative agenda of this meeting includes:

PLEDGE OF ALLEGIANCE

Call the meeting to order.

1. Roll Call

2. Agenda Amendments/Approval of Agenda

3. Consent Agenda:

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

- a. Minutes from the Regular Meeting February 26, 2024, Special Session March 4, 2024, Special Session March 6, 2024, and Regular Meeting March 11, 2024
- b. February/March 2024 Outstanding invoices, checks and draft paid invoices
- c. Department Head Reports
- d. Board Attendance Report

4. Citizen Input

5. City Administrator's report regarding the Open House held March 7, 2024

6. Ordinance accepting an agreement with Mongan Painting, LLC for sandblasting and painting of the City Pool. (1st & 2nd Read). Discussion/Vote

7. Ordinance accepting an agreement with Cochran Engineering for a Water Study Update and 5-year Department of Natural Resources (DNR) Supervised Program. (1st Read) Discussion/Vote

8. Ordinance accepting an agreement with Cochran Engineering for a Capacity Fee Analysis for water, streets, and storm water. (1st & 2nd Read) Discussion/Vote

9. New Business

10. Unfinished Business

11. Recess Open Session
12. Open Executive Session
13. Close Executive Session
14. Reconvene Open Session
15. Adjourn Meeting

THE TENTATIVE AGENDA SHOWS THIS MEETING CLOSED PURSUANT TO RSMO SECTION 610.021 #(3) PERSONNEL & #(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

CITY OF WILLARD, MISSOURI

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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 February 26, 2024, Special Session March 4, 2024, Special Session March 6, 2024, and Regular Meeting March 11, 2024
- b. February/March 2024 outstanding invoices, checks and draft paid invoices
- c. Department Head Reports
- d. Board Attendance Report

CITY OF WILLARD, MISSOURI

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Consent Agenda Item #3a

Minutes from the Regular Meeting February 26, 2024, Special Session March 4, 2024, Special Session March 6, 2024, and Regular Meeting March 11, 2024

CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
FEBRUARY 26, 2024
6:00 p.m.

Staff present: Interim City Administrator Donna Stewart, Project Engineer Steven Bodenhamer, Director of Finance Carolyn Halverson, Police Officer J.D. Landon, Planning and Development Director Mike Ruesch, Parks and Rec Director Jason Knight, and City Clerk Dona Slater.

City Attorney Holly Dodge was present.

Attendees: Steve Cobb, Debbie Ihrig, Roddy Rogers, Angie Wilson, Larry Whitman, and Mark Lancaster.

Call to Order

Mayor Baird called the meeting to order at 6:00 p.m.

Roll Call

The City Clerk conducted the Roll Call.

Alderman Smith-present; Alderman Hall- not present; Alderman Swatosh-present; Alderman Biellier-present; Alderman Lancaster-present; Alderman Keene-present; Mayor Baird-present.

Agenda Amendments/Agenda Approval

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

Consent Agenda

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

Current Outstanding invoices, draft and check paid invoices for January/February 2024.

Discussion/Vote

Motion was made by Alderman Lancaster and seconded by Alderman Smith to approve the current outstanding invoices, and draft and check paid invoices for January/February 2024.
Motion carried with a vote of 5-0. Voting aye: Aldermen Smith, Biellier, Keene, Lancaster, and Swatosh.

Citizen Input

None.

Memorandum of Understanding (MOU) with SWMO Water. Discussion/Vote

Discussion was held concerning membership with Southwest Missouri Water and the purchase of water storage from Stockton Lake. Mr. Roddy Rogers of SWMO Water was in attendance and answered questions from the Board of Aldermen. The City was a member of SWMO Water but dropped the membership a couple of years ago. The window to become a member again is closing. The membership fee is \$6,065 per year. The cost of the storage will come later. No vote was taken.

Ordinance accepting an agreement with Tyler Technologies Inc. for time and attendance software. (2nd Read) Discussion/Vote

Ms. Carolyn Halverson said our current software for time and attendance does not integrate with our payroll software. This new software will reduce errors.

The second read was conducted by the City Clerk.

Motion was made by Alderman Smith and seconded by Alderman Keene to approve the Ordinance accepting an agreement with Tyler Technologies Inc. for time and attendance software.

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

Ordinance accepting an agreement with iamGIS for Public Works software services. (2nd Read)

Discussion/Vote

Ms. Stewart said this software will allow the Public Works department to map out the entire area, speed up response time, and allow uploads of GPS and pictures.

The second read was conducted by the City Clerk.

Motion was made by Alderman Biellier and seconded by Alderman Smith to approve the Ordinance accepting an agreement with iamGIS for Public Works software services.

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

Ordinance accepting an agreement with Land O' Frost Inc. as the exclusive jersey sponsor for Parks 2024 sports programs. (1st & 2nd Read) Discussion/Vote

Mr. Jason Knight said Land O' Frost has been the City's exclusive sponsor since 2013. They have sponsored over \$90,000 worth of shirts.

The first read was conducted by the City Clerk.

Motion was made by Alderman Smith and seconded by Alderman Biellier to approve the Ordinance accepting an agreement with Land O' Frost, Inc. as the exclusive jersey sponsor for Parks 2024 sports programs.

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

The second read was conducted by the City Clerk.

Motion was made by Alderman Keene and seconded by Alderman Biellier to approve the Ordinance accepting an agreement with Land O' Frost, Inc. as the exclusive jersey sponsor for Parks 2024 sports programs.

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

Ordinance accepting an agreement with Mongan Painting, LLC for sandblasting and painting of the City pool. (1st & 2nd Read) Discussion/Vote

Mr. Jason Knight said there has been a hiccup as the contract didn't pass muster. He is requesting the Board pass this Ordinance and then the contract will be re-worked. Ms. Holly Dodge said there needs to be a payment bond if the contract is over \$50,000. Alderman Swatosh asked to postpone the reading of the Ordinance until the next Board meeting since he wants to see the bond and contract.

Motion was made by Alderman Swatosh and seconded by Alderman Smith to postpone the reading of the Ordinance until the March 11, 2024, meeting of the Board of Aldermen.

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

Civil Rights Non-Discrimination Policies. Discussion/Vote

Mr. Steven Bodenhamer said part of the Environmental Protection Agency (EPA) award requirement is to have a Civil Rights Coordinator and policies in place. He is asking for a motion to adopt these policies. Ms. Dodge said the City will need a contract with Language Line for interpreter services. Mr. Bodenhamer said he will arrange this for the next meeting and put together a training course.

Motion was made by Alderman Smith and seconded by Alderman Biellier to adopt the Civil Rights Non-Discrimination Policies.
Motion carried with a vote of 5-0. Voting aye: Aldermen Keene, Smith, Lancaster, Swatosh, and Keene.

Sanitary System Project Status Report

Mr. Bodenhamer said the project is moving along. Allgeier, Martin is gearing up for design. They are still tweaking hydraulic modeling. The field surveying is complete. Variable frequency drives are being installed.

New Business.

1. Discussion regarding ballot language for a recreational cannabis sales tax to be placed on the November 2024 election ballot.

Ms. Stewart said she did a little research and got a few links she will research. Ms. Dodge said she has language available for a ballot. Alderman Swatosh asked if there is enough timeframe between now and November to do this and Ms. Sewart said yes. She said she will ask Chief Tom McClain about a law enforcement tax and see if he wants it to be on the ballot too.

2. Discussion of election sign rule changes.

Mayor Sam Baird said someone asked for a revision of the City's sign Ordinance. Our requirements are antiquated. His opinion is to change the Ordinance after the April election. After discussion the consensus of the Aldermen is to wait until after the April election to address the Ordinance.

3. Discussion of an Ordinance to require an annual independent audit of the City of Willard Financials.

Ms. Stewart said she received data from Ms. Dodge that the City is required by the Constitution to have annual audits. If there are concerns, we can have an Ordinance. Mayor Baird said we do have annual audits but can codify this. She asked the Aldermen if they are interested in an Ordinance. Alderman Smith said it doesn't hurt to have an Ordinance. Mayor Baird said we need to work up an Ordinance that mirrors State Statutes.

Adjourn Meeting

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

The meeting adjourned at 7:22 p.m.

Dona Slater, City Clerk

Sam Baird, Mayor

CITY OF WILLARD
BOARD OF ALDERMEN
SPECIAL SESSION
MARCH 4, 2024
6:00 p.m.

Staff present: Interim City Administrator Donna Stewart, and City Clerk Dona Slater.

Attendees: None

Call to Order

Mayor Baird called the meeting to order at 6:00 p.m.

Pledge of Allegiance

Mayor Baird led the Pledge of Allegiance.

Roll Call

The City Clerk conducted the Roll Call.

Alderman Smith-present; Alderman Hall- present; Alderman Swatosh- not present; Alderman Biellier-present; Alderman Lancaster-present; Alderman Keene-present; Mayor Baird-present.

Agenda Amendments/Agenda Approval

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

Payment of concrete invoice. Discussion/Vote

Discussion was held on the payment of an invoice from B&B Concrete Solutions. Ms. Donna Stewart said they are the bid winner to do the concrete for the new Public Works building. This business wants one-half (1/2) of the payment up front and the remaining payment at the time the concrete work is completed. She is asking for approval of the full payment so the check can be written this week and get him paid this Thursday or Friday.

Motion was made by Alderman Lancaster and seconded by Alderman Hall to pay B&B Concrete Solutions on completion of the project.

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

Recess Open Session

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

The Open Session was recessed at 6:05 p.m.

Open the Executive Session

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

The Executive Session opened at 6:05 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, Biellier, Keene, Lancaster, and Smith.

The Executive Session closed at 7:19 p.m.

Reconvene the Open Session

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

The Open Session reconvened at 7:19 p.m.

Adjourn Meeting

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

The meeting adjourned at 7:20 p.m.

Dona Slater, City Clerk

Sam Baird, Mayor

CITY OF WILLARD
BOARD OF ALDERMEN
SPECIAL SESSION
MARCH 6, 2024
6:00 p.m.

Staff present: Interim City Administrator Donna Stewart, and City Clerk Dona Slater.

Attorney James Newell attended virtually.

Citizen Attendees: None

Call to Order

Mayor Pro Tem Troy Smith called the meeting to order at 6:00 p.m.

Pledge of Allegiance

Mayor Pro Tem Smith led the Pledge of Allegiance.

Roll Call

The City Clerk conducted the Roll Call.

Alderman Smith-present; Alderman Hall-not present; Alderman Swatosh- present; Alderman Biellier-present; Alderman Lancaster-present; Alderman Keene-present; Mayor Baird- not present.

Mayor Baird arrived at 6:11 p.m.

Agenda Amendments/Agenda Approval

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

Recess Open Session

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

The Open Session was recessed at 6:05 p.m.

Open the Executive Session

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

The Executive Session opened at 6:05 p.m.

Close the Executive Session

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

The Executive Session closed at 7:05 p.m.

Reconvene Open Session

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

The Open Session reconvened at 7:05 p.m.

Adjourn Meeting

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

The meeting adjourned at 7:05 p.m.

Dona Slater, City Clerk

Sam Baird, Mayor

CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR SESSION
MARCH 11, 2024
6:00 p.m.

Staff present: Interim City Administrator Donna Stewart, and City Clerk Dona Slater.

Attendees: Larry Whitman, Dale Alday, and Mary Alday

Call to Order

Mayor Baird called the meeting to order at 6:00 p.m.

Pledge of Allegiance

Mayor Baird led the Pledge of Allegiance.

Roll Call

The City Clerk conducted the Roll Call.

Present: Aldermen Biellier and Lancaster

Not Present: Aldermen Smith, Hall, Swatosh, and Keene

The City Clerk stated there is not a quorum.

Mayor Baird announced that without a quorum we cannot hold a meeting. We will move all regular business to the meeting on March 25, 2024, including the Public Hearings for water and sewer rates and any business not addressed in a Special Session. There will be a Special Session for payment of bills.

Adjourn Meeting

Mayor Baird adjourned the meeting at 6:02 p.m.

Dona Slater, City Clerk

Sam Baird, Mayor

**CITY OF WILLARD
BOARD OF ALDERMEN**



**AGENDA ITEM #3b
FINANCE DEPARTMENT**

ACTION REQUIRED: APPROVAL REQUESTED

- **February 2024/March 2024 Outstanding Invoices**
- **February 2024/March 2024 Check Paid Invoices and Draft Paid Invoices**



City of Willard, MO

Expense Approval Report 2

By Vendor Name

Post Dates 3/8/2024 - 3/13/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ACE150 - AC ELECTRICAL SYSTEMS, INC.					
AC ELECTRICAL SYSTEMS, INC.	243835	03/13/2024	LIFT PUMP REPAIR - PKS	30-800-50500	1,561.14
Vendor ACE150 - AC ELECTRICAL SYSTEMS, INC. Total:					1,561.14
Vendor: REP425 - ALLIED SERVICES, LLC					
ALLIED SERVICES, LLC	0394-007499767	03/13/2024	RECYCLE CENTER EXP-S	20-700-57200	214.50
Vendor REP425 - ALLIED SERVICES, LLC Total:					214.50
Vendor: ACS100 - AMAZON CAPITAL SERVICES INC					
AMAZON CAPITAL SERVICES I	0103432	03/13/2024	BAR KEEPERS FRIEND CLEANER - GEN	10-100-50550	9.88
AMAZON CAPITAL SERVICES I	4617868	03/13/2024	NITRILE GLOVES FOR CLEANING - GEN	10-100-50550	41.50
Vendor ACS100 - AMAZON CAPITAL SERVICES INC Total:					51.38
Vendor: BBC100 - B&B CONCRETE SOLUTIONS LLC					
B&B CONCRETE SOLUTIONS L	3-10-24	03/13/2024	NEW SIDEWALK AT SHOP BLDG - STS/W/S	10-300-95100	1,270.00
B&B CONCRETE SOLUTIONS L	3-10-24	03/13/2024	NEW SIDEWALK AT SHOP BLDG - STS/W/S	20-600-95100	2,540.00
B&B CONCRETE SOLUTIONS L	3-10-24	03/13/2024	NEW SIDEWALK AT SHOP BLDG - STS/W/S	20-700-95100	2,540.00
Vendor BBC100 - B&B CONCRETE SOLUTIONS LLC Total:					6,350.00
Vendor: BRC100 - BEST REFRIGERATION CO. INC,					
BEST REFRIGERATION CO. INC,	224923	03/13/2024	DIAGNOSIS ICE MACHINE - PK	30-800-71100	151.40
Vendor BRC100 - BEST REFRIGERATION CO. INC, Total:					151.40
Vendor: COMMGN - COMMERCE CREDIT CARD SERVICES					
COMMERCE CREDIT CARD SE	1-24-24	03/13/2024	VISTA PRNT BUS CARDS BRENDA - PKS	30-800-50700	28.38
COMMERCE CREDIT CARD SE	2-4-24 HILTON	03/13/2024	HILTON HOTEL CONFERENCE - PKS	30-800-56900	500.95
COMMERCE CREDIT CARD SE	2-5-24	03/11/2024	SPFLD NEWS-LEADER MONTHLY SUBSC-GEN	10-100-55800	28.00
COMMERCE CREDIT CARD SE	2-5-24 GREENE CO REC	03/13/2024	GREENE CO RECRD OF DEEDS GEN VLG-P&D	10-400-56400	60.28
COMMERCE CREDIT CARD SE	2-12-24 ARBOR DAY	03/11/2024	ARBOR DAY FOUNDTN - PKS	30-800-55800	20.00
COMMERCE CREDIT CARD SE	2-23-24 HRB FRT	03/11/2024	WELDER PARTS - PKS	30-800-71100	91.97
COMMERCE CREDIT CARD SE	7789018	03/11/2024	MOWER BLADES JOHN DEERE - PKS	30-800-71100	87.50
COMMERCE CREDIT CARD SE	30452	03/13/2024	OTC SPRING EVENT POSTERS - PKS	30-800-55200	39.00
COMMERCE CREDIT CARD SE	2-29-24	03/13/2024	GRANTWATCH SUBSCRIPTION - PKS	30-800-55800	199.00
COMMERCE CREDIT CARD SE	3-1-24	03/13/2024	OTC SPONSORSHIP BOOKLETS - PKS	30-800-55200	78.00
COMMERCE CREDIT CARD SE	3-4-24	03/13/2024	SPFLD NEWS-LEADER MONTHLY SUBSC-GEN	10-100-55800	28.00
COMMERCE CREDIT CARD SE	3-4-24 AT&T	03/13/2024	AT&T INTERNET SERVICE-W/S	20-600-61050	32.10
COMMERCE CREDIT CARD SE	3-4-24 AT&T	03/13/2024	AT&T INTERNET SERVICE-W/S	20-700-61050	32.10
COMMERCE CREDIT CARD SE	3-11-24	03/13/2024	ADV PLC CNCPTS DTCTV INVSTGTNS CRS-LAW	10-200-56950	279.00
Vendor COMMGN - COMMERCE CREDIT CARD SERVICES Total:					1,504.28
Vendor: EFM100 - ENTERPRISE FLEET MANAGEMENT					
ENTERPRISE FLEET MANAGE	607396-030524	03/13/2024	VEH & EQUIP LEASES,MAINT - GEN/P&D/LAW/PKS/STS/W/S	10-100-75000	126.64
ENTERPRISE FLEET MANAGE	607396-030524	03/13/2024	VEH & EQUIP LEASES,MAINT - GEN/P&D/LAW/PKS/STS/W/S	10-200-71000	12.00

Expense Approval Report 2

Post Dates: 3/8/2024 - 3/13/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ENTERPRISE FLEET MANAGE	607396-030524	03/13/2024	VEH & EQUIP LEASES,MAINT - GEN/P&D/LAW/PKS/STS/W/S	10-200-75000	1,465.32
ENTERPRISE FLEET MANAGE	607396-030524	03/13/2024	VEH & EQUIP LEASES,MAINT - GEN/P&D/LAW/PKS/STS/W/S	10-300-71000	83.16
ENTERPRISE FLEET MANAGE	607396-030524	03/13/2024	VEH & EQUIP LEASES,MAINT - GEN/P&D/LAW/PKS/STS/W/S	10-300-75000	1,556.10
ENTERPRISE FLEET MANAGE	607396-030524	03/13/2024	VEH & EQUIP LEASES,MAINT - GEN/P&D/LAW/PKS/STS/W/S	10-400-71000	12.30
ENTERPRISE FLEET MANAGE	607396-030524	03/13/2024	VEH & EQUIP LEASES,MAINT - GEN/P&D/LAW/PKS/STS/W/S	10-400-75000	253.29
ENTERPRISE FLEET MANAGE	607396-030524	03/13/2024	VEH & EQUIP LEASES,MAINT - GEN/P&D/LAW/PKS/STS/W/S	20-600-71000	166.33
ENTERPRISE FLEET MANAGE	607396-030524	03/13/2024	VEH & EQUIP LEASES,MAINT - GEN/P&D/LAW/PKS/STS/W/S	20-600-75000	3,112.20
ENTERPRISE FLEET MANAGE	607396-030524	03/13/2024	VEH & EQUIP LEASES,MAINT - GEN/P&D/LAW/PKS/STS/W/S	20-700-71000	166.33
ENTERPRISE FLEET MANAGE	607396-030524	03/13/2024	VEH & EQUIP LEASES,MAINT - GEN/P&D/LAW/PKS/STS/W/S	20-700-75000	3,112.20
ENTERPRISE FLEET MANAGE	607396-030524	03/13/2024	VEH & EQUIP LEASES,MAINT - GEN/P&D/LAW/PKS/STS/W/S	30-800-71000	46.29
ENTERPRISE FLEET MANAGE	607396-030524	03/13/2024	VEH & EQUIP LEASES,MAINT - GEN/P&D/LAW/PKS/STS/W/S	30-800-75000	769.86
Vendor EFM100 - ENTERPRISE FLEET MANAGEMENT Total:					10,882.02
Vendor: INF100 - ISOLVED INC					
ISOLVED INC	55179-2	03/13/2024	MONTHLY TIME CLOCK LEASE- ALL	10-100-57400	112.66
ISOLVED INC	55179-2	03/13/2024	MONTHLY TIME CLOCK LEASE- ALL	10-200-57400	181.97
ISOLVED INC	55179-2	03/13/2024	MONTHLY TIME CLOCK LEASE- ALL	10-250-57400	5.29
ISOLVED INC	55179-2	03/13/2024	MONTHLY TIME CLOCK LEASE- ALL	10-400-57400	10.67
ISOLVED INC	55179-2	03/13/2024	MONTHLY TIME CLOCK LEASE- ALL	20-600-57400	69.65
ISOLVED INC	55179-2	03/13/2024	MONTHLY TIME CLOCK LEASE- ALL	20-700-57400	69.65
ISOLVED INC	55179-2	03/13/2024	MONTHLY TIME CLOCK LEASE- ALL	30-800-57400	390.24
Vendor INF100 - ISOLVED INC Total:					840.13
Vendor: LML100 - LAUBER MUNICIPAL LAW					
LAUBER MUNICIPAL LAW	15962	03/13/2024	CITY ATTY FEES - ALL	10-100-56200	1,453.50
LAUBER MUNICIPAL LAW	15962	03/13/2024	CITY ATTY FEES - ALL	10-200-56400	331.50
LAUBER MUNICIPAL LAW	15962	03/13/2024	CITY ATTY FEES - ALL	10-400-56400	871.50
LAUBER MUNICIPAL LAW	15962	03/13/2024	CITY ATTY FEES - ALL	20-600-56400	906.75
LAUBER MUNICIPAL LAW	15962	03/13/2024	CITY ATTY FEES - ALL	20-700-56400	2,101.75
LAUBER MUNICIPAL LAW	15962	03/13/2024	CITY ATTY FEES - ALL	30-800-56400	487.50
Vendor LML100 - LAUBER MUNICIPAL LAW Total:					6,152.50
Vendor: MEM100 - MISSOURI EMPLOYERS MUTUAL					
MISSOURI EMPLOYERS MUTU	300587361	03/13/2024	WORKMANS COMP INS- GEN/PW/PKS	10-16000	1,685.94
MISSOURI EMPLOYERS MUTU	300587361	03/13/2024	WORKMANS COMP INS- GEN/PW/PKS	20-16000	1,076.14
MISSOURI EMPLOYERS MUTU	300587361	03/13/2024	WORKMANS COMP INS- GEN/PW/PKS	30-16000	825.04
Vendor MEM100 - MISSOURI EMPLOYERS MUTUAL Total:					3,587.12
Vendor: MIS500 - MO. VOCATIONAL ENTERPRISES					
MO. VOCATIONAL ENTERPRIS	3-11-24	03/13/2024	LICENSE PLATE - P&D	10-400-71000	15.50
Vendor MIS500 - MO. VOCATIONAL ENTERPRISES Total:					15.50
Vendor: NFC - NATIONAL FASTENER CORP					
NATIONAL FASTENER CORP	2-28-24 QUOTE	03/13/2024	SUPPLIES BIN SYS STARTUP - STS/W/S	10-300-50130	250.86

Expense Approval Report 2

Post Dates: 3/8/2024 - 3/13/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NATIONAL FASTENER CORP	2-28-24 QUOTE	03/13/2024	SUPPLIES BIN SYS STARTUP - STS/W/S	20-600-50130	501.73
NATIONAL FASTENER CORP	2-28-24 QUOTE	03/13/2024	SUPPLIES BIN SYS STARTUP - STS/W/S	20-700-50130	501.73
Vendor NFC - NATIONAL FASTENER CORP Total:					1,254.32
Vendor: OLC150 - ON LINE COLLECTIONS					
ON LINE COLLECTIONS	136800000252	03/13/2024	UTIL BILL COLLECT FEES-W/S	20-600-56400	38.13
ON LINE COLLECTIONS	136800000252	03/13/2024	UTIL BILL COLLECT FEES-W/S	20-700-56400	38.12
Vendor OLC150 - ON LINE COLLECTIONS Total:					76.25
Vendor: OIS160 - ONLINE INFORMATION SERVICES INC					
ONLINE INFORMATION SERVI	1246815	03/13/2024	UTIL EXCHG REPORT-W/S	20-600-56400	65.12
ONLINE INFORMATION SERVI	1246815	03/13/2024	UTIL EXCHG REPORT-W/S	20-700-56400	65.12
Vendor OIS160 - ONLINE INFORMATION SERVICES INC Total:					130.24
Vendor: ORE145 - O'REILLY AUTOMOTIVE, INC					
O'REILLY AUTOMOTIVE, INC	2367-139638	03/11/2024	FILTERS FOR JOHN DEERE MOWER - PKS	30-800-71100	61.47
O'REILLY AUTOMOTIVE, INC	2367-139672	03/11/2024	HYDRO OIL, SHOP ABSORB, MOTOR OIL MOWERS - PKS	30-800-50130	15.99
O'REILLY AUTOMOTIVE, INC	2367-139672	03/11/2024	HYDRO OIL, SHOP ABSORB, MOTOR OIL MOWERS - PKS	30-800-71100	129.98
O'REILLY AUTOMOTIVE, INC	2367-140606	03/13/2024	FUEL AND OIL FILTERS JD BATWING - PKS	30-800-71100	28.66
Vendor ORE145 - O'REILLY AUTOMOTIVE, INC Total:					236.10
Vendor: S&H410 - S&H FARM SUPPLY INC					
S&H FARM SUPPLY INC	W10175	03/13/2024	STS WEED EATER REPAIR & MAINT - STS	10-300-71100	119.75
Vendor S&H410 - S&H FARM SUPPLY INC Total:					119.75
Vendor: SQB100 - SQUIBB MEDIA, LLC					
SQUIBB MEDIA, LLC	1086	03/13/2024	OPEN HOUSE NOTICE - GEN	10-100-55200	26.78
Vendor SQB100 - SQUIBB MEDIA, LLC Total:					26.78
Vendor: UNI120 - UNITED RENTALS, INC					
UNITED RENTALS, INC	230510366-002	03/13/2024	SCISSOR LIFT RENTAL - PKS	30-800-55850	219.00
UNITED RENTALS, INC	231042682	03/13/2024	DIRT COMPACTOR RENTAL - PKS	30-800-55850	142.99
Vendor UNI120 - UNITED RENTALS, INC Total:					361.99
Vendor: WAL110 - WALMART CAPITAL ONE					
WALMART CAPITAL ONE	2-28-24	03/13/2024	SAMS CONCESSIONS & PAPER UTENSIL REFILLS-PKS	30-800-50200	132.74
Vendor WAL110 - WALMART CAPITAL ONE Total:					132.74
Vendor: WRI110 - WEX BANK					
WEX BANK	95262370	03/13/2024	VEH AND EQUIP FUEL-LAW/PKS/STS/W/S	10-200-70000	1,646.79
WEX BANK	95262370	03/13/2024	VEH AND EQUIP FUEL-LAW/PKS/STS/W/S	10-300-70000	578.95
WEX BANK	95262370	03/13/2024	VEH AND EQUIP FUEL-LAW/PKS/STS/W/S	10-300-70100	3.74
WEX BANK	95262370	03/13/2024	VEH AND EQUIP FUEL-LAW/PKS/STS/W/S	20-600-70000	1,054.27
WEX BANK	95262370	03/13/2024	VEH AND EQUIP FUEL-LAW/PKS/STS/W/S	20-600-70100	7.48
WEX BANK	95262370	03/13/2024	VEH AND EQUIP FUEL-LAW/PKS/STS/W/S	20-700-70000	1,054.27
WEX BANK	95262370	03/13/2024	VEH AND EQUIP FUEL-LAW/PKS/STS/W/S	20-700-70100	7.48
WEX BANK	95262370	03/13/2024	VEH AND EQUIP FUEL-LAW/PKS/STS/W/S	30-800-70000	753.57
Vendor WRI110 - WEX BANK Total:					5,106.55

Expense Approval Report 2

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: WHE100 - WHEELER METALS INC					
WHEELER METALS INC	330548	03/13/2024	REBAR FOR WLDFLWR PLOT FENCING - PKS	30-800-50110	294.00
Vendor WHE100 - WHEELER METALS INC Total:					294.00
Vendor: WTV100 - WILLARD HOME CENTER LLC					
WILLARD HOME CENTER LLC	B252426	03/13/2024	BLT/HRDWR, BIT FOR BLDG ADD ON - STS/W/S	10-300-95100	15.70
WILLARD HOME CENTER LLC	B252426	03/13/2024	BLT/HRDWR, BIT FOR BLDG ADD ON - STS/W/S	20-600-95100	31.41
WILLARD HOME CENTER LLC	B252426	03/13/2024	BLT/HRDWR, BIT FOR BLDG ADD ON - STS/W/S	20-700-95100	31.40
WILLARD HOME CENTER LLC	B252436	03/13/2024	BLT/HRDWR EXCHG BLDG ADD ON - STS/W/S	10-300-95100	1.60
WILLARD HOME CENTER LLC	B252436	03/13/2024	BLT/HRDWR EXCHG BLDG ADD ON - STS/W/S	20-600-95100	3.20
WILLARD HOME CENTER LLC	B252436	03/13/2024	BLT/HRDWR EXCHG BLDG ADD ON - STS/W/S	20-700-95100	3.20
WILLARD HOME CENTER LLC	B253020	03/11/2024	POTTING SOIL MIX - PKS	30-800-50110	15.49
WILLARD HOME CENTER LLC	D98795	03/11/2024	AIRATOR SEEDING	30-800-50110	18.99
WILLARD HOME CENTER LLC	D99373	03/13/2024	ATTACHMENTS - PKS		
WILLARD HOME CENTER LLC	D99373	03/13/2024	UTILITY KNIVES, BOX CUTTER - PKS	30-800-50130	19.39
WILLARD HOME CENTER LLC	D99448	03/13/2024	LUMBER SMALL PROJECT - PK	30-800-50130	16.18
WILLARD HOME CENTER LLC	D99449	03/13/2024	CUP HOOKS - PKS	30-800-50130	4.64
WILLARD HOME CENTER LLC	D99450	03/13/2024	MISC BOLTS - PKS	30-800-50130	6.06
WILLARD HOME CENTER LLC	D99495	03/13/2024	WASHERS - PKS	30-800-50130	15.82
Vendor WTV100 - WILLARD HOME CENTER LLC Total:					183.08
Grand Total:					39,231.77

Report Summary

Fund Summary

Fund	Expense Amount
10 - GENERAL FUND	12,538.17
20 - WATER AND SEWER FUND	19,542.36
30 - PARKS FUND	7,151.24
Grand Total:	39,231.77

Account Summary

Account Number	Account Name	Expense Amount
10-100-50550	CUSTODIAL SUPPLIES-GC	51.38
10-100-55200	ADVERTISING-GCG	26.78
10-100-55800	DUES AND SUBSCRIPTIO	56.00
10-100-56200	LEGAL-GCG	1,453.50
10-100-57400	EQUIPMENT/SOFTWARE	112.66
10-100-75000	VEHICLE LEASE-GENERA	126.64
10-16000	PREPAID INSURANCE-GC	1,685.94
10-200-56400	PROFESSIONAL-LAW	331.50
10-200-56950	TRAINING & EDUCATION	279.00
10-200-57400	EQUIPMENT/SOFTWARE	181.97
10-200-70000	VEHICLE EXPENSES FUEL	1,646.79
10-200-71000	VEHICLE REPAIR & MAIN	12.00
10-200-75000	VEHICLE LEASE-LAW	1,465.32
10-250-57400	EQUIP/SOFTWARE CONT	5.29
10-300-50130	SUPPLIES-STREETS	250.86
10-300-70000	VEHICLE EXPENSE FUEL-	578.95
10-300-70100	EQUIPMENT FUEL-STREE	3.74
10-300-71000	VEHICLE REPAIR & MAIN	83.16
10-300-71100	EQUIPMENT REPAIR &	119.75
10-300-75000	VEHICLE LEASE-STREETS	1,556.10
10-300-95100	CAPITAL ASSET EXP-STRE	1,287.30
10-400-56400	PROFESSIONAL-P&D	931.78
10-400-57400	EQUIPMENT/SOFTWARE	10.67
10-400-71000	VEHICLE REPAIR & MAIN	27.80
10-400-75000	VEHICLE LEASE-P&D	253.29
20-16000	PREPAID INSURANCE-W	1,076.14
20-600-50130	SUPPLIES-WATER	501.73
20-600-56400	PROFESSIONAL-WATER	1,010.00
20-600-57400	EQUIPMENT/SOFTWARE	69.65
20-600-61050	INTERNET-WATER	32.10
20-600-70000	VEHICLE EXPENSE FUEL-	1,054.27
20-600-70100	EQUIPMENT FUEL-WATE	7.48
20-600-71000	VEHICLE REPAIR & MAIN	166.33
20-600-75000	VEHICLE LEASE-WATER	3,112.20
20-600-95100	CAPITAL ASSET EXP-WAT	2,574.61
20-700-50130	SUPPLIES-SEWER	501.73
20-700-56400	PROFESSIONAL-SEWER	2,204.99
20-700-57200	RECYCLE CENTER EXPEN	214.50
20-700-57400	EQUIPMENT/SOFTWARE	69.65
20-700-61050	INTERNET-SEWER	32.10
20-700-70000	VEHICLE EXPENSE FUEL-	1,054.27
20-700-70100	EQUIPMENT FUEL-SEWE	7.48
20-700-71000	VEHICLE REPAIR & MAIN	166.33
20-700-75000	VEHICLE LEASE-SEWER	3,112.20
20-700-95100	CAPITAL ASSET EXP-SEW	2,574.60
30-16000	PREPAID INSURANCE-PK	825.04
30-800-50110	SUPPLIES - GROUNDS	328.48
30-800-50130	SUPPLIES GENERAL-PKS	78.08
30-800-50200	CONCESSIONS-PKS	132.74
30-800-50500	BUILDING MAINTENANC	1,561.14

Account Summary

Account Number	Account Name	Expense Amount
30-800-50700	OFFICE SUPPLIES-PKS	28.38
30-800-55200	ADVERTISING-PKS	117.00
30-800-55800	DUES AND SUBSCRIPTIO	219.00
30-800-55850	EQUIPMENT RENTAL-PK	361.99
30-800-56400	PROFESSIONAL-PKS	487.50
30-800-56900	TRAVEL EXPENSE-PKS	500.95
30-800-57400	EQUIPMENT/SOFTWARE	390.24
30-800-70000	VEHICLE EXPENSE FUEL-	753.57
30-800-71000	VEHICLE REPAIR & MAIN	46.29
30-800-71100	EQUIPMENT REPAIR &	550.98
30-800-75000	VEHICLE LEASE-PKS	769.86
	Grand Total:	39,231.77

Project Account Summary

Project Account Key	Expense Amount
None	39,231.77
Grand Total:	39,231.77

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

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.

<u>I. COURT INFORMATION</u>	Municipality: WILLARD	Reporting Period: Feb 1, 2024 - Feb 29, 2024	
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			
<u>II. MONTHLY CASELOAD INFORMATION</u>		Alcohol & Drug Related Traffic	Other Traffic
A. Cases (citations/informations) pending at start of month		9	288
B. Cases (citations/informations) filed		2	42
C. Cases (citations/informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0
2. court/bench trial - GUILTY		0	2
3. court/bench trial - NOT GUILTY		0	0
4. plea of GUILTY in court		0	27
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	5
6. dismissed by court		0	0
7. <i>nolle prosequi</i>		0	10
8. certified for jury trial (not heard in Municipal Division)		0	0
9. TOTAL CASE DISPOSITIONS		0	44
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		11	286
E. Trial de Novo and/or appeal applications filed		0	0
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>		<u>IV. PARKING TICKETS</u>	
1. # Issued during reporting period	29	1. # Issued during period	0
2. # Served/withdrawn during reporting period	26	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # Outstanding at end of reporting period	306		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

<u>COURT INFORMATION</u>	Municipality: WILLARD	Reporting Period: Feb 1, 2024 - Feb 29, 2024
---------------------------------	-----------------------	----------------------------------------------

<u>V. DISBURSEMENTS</u>			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$1,940.23	Court Automation	\$210.76
Clerk Fee - Excess Revenue	\$276.20	Judicial Facility Srchg CT31	\$298.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$9.29	Sheriff Retirement-CO/Muni	\$15.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Total Other Disbursements	\$523.76
Total Excess Revenue	\$2,225.72	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$3,810.23
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$243.05
		Total Disbursements	\$4,053.28
Fines - Other	\$669.00		
Clerk Fee - Other	\$55.00		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$30.13		
Peace Officer Standards and Training (POST) Commission surcharge	\$30.11		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$214.66		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$1.85		
Law Enforcement Training (LET) Fund surcharge	\$60.00		
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		
Total Other Revenue	\$1,060.75		

**CITY OF WILLARD
BOARD OF ALDERMEN
03/11/2024**



City Clerk Report

1. Business license applications continue to come in.
2. I attended meetings and created the agendas, packets, and minutes for the Board of Aldermen.
3. I attended the Planning and Zoning meeting and created the agenda, packet, and minutes.
4. I updated ordinances and sent them to the City Attorney for her approval.
5. I sent contracts to the City Attorney for her approval.
6. I am working on filing projects to remove older files for storage or destruction.
7. I placed an advertisement in the Commonwealth for Public Hearings for water and sewer rates.
8. I placed notice of public hearings in the Commonwealth.
9. I attended a web meeting with Tyler Technologies to discuss time and attendance software.
10. I have updated my payment transmittal spreadsheet.
11. I continue training the human resource clerk.
12. I have contacted the Greene County Clerk's Office about election ballot initiatives and associated costs.
13. I have been working on a Non-Discrimination Assessment for our Flexible Spending Account (TASC).
14. I assisted employees to answer any questions.
15. I have gathered information for the upcoming audit of City financials.

Dona Slater

Park Director Report, March 4, 2024

Quote of the Month: "There is no power for change greater than a community discovering what it cares about." – Margaret J. Wheatley

As Willard grows and develops, it is vital to maintain a Parks Department that is a resource for the community. Our team is continually researching innovative programs, facilities, and growth opportunities to continue to provide services to the citizens of Willard and the surrounding areas. Since the primary revenue sources for the Parks Department are sales taxes, either through the Springfield-Greene County Parks sales tax, the Capital Improvements sales tax, or tax support from the General Fund, it is important for us to acknowledge that our programs and services are not just for the people of Willard. Ideally, a Parks Department serves as a multiplier, by offering programs or events that bring people from outside of the community in to spend money. Shopping locally is vital to this process, but revenue that originates from outside of our local economy and is spent within our economy increases overall revenue. Thriving parks programs draw that revenue in. Parks departments are often scapegoats and are the first programs to see cuts when budgets are tight and are the last areas to see increases when budgets are strong. That said, no one visits Willard because of a strong water and sewer system, or because the police are best in Missouri, or because our roads are the smoothest.

The Parks Department has been working to clear a backlog of deferred maintenance while continuing to make small but significant improvements to the aesthetics of our facilities. Replacing separating laminate counter tops in the Recreation Center restrooms, updating paint, and refinishing the restroom and lobby floors are vital to building upkeep and stewardship of our assets.

In addition to the new playground, several infrastructure improvements are taking place at Jackson Street Park to enhance the usability of the space for events and gatherings. These included updated ground power and additional water fountains and benches. Landscaping is a focus in the early spring to improve the aesthetics of Jackson Street. Additionally, the pool is receiving additional turf surfaces to replace the graveled areas and improve seating options, and

We are currently hiring seasonal staff for summer sports, camps, and aquatics, as well as our maintenance team.

Public Works Report

February 2024

117 Utility Locates

78 Rereads

286 Work Orders

Water Department

Leak repairs on Saratoga, 104, Honeysuckle Ln, AB & 124.

Repairs were made to chlorometers at Meadows Tower and Vault wells.

Repairs were made to the chlorination system at the Meadows Tower.

Repaired a chlorine leak at well 1.

Hydrant flushing conducted in the Meadows.

Sewer Department

Repairs were made to Whispering Oaks lift station.

Cleared clogged sewer main on lagoon road (104)

Replaced Park Estates lift station pump.

Replaced pump at Wimpy's liftstation and made repairs to controls.

Removed faulty pump from Foxfire liftstation, replumbed it to limit restrictions and repaired power failures.

Rebuilt Meadows East Control Boards.

Repairs made to B liftstation controls.

Smoke testing was done to identify I&I.

Removed old media from 94 liftstation odor control system.

Streets Department

Pothole repairs.

New signs place at Miller St and Stella Court.

Revamped crosswalk on Jackson St by Main.

Miscellaneous

New Utilities services for PW Office done.

2 Dogs were transported to Springfield pound.

Dirt work done on previous 94 failure and at B lift station.



Willard Police Department
February 2024 - Monthly Statistical Report



Administration	Officer – DSN	Case #'s
Tom McClain, Chief	1601-001	7
Shannon Shipley, Major	1602-003	10
	Total	17

Squad #1	1604-044	Billie Deckard, Cpl.	29	Squad #2	1603-027	Steve Purdy, Sgt.	8
	1607-050	Caleb Steen, Sr. Officer	13		1608-054	Stefan Collette, Sr. Officer	32
	1605-056	Mark Cole, Officer	22		1610-061	Christian Smith, Officer	48
	1606-059	Nicholas Browitt, Officer	6		1609-063	Cody Weatherford, Officer	28
	1611-064	Danielle Cale, Officer	33				
	Total		103		Total		116

Reserves	Officer	Officer Names	Case #'s	Hours
	1644-057	Matthew Hanson, PT Officer		
	1641-014	Brian Gordon, Reserve		8.5
	1642-015	JD Landon, Reserve		5.25
	1645-047	Glenn Cozzens, Reserve	1	
	1646-031	Andrew Hunt, Reserve		
	1643-048	Tim Wheeler, Reserve		
	Total		1	
Total Incidents for the month...			237	

Incident Statistics

Felony	5	HBO (Handled by Officers)	113
Misdemeanor	5	Use of Force	0
Infraction	89	Dog at Large	4
Other (Services)	138	Neglect-0 /Abuse-1 /Bites-1	2

Vehicle Maintenance

Vehicle	Odometer Reading	Monthly Mileage	Shifts Used	Miles per Shift	Monthly Maintenance	Year to Date Maintenance
WPD-01 2021 Ford F-150	29,216	661	18	37		0
WPD-02 2021 Charger	59,224	1,251	20	63	84.50	84.50
WPD-04 2023 Durango	12,911	897	13	69		0
WPD-05 2023 Charger	10,561	2,112	38	56	107.49	107.49
WPD-06 2023 Durango	4,013	1,371	16	86		0
WPD-07 2017 Explorer	25,633	837	12	70		155.12
WPD-08 2008 Harley	6,075	65	1	65	95.73	95.73

Monthly Vehicle Maintenance Details

WPD-01:	WPD-05: oil change; tire rotation
WPD-02: oil change; tire rotation	WPD-06:
WPD-04:	WPD-07:
	WPD-08: battery

Misc. Dept. Info:



Planning Department Report March 2024

Permits - February

Permits Issued	Fees collected (February)	Est. Value of Work (February)	Permits Issued (YtD)	Fees Collected (YtD)	Est. Value of Work (YtD)
23	\$37,636.00	\$2,348,609.00	44	\$69,789.00	\$5,657,611.00

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

Current Development

ATM Subdivision: The floodplain revisions were sent to and approved by FEMA. May apply for a final plat once Matt Kelly installs fire hydrants.

Hoffman Hills: Phase 1 several lots have been sold and building permits have been submitted. Several of them have been completed. Phase 2 excavation permits have been approved groundwork has begun.

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. Several are completed.

Generations Village: We have the final plat and the ordinance recorded. We have received the corrected final development plan and need to get it recorded. We have completed the estimate for the building permits.

Mike Ruesch
Director of Planning and Development
417-742-5310

Code Revisions: 1. Inflow and infiltration code was recommended by PC to the Board of Aldermen 3-27-2024 barring any legal changes.

2. Adoption of the building codes were recommended by PC to the Board of Aldermen 3-27-2024. Will need to resubmit to PC for review with proposed fee changes.

3. Went over the future use survey with PC. Looking to use the survey results as a master plan, revisable every 3-5 years.

4. Discussion on a new Planned Unit Development code (PUD-R) is beginning in PC. This will be a lengthy process.

5. Working on going paperless for all building submittals & online applications.

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 #3d

Board Attendance Report

2024 BOARD ATTENDANCE REPORT

ATTENDED: Y

SPECIAL SESSION

SPECIAL SESSION

	1/8/2024	1/22/2024	2/12/2024	2/26/2024	3/4/2024	3/6/2024	3/11/2024
MAYOR SAM BAIRD	Y	Y	Y	Y	Y	Y (LATE)	Y
TROY SMITH	Y	Y	Y	Y	Y	Y	OUT
DAVID KEENE	Y	Y	Y	Y	Y	Y	OUT
SCOTT SWATOSH	Y	Y	Y	Y	OUT	Y	OUT
LANDON HALL	OUT	Y	OUT	OUT	Y	OUT	OUT
CASEY BILLIER	Y	Y	Y	Y	Y	Y	Y
JOYCE LANCASTER	Y	Y	Y	Y	Y	Y	Y

NAME							
TROY SMITH							
DAVID KEENE							
SCOTT SWATOSH							
LANDON HALL							
CASEY BILLIER							
JOYCE LANCASTER							

NAME							
SAM BAIRD							
TROY SMITH							
DAVID KEENE							
SCOTT SWATOSH							
LANDON HALL							
CASEY BILLIER							
JOYCE LANCASTER							

NAME							
SAM BAIRD							
TROY SMITH							
DAVID KEENE							
SCOTT SWATOSH							
LANDON HALL							
CASEY BILLIER							
JOYCE LANCASTER							

CITY OF WILLARD, MISSOURI

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



Agenda Item #6

Ordinance authorizing the Mayor to enter into an agreement with Mongan Painting, LLC for sandblasting and painting of the City Pool

(1st & 2nd Read) Discussion/Vote

First Reading: 03/14/2024

Second Reading: 03/14/2024

Bill No.: 24-13

Ordinance No.: 240314A

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MONGAN PAINTING, LLC FOR THE PURPOSE OF SANDBLASTING AND PAINTING THE CITY POOL.

WHEREAS, the City of Willard, Missouri has a need for sandblasting and painting the pool; and

WHEREAS, the City has negotiated with Mongan Painting, LLC for said sandblasting and painting.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI, AS FOLLOWS:

Section 1: The Board of Aldermen of the City of Willard hereby authorize the Mayor to execute the agreement between the City of Willard and Mongan Painting, LLC for the sandblasting and painting of the City pool as set forth in the Contract marked as Exhibit "A" attached herein and incorporated by reference.

Section 2: This Ordinance will be in full force and effect from and after passage.

READ TWO (2) TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE _____ DAY _____ 2024.

Mayor Sam Baird

ATTEST: _____, Dona Slater, City Clerk

Approved as to form: _____, Holly Dodge, City Attorney

EXHIBIT A

SERVICE CONTRACT

THIS CONTRACT, made by and between the City of Willard, Missouri (“City”) and, Mongan Painting, LLC, (“Company”) on this ____ day of _____, 2024.

Witnesseth That:

WHEREAS, the City of Willard desires to engage Company to provide pool basin sandblasting and painting; and

WHEREAS, Company made certain representations and statements to the City with respect to the provision of such pool basin blasting and painting and the City has accepted said proposal.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and Company as follows:

1. **Terms of Contract.** Project shall be completed no later than April 30, 2024.
2. **Scope.**
 - a. The Company’s services are described in the attached proposal (Exhibit A).
 - b. Except as expressly specified herein, Company hereby agrees to provide all the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the Company’s services.
 - c. The above services (hereinafter referred to as the Work) shall be provided by the Company in accordance with all the provisions of this Contract.
3. **Payment of Services.**
 - a. The City hereby agrees to pay Company, as full compensation for the complete and satisfactory performance of this Contract, and all expenses and costs no more than Seventy-Three Thousand Dollars and Zero cents (\$73,000.00).
 - b. The City shall pay the Company the entire amount due upon the Project’s completion within thirty (30) days after completion of said Project.
4. **Independent Contractor.** The Company shall be and operate as an independent contractor in the performance of this Contract. The Company shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Company shall be employees of said Company and not employees of the City in any respect.

5. **Subcontracts.** The Company shall not subcontract any of the Work to be performed by it hereunder without the express written consent of the City. In addition, this Contract shall not be assigned by the Company.
6. **Termination.** The City shall have the right to terminate the Contract at any time for any reason by giving the Company written notice to such effect. The City shall pay to the Company in full satisfaction and discharge of all amounts owing to the Company under the Contract an amount equal to the cost of all Work performed by the Company up to such termination date, less all amounts previously paid to the Company on account of the Contract Price. The Company shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Company for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.
7. **Insurance.**
 - a. **Insurance Limits.** Company maintains the following limits of Insurance:
 - i. Professional Liability: \$2,000,000.00 limit
 - ii. General Liability: \$1,000,000.00 limit
 - b. **Worker's Compensation.** The City shall not obtain worker's compensation insurance on behalf of Company or the employees of Company. Company shall comply with the Missouri worker's compensation law concerning its business and its employees.
8. **Indemnities and Liability Limitations.**
 - a. In no event shall the City be liable to Company 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 by the City under this contract. All the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.
 - b. Company shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands, and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Company arising out of or in any way connected with this contract. Company further agrees to defend, indemnify, and hold the City harmless from and against any claims, losses, and liabilities arising out of the award of this contract to Company.

- c. Company shall indemnify and hold the City harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work 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.

- 9. **Payment and Performance Bonds.** The Company shall furnish within five (5) days of full contract execution, a satisfactory Performance and Maintenance Bond in the full amount of the Contract. The Performance and Maintenance Bond furnished shall guarantee the faithful performance of the Work and warrant the Work for five years after completion of this Project..

Company shall furnish within five (5) days of full contract execution, a satisfactory Payment Bond in the full amount of the Contract. The Payment Bond furnished shall meet all requirements of Section 107.170 of the Revised Statutes of Missouri, as amended, and shall guarantee the payment of any and all materials, incorporated, consumed, or used in connection with the construction of such Work, and all insurance premiums, both for compensation, and for all other kinds of insurance, said Work, and for all labor performed in such Work whether by subcontractor or otherwise, including payment of prevailing wage requirements of the State of Missouri.

- 10. **Non-Agency.** The parties agree that nothing contained in this Contract shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.
- 11. **Force Majeure.** City acknowledges and agrees that Company shall not be responsible for any failures or delays in performing Company's respective obligations hereunder arising from any cause beyond Company's reasonable control, including but not limited to acts of God and natural disasters such as fires, earthquakes, storms, typhoons, and floods; acts of civil or military authority; acts of civil disobedience such as riots and warfare; and acts of foreign and domestic terrorism.
- 12. **Waiver.** All waivers of and consents to any terms and conditions of this Contract, or any rights, powers, or remedies under it, by either party must be in writing in order to be effective. Once a right has vested in a party, that party shall not be deemed to have waived its right due to its failure or election to not exercise its right at the time it vests, and such party shall continue to have the option to exercise its right unless it waives its right in writing. No waiver or consent granted with respect to one matter or incident shall be construed to operate as a waiver or consent with respect to any different or subsequent matter or incident.
- 13. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void.

- 14. Assignment.** Neither City nor Company shall assign any rights or duties under this Contract 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 Contract.
- 15. Amendment.** This Contract may not be amended, modified, or otherwise changed or altered except by a writing executed by Company and an authorized representative of City.
- 16. Equal Employment Opportunity.** During the performance of this Contract, Company agrees that Company will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin, or any other legally protected category.
- 17. Missouri Immigration Law Affidavit.** After January 1, 2009, Company takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the Company will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. Company will provide a statement that the Company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.
- 18. Governing Law.** This Contract shall be governed by the laws of the State of Missouri. The City and Company agree that the performance of this Contract will be deemed to have occurred in the State of Missouri and that Company's performance under this Contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this Contract shall be exclusively in the Circuit Court of Greene County, Missouri, or the Federal District Court for the Western District of Missouri, as appropriate. Company submits to the personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to those courts.
- 19. Entire Contract.** This Contract represents the entire Contract between the City and Company. All previous or contemporaneous contracts, representations, promises, and conditions relating to the Company's services described herein are superseded.

IN WITNESS WHEREOF, City and Company, by and through their authorized officers, have made and executed this Contract.

City of Willard, Missouri

By _____

Title _____

Date _____

Mongan Painting, LLC

By _____

Title _____

Date _____



Contract Agreement For: Pool Basin Sandblasting & Painting – IFB #02-2024PKS
Contract Sum: Seventy-Three Thousand Dollars... (\$73,000.00)

Between: The **City of Willard, Missouri**, hereinafter referred to as the "City," represented by its duly authorized representative, and **Mongan Painting, LLC**, hereinafter referred to as the "Contractor."

Terms and Conditions:

1. Project Details:

- o The Contractor to complete project per the City's provided project specifications, including project location, scope, and timeline.
 - o The Contractor shall adhere to all safety regulations and quality standards during the execution of the project.
 - o The project shall commence on the agreed-upon start date and be completed within the specified timeframe.
- A. Project to be completed Winter/Spring 2024 – Fully cured by April 30, 2024**

2. Payment and Compensation:

- o The City shall compensate the Contractor based on the agreed-upon payment terms.
 - o Payment milestones shall be established, with partial payments upon completion of specific project phases.
 - o The Contractor shall submit invoices promptly, and the City shall make payments within the stipulated timeframe.
- A. Payment to be made upon completion of project per NET Thirty (30) terms.**

3. Quality Assurance:

- o The Contractor shall ensure the highest quality of workmanship.
- o All materials used shall meet industry standards and project specifications.
- o The City reserves the right to inspect the work at any stage and request corrections if necessary.

4. Liability and Insurance:

- o The Contractor shall carry adequate liability insurance.
- o The City shall not be held liable for any accidents, damage, or injuries arising from the Contractor's work.

5. Dispute Resolution:

- o Any disputes arising from this contract shall be resolved amicably through negotiation.
- o If resolution cannot be reached, mediation or arbitration shall be pursued as per applicable laws.





6. Termination:

- o Either party may terminate this contract with written notice.
- o Termination shall not affect completed work or payment obligations.

Signatures: This contract shall be effective upon execution by both parties

City of Willard, Missouri: Authorized Representative:

Title:

Signature: _____

Date:

Mongan Painting, LLC: Authorized Representative: James Brooks

Title: Regional Manager

Signature: _____

Date: February 15, 2024

CITY OF WILLARD, MISSOURI

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



Agenda Item #7

Ordinance authorizing the Mayor to enter into a contract with Cochran Engineering for a Water Study Update and 5- year Department of Natural Resources (DNR) Supervised Program

(1st Read) Discussion/Vote

First Reading: 03/14/2024

Second Reading: 03/25/2024

Bill No.: 24-14

Ordinance No.: 240314B

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER AN AGREEMENT WITH COCHRAN ENGINEERING FOR A WATER SUDY UPDATE AND FIVE-YEAR DEPARTMENT OF NATURAL RESOURCES (DNR) SUPERVISED PROGRAM SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS, ON BEHALF OF THE CITY OF WILLARD.

WHEREAS, the City of Willard has made a determination that it would benefit from a water study update for the City; and

WHEREAS, the City of Willard has made a determination that it would benefit from a five-year Department of Natural Resources (DNR) Supervised Program; and

WHEREAS, the City of Willard has negotiated with Cochran Engineering to provide a water study update and five-year Department of Natural Resources (DNR) Supervised Program.

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

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

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

Mayor Sam Baird

ATTEST: _____, City Clerk Dona Slater

Approved as to form: _____, City Attorney Holly Dodge

READ TWO TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE _____ DAY OF _____ 2024.

EXHIBIT "A"



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

March 5, 2024

Ms. Donna Stewart
City of Willard
224 W Jackson
Willard, MO 65781

SENT VIA: Email
(ca@cityofwillard.org)

RE: Water Study Update & DNR 5 Year Supervised Program

Dear Ms. Stewart:

Thank you for giving Cochran the opportunity to submit this work order to provide professional engineering services. In accordance with our discussions with City Staff, we offer the following professional services:

ITEM NO. 1: WATER STUDY UPDATE / 5 YEAR DNR SUPERVISED PROGRAM APPROVAL

SCOPE OF WORK:

Cochran will apply to renew the 5-Year Supervised Program on the City's behalf. The renewal will update the 2018 Owner Supervised Program. The report shall include a Master Plan showing the City's anticipated Water System Improvements and a projected completion date of each project. The Supervised Program will contain the required elements as per Section 1.8 of the "Minimum Design Standard for Missouri Community Water Systems."

1. Update population information.
2. Update historical water usage information and projected water usage.
3. Update system mapping to include recently completed projects.
4. Prepare hydraulic model of the water system to evaluate system performance under average day, peak flow, and fire flow conditions.
5. Cursorary evaluation of supply capacity of existing wells compared to average day and maximum day demand. Analysis will include firm capacity evaluation.
6. Cursorary evaluation of storage capacity compared to average day demand.
7. Update report to show completed projects and additional recommended projects.
8. Update cost estimates for projects to remain in the owner supervised program and provide cost estimates for newly recommended projects.
9. It is anticipated that newly recommended projects will be identified by city staff or identified during the cursory evaluation performed by Cochran.

ITEM NO. 1 LUMP SUM FEE of no more than \$25,000.00.

SERVICES NOT INCLUDED:

1. Full Water System Master Study
2. Water Rate Recommendations
3. Sanitary Sewer Rate Recommendations
4. Environmental/Geotechnical/Wetlands/Asbestos/Fire Flow Studies or Reports
5. Recording and Permit Fees
6. Construction Documents and Specifications
7. Topographic, Utility, and Boundary Survey

8. Field Location of System Valves and Hydrants

8 East Main Street Executive Drive Wentzville, MO 63385 MO 65065 Phone: 636-332-4574 573-525-0299 Fax: 636-327-0760	737 Rudder Road Fenton, MO 63026 Phone: 314-842-4033 Fax: 314-842-5957	530A East Independence Drive Union, MO 63084 Phone: 636-584-0540 Fax: 636-584-0512	1163 Maple Street Farmington, MO 63640 Phone: 573-315-4810 Fax: 573-315-4811	2804 N. Biagio Street Ozark, MO 65721 Phone: 417-595-4180 Fax: 417-595-4109	905 Osage Beach, Phone: Fax: 573-
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525-0298 www.cochraneng.com

Ms. Donna Stewart
City of Willard
Proposal – Water Study Update & 5-Year Supervised Program
March 5, 2024

Page 2

9. In depth evaluation of the Water Treatment Plant or Production Capabilities
10. Water Tower Inspection Reports

OWNER'S RESPONSIBILITY:

1. The Owner shall give prompt and thorough consideration to all documents laid before him. Prompt decisions will be required if project is to proceed on schedule.
2. Owner shall provide pertinent system and financial data requested by the Engineer.

TOTAL FEE:

ITEM NO. 1: WATER STUDY UPDATE / 5 YEAR DNR SUPERVISED PROGRAM APPROVAL not to exceed \$25,000.00
TOTAL: \$25,000.00

1. Reimbursable Expenses – Mileage, long distance telephone calls, courier, in-house and out-of-house printing charges, etc. are not included in the above fees and will be billed to the City at cost. It is estimated that the reimbursable expenses will not exceed **\$250.00**.
2. Trips to Site – We have included two (2) trips to the site for meetings with the City in our base fee. Additional trips will be billed as reimbursable expenses above and beyond the estimated fee.
3. Any tasks in addition to those specifically described above, will be billed as extras on a time and materials basis using the attached rates.
4. Billing for Cochran fees and reimbursable expenses will be submitted monthly.

TIME OF PERFORMANCE:

Performance of this Contract will be no later than six (6) months from the commencement of this Contract. Cochran will not, however, be responsible for delays caused by events beyond our control.

TERMS AND CONDITIONS:

Attached to this proposal is a copy of the Cochran Standard Terms and Conditions. These terms and conditions shall apply to this proposal for professional services, which can also serve as a letter agreement. This document is enclosed for your review and reference.

GENERAL:

The terms and conditions of this contract shall apply to all work performed for the benefit of the project, any contiguous property that may be acquired at a later date, and any work performed off the site that benefits the project (permits, licenses, easements, etc.).

Cochran's reputation is based on understanding and meeting all the project objectives of our clients. We look forward to having an opportunity to demonstrate that responsiveness by providing timely and cost effective professional services.

If you would like to authorize Cochran to perform the professional services outlined in this proposal, please indicate your acceptance of the terms of this letter agreement by signing in the space provided below **AND** initializing **ALL** other pages. Return one (1) copy for our contract files.

If you have any questions or changes regarding this proposal, please contact me at 417-595-4108. Thank you.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED AT COCHRAN'S OPTION.

Page 3

Ms. Donna Stewart
City of Willard
Proposal – Water Study Update & 5-Year Supervised Program
March 5, 2024

Sincerely,



Tim Schowe
Cochran

Acceptance:

City of Willard

By: _____

Title: _____

Date: _____

Attachments: Standard Charge-Out Rates
Cochran Terms & Conditions



2024 Hourly Fee Schedule

The following is a list of hourly rates for our Fee Service Contracts.
Effective January 1, 2024, these rates will apply to all projects performed on a time and expense basis.

<u>Title</u>	<u>Charge-Out</u>
Principal/Vice President	\$ 230.00
Department/Division Manager	\$ 195.00
Senior Project Manager	\$ 185.00
Project Manager	\$ 175.00
Project Engineer 1	\$ 160.00
Project Engineer 2	\$ 150.00
Design Engineer 1	\$ 130.00
Design Engineer 2	\$ 120.00
Design Engineer 3	\$ 110.00
Senior Architect	\$ 175.00
Project Architect 1	\$ 160.00
Project Architect 2	\$ 145.00
Design Architect 1	\$ 135.00
Design Architect 2	\$ 120.00
Managing Surveyor	\$ 160.00
Surveyor 1	\$ 150.00
Surveyor 2	\$ 140.00
Surveyor 3	\$ 125.00
Senior Field Manager	\$ 125.00
Field Manager	\$ 85.00
Inspector	\$ 65.00
MoDOT Certified Technician	\$ 70.00
Engineer/Survey Tech 1	\$ 120.00
Engineer/Survey Tech 2	\$ 110.00
Engineer/Survey Tech 3	\$ 100.00
Engineer/Survey Tech 4	\$ 80.00
Secretary	\$ 80.00
One Man Survey Crew	\$ 140.00

Note:

- *Survey Field crew prices will vary depending upon the Survey Tech assigned to the project.
- *Overtime rate of 1.5 times the regular rate will be charged for hours worked after 8 hours per day, Saturdays, Sundays, or Holidays.

Wentzville, MO 63385 MO 65065 Phone: 636-332-4574 573-525-0299 Fax: 636-327-0760	Fenton, MO 63026 Phone: 314-842-4033 Fax: 314-842-5957	Union, MO 63084 Phone: 636-584-0540 Fax: 636-584-0512	Farmington, MO 63640 Phone: 573-315-4810 Fax: 573-315-4811	Ozark, MO 65721 Phone: 417-595-4180 Fax: 417-595-4109	Osage Beach, Phone: Fax: 573-
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525-0298 www.cochraneng.com

COCHRAN STANDARD TERMS AND CONDITIONS

1. Unless expressly stated in the attached proposal letter ("Proposal"), the Proposal must be accepted in writing within thirty days, or the Proposal is void and unenforceable.
2. The acceptance of the Proposal is conditioned upon these Terms and Conditions and the terms of the Proposal, which shall be the only terms and conditions applicable to any agreement between Cochran and City. Requesting performance of the work by Cochran, sending a notice to proceed with the work, or an acknowledgment of the Proposal by the issuance of a purchase order by City, notwithstanding any terms additional to or different from those contained herein, shall be deemed to be an acceptance of these Terms and Conditions by City.
3. The Proposal and these Terms and Conditions constitute the entire agreement ("Contract") between Cochran and the City for the services identified in the Proposal. All prior proposals, negotiations, representations, recommendations, statements, or agreements made or entered into prior to or contemporaneously with this Contract, whether oral or in writing, are superseded by this Contract unless they are expressly incorporated herein by reference. Any terms contained in any communication from City which are inconsistent with the Contract shall not be binding upon Cochran.
4. Cochran may submit invoices on not less than a monthly basis. Cochran's invoices are due and payable within fifteen (15) days of the submission of each invoice. Interest will accrue at the rate of one and one-half percent (1.5%) per month on all unpaid invoices beginning fifteen (15) days from the date payment was due. If City fails to pay in full any of Cochran's invoices, Cochran may immediately, without waiving any other rights it may have, suspend work pending resolution of the payment dispute. City's failure to pay any of Cochran's invoices in full shall be considered a material breach of this Contract, unless City disputes any part of said invoice.
5. Unless specifically stated to the contrary in the Proposal, reimbursable expenses are in addition to the amounts identified for Cochran's fees for basic and additional services. Reimbursable expenses shall include, but are not limited to: City-authorized out-of-town travel, transportation, and subsistence expenses; fees paid for securing approval of jurisdictional authorities; postage, courier, or other delivery fees; material costs for models, mock-ups, or other presentation media; photographic film and development expenses. Reimbursable expenses shall not exceed \$250.00.
6. This Contract is binding upon the heirs, successors, and assigns of the parties hereto and may not be assigned by either party without the prior written consent of the other party.
7. Nothing in this Contract is intended to create any enforceable third-party rights against City or Cochran.
8. Cochran will perform all of its services consistent with that degree of skill and learning ordinarily used under the same or similar circumstances by the members of Cochran's profession working in the same locale.
9. If, and to the extent that Cochran's scope of work includes construction phase services, any such services shall be provided in accordance with and governed by the applicable terms of AIA Document A201 General Conditions of the Contract for Construction, 2007 Edition ("General Conditions") If there is a conflict between the General Conditions and this Contract, this Contract will control.

10. When making any interpretation or decision as required by the General Conditions, Cochran will not show partiality to any party.
11. Cochran has no responsibility or obligation to supervise or direct the work activities of the City's employees and representatives, or any construction contractors, sub-contractors, or any of their employees, or other persons not employed by Cochran.
12. Cochran will abide by any job-site safety programs identified in writing by the City but will not be responsible for job-site safety of any persons not directly employed by Cochran.
13. Cochran has no responsibility or obligation with respect to the construction means, methods, sequencing, or procedures of any construction contractors, sub-contractors, or any of their employees.
14. Cochran is not responsible for the failure of any contractor to perform work properly and in accordance with any applicable documents, plans, specifications, codes, or standards.
15. Cochran is not responsible for the identification of unsafe conditions, nor for the identification, handling, or removal of hazardous and/or toxic substances found on or brought to the site. Prior to the start of work, the City shall disclose and identify in writing to Cochran, to the best of City's knowledge, all hazardous and/or toxic substances located on the site. City agrees to defend, indemnify and hold Cochran harmless from and against all claims, demands and liabilities of any kind or nature resulting from any hazardous and/or toxic substances that are found on the site and which were not identified by City – even if not known by City.
16. Cochran will have no obligation to commence its work until receipt of a written notice-to-proceed from City and all other information required to be provided by City. Cochran shall complete its work within any time limits identified in the Proposal. Cochran shall be entitled to an extension of time for performance of its work due to any delays that are due to any cause beyond Cochran's reasonable control. In no event will City be entitled to any costs, losses, expenses or damages (including, but not limited to, claims or damages attributable to home office overhead costs, loss of profits, loss of business opportunities and/or additional financing costs) as a result of any delay caused or attributable to Cochran.
17. Provided that written notice of a material breach of this Contract has been provided to the defaulting party and the defaulting party has failed to cure or taken reasonable efforts to cure its default within seven (7) calendar days of its receipt of the notice, the non-defaulting party may terminate this Contract by sending notice of termination to the defaulting party.
18. This Contract may be terminated at any time by City upon written notice to Cochran. If City terminates this Contract, Cochran will assist City in the orderly termination of services, including timely transfer of the services to another designated provider. The City agrees to pay Cochran the actual, reasonable costs of rendering such assistance. If this Contract is terminated for any reason not attributable to Cochran, City will pay for the work performed by Cochran up to the date of termination.
19. In the event that there are any changes in applicable laws, codes or regulations after the Contract is executed that result in the need for Cochran to perform additional services and/or incur additional costs, City shall pay Cochran for said services and costs at the rates set forth in the Proposal.
20. All documents and electronic media produced by Cochran under this Contract ("Instruments of Service") shall remain the property of Cochran, and Cochran shall retain all rights to the same, including copyrights, and they may be used by the City only for the project identified in the Proposal. In the event of the termination of this Contract, the City shall return the Instruments of Service to Cochran, and the Instruments of Service may not be used by the City or a third party to complete the project without the written consent of Cochran.
21. This Contract and the rights of the parties shall be governed by the laws of the State of Missouri. The City and Cochran agree that the performance of this Contract will be deemed to have occurred in the State of Missouri and that Cochran's performance under this Contract will be deemed the transaction of business in

Missouri. Jurisdiction and venue for any claim or cause of action arising under this Contract shall be exclusively in the Circuit Court of Greene County, Missouri, or the Federal District Court for the Western District of Missouri, as appropriate. Cochran submits to the personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to those courts.

22. Any claims, disputes, or other matters in question arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, at Cochran's sole election and discretion, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA. A demand for arbitration must be made within a reasonable time, and before the expiration of the applicable statute of limitations. Unless it consents in writing, Cochran may not be joined in any other arbitration involving the same project. The arbitration shall be held where the project is located.
23. In the event of any dispute, claim, arbitration, or litigation arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, the prevailing party shall be awarded its attorney's fees, expert witness fees, expenses, arbitration fees and expenses, and court costs at the trial and all appellate levels; including costs and fees related to collection efforts. Determination of which party prevailed shall be made by the judge or arbitrator(s). The determination shall be made by reviewing the claims resolved at trial or arbitration (which excludes any claims resolved prior to the taking of evidence), and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages or obtaining relief and comparing that result to the relief and/or damages requested by that party at the trial or arbitration. If that party received less than 50% of the relief and/or damages it sought, then the other party prevailed. If that party receives more than 50% of the relief and/or damages it sought, then it prevailed. The judge or arbitrator(s) may consider the percentage of recovery when determining the amount of fees and expenses to be awarded to the prevailing party. If more than one claim is presented, then the judge or arbitrator(s) may elect to evaluate who is the prevailing party on a claim by claim basis, or in the aggregate as they deem appropriate. In making the determination of which party prevailed, the judge or arbitrator(s) shall take into consideration any settlement offers or demands made prior to trial or arbitration.
24. **Missouri Immigration Law Affidavit.** After January 1, 2009, Cochran takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. Cochran will provide a statement that the Cochran has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.
25. Cochran shall maintain the following limits of Insurance:
 - i Professional Liability: \$2,000,000.00 limit
 - ii General Liability: \$1,000,000.00 limit
26. The City shall not obtain worker's compensation insurance on behalf of Cochran or the employees of Cochran. Cochran shall comply with the Missouri worker's compensation law concerning its business and its employees.
27. City acknowledges and agrees that Cochran shall not be responsible for any failures or delays in performing Cochran's respective obligations hereunder arising from any cause beyond Cochran's reasonable control, including but not limited to acts of God and natural disasters such as fires, earthquakes, storms, typhoons, and floods; acts of civil or military authority; acts of civil disobedience such as riots and warfare; and acts of foreign and domestic terrorism.

28. The Parties agree that nothing contained in this Contract shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.
29. This Contract may not be amended, modified, or otherwise changed or altered except by a writing executed by Cochran and an authorized representative of City.
30. All waivers of and consents to any terms and conditions of this Contract, or any rights, powers, or remedies under it, by either party must be in writing in order to be effective. Once a right has vested in a party, that party shall not be deemed to have waived its right due to its failure or election to not exercise its right at the time it vests, and such party shall continue to have the option to exercise its right unless it waives its right in writing. No waiver or consent granted with respect to one matter or incident shall be construed to operate as a waiver or consent with respect to any different or subsequent matter or incident.
31. The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void.
32. Neither City nor Cochran shall assign any rights or duties under this Contract 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 Contract.
33. During the performance of this Contract, Cochran agrees that Cochran will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin, or any other legally protected category.
34. Indemnities and Liability Limitations.
 - a In no event shall the City be liable to Cochran 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 by the City under this contract. All the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.
 - b Cochran shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands, and liabilities arising out of personal injuries, including death, and damage or impairment to property, or any rights which are caused by the Cochran arising out of or in any way connected with this contract. Cochran further agrees to defend, indemnify, and hold the City harmless from and against any claims, losses, and liabilities arising out of the award of this contract to Cochran.
 - c Cochran shall indemnify and hold the City harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work 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.

CITY OF WILLARD, MISSOURI

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



Agenda Item #8

**Ordinance authorizing the Mayor to enter into a contract
with Cochran Engineering for a water, sanitary, road, and
storm Capacity Fee Analysis**

(1st & 2nd Read) Discussion/Vote

First Reading: 03/14/2024

Second Reading: 03/14/2024

Bill No.: 24-16

Ordinance No.: 240314C

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER AN AGREEMENT WITH COCHRAN ENGINEERING FOR WATER, SANITARY, ROAD, AND STORM CAPACITY FEE SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS, ON BEHALF OF THE CITY OF WILLARD.

WHEREAS, the City of Willard has made a determination that it would benefit from a water, sanitary, road, and storm Capacity Fee Analysis for the City; and

WHEREAS, the City of Willard has negotiated with Cochran Engineering to provide a water, sanitary, road, and storm Capacity Fee Analysis for the City.

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

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

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

Mayor Sam Baird

ATTEST: _____, City Clerk Dona Slater

Approved as to form: _____, City Attorney Holly Dodge

READ TWO TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE _____ DAY OF _____ 2024.



March 7, 2024

Ms. Donna Stewart
City of Willard
224 W Jackson
Willard, MO 65781

SENT VIA: Email
(ca@cityofwillard.org)

RE: Capacity Fee Analysis

Dear Ms. Stewart:

Thank you for giving Cochran the opportunity to submit this work order to provide professional engineering services. In accordance with our discussions with City Staff, we offer the following professional services:

ITEM NO. 1: WATER, SANITARY, ROAD, AND STORM CAPACITY FEE ANALYSIS

SCOPE OF WORK:

Cochran will provide analysis for water, sanitary, road, and storm capacity fees. Fees will be approved by the Board of Aldermen and implemented on future developments on a per lot basis. Capacity fees are needed to provide additional infrastructure serving the city's increase in growth and development.

1. Analyze costs per lot based on a "Lost Capacity" for water infrastructure. Costs for well production and storage will be reviewed along with improvements discussed in the most recent water study.
2. Analyze costs per lot based on a "Lost Capacity" for sanitary infrastructure. Costs for sanitary conveyance and treatment construction will be reviewed based on the most recent sanitary sewer study.
3. Analyze costs per lot based on future road and sidewalk improvement infrastructure. Proposed improvements will be based on discussions with city staff regarding city needs. Costs for secondary arterial and primary collector road and sidewalk improvements will be reviewed.
4. Analyze costs per lot based on future storm sewer improvements. Storm sewer improvements will be based on known areas of concern provided by city staff. Costs for storm improvements will be reviewed.
5. Research surrounding communities impact fees.
6. Costs prepared for infrastructure projects shall be for capacity fee reference only and not used for future budgeting purposes.

SERVICES NOT INCLUDED:

1. Full Water System Master Study
2. Water Rate Recommendations
3. Sanitary Sewer Rate Recommendations
4. In depth analysis of the City's existing water, sewer, and street infrastructure.
5. Environmental/Geotechnical/Wetlands/Asbestos/Fire Flow Studies or Reports
6. Recording and Permit Fees
7. Construction Documents and Specifications
8. Topographic, Utility, and Boundary Survey
9. Field Location of System Valves and Hydrants
10. Water Tower Inspection Reports

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

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

530A East Independence Drive
Union, MO 63084
Phone: 636-584-0540
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Phone: 417-595-4180
Fax: 417-595-4109

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

www.cochraneng.com

OWNER'S RESPONSIBILITY:

1. The Owner shall give prompt and thorough consideration to all documents laid before them. Prompt decisions will be required if project is to proceed on schedule.
2. Owner shall provide pertinent system and financial data requested by the Engineer.

FEE:

Cochran will provide the above listed services **based on the assumption of performing general cost estimates and project input from city staff on a Time and Expense basis with an estimated cost of no more than \$10,000.00.** If the scope of work should change, Cochran can expand/reduce the overall scope as needed to provide the necessary requested data for the project at the attached hourly rates.

1. Reimbursable Expenses – Mileage, long distance telephone calls, courier, in-house and out-of-house printing charges, etc. are not included in the above fees and will be billed to the City cost. It is estimated that the reimbursable expenses will not exceed **\$250.00.**
2. Trips to Site – We have included two (2) trips to the site for meetings with the City in our base fee. Additional trips will be billed as reimbursable expenses above and beyond the estimated fee.
3. Any tasks in addition to those specifically described above, will be billed as extras on a time and materials basis using the attached rates.
4. Billing for Cochran fees and reimbursable expenses will be submitted monthly.

TIME OF PERFORMANCE:

Performance of this Contract shall be completed no later than forty five (45) days from the commencement of this Contract. Cochran will not, however, be responsible for delays caused by events beyond our control.

TERMS AND CONDITIONS:

Attached to this proposal is a copy of the Cochran Standard Terms and Conditions. These terms and conditions shall apply to this proposal for professional services, which can also serve as a letter agreement. This document is enclosed for your review and reference.

GENERAL:

The terms and conditions of this contract shall apply to all work performed for the benefit of the project, any contiguous property that may be acquired at a later date, and any work performed off the site that benefits the project (permits, licenses, easements, etc.).

Cochran's reputation is based on understanding and meeting all the project objectives of our clients. We look forward to having an opportunity to demonstrate that responsiveness by providing timely and cost-effective professional services.

If you would like to authorize Cochran to perform the professional services outlined in this proposal, please indicate your acceptance of the terms of this letter agreement by signing in the space provided below **AND** initializing **ALL** other pages. Return one (1) copy for our contract files.

If you have any questions or changes regarding this proposal, please contact me at 417-595-4108. Thank you

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED AT COCHRAN'S OPTION.

Ms. Donna Stewart
City of Willard
Proposal – Capacity Fee Analysis
March 7, 2024

Sincerely,



Tim Schowe
Cochran

Acceptance:
City of Willard

By: _____

Title: _____

Date: _____

Attachments: Standard Charge-Out Rates
 Cochran Terms & Conditions



2024 Hourly Fee Schedule

The following is a list of hourly rates for our Fee Service Contracts.
Effective January 1, 2024, these rates will apply to all projects performed on a time and expense basis.

<u>Title</u>	<u>Charge-Out</u>
Principal/Vice President	\$ 230.00
Department/Division Manager	\$ 195.00
Senior Project Manager	\$ 185.00
Project Manager	\$ 175.00
Project Engineer 1	\$ 160.00
Project Engineer 2	\$ 150.00
Design Engineer 1	\$ 130.00
Design Engineer 2	\$ 120.00
Design Engineer 3	\$ 110.00
Senior Architect	\$ 175.00
Project Architect 1	\$ 160.00
Project Architect 2	\$ 145.00
Design Architect 1	\$ 135.00
Design Architect 2	\$ 120.00
Managing Surveyor	\$ 160.00
Surveyor 1	\$ 150.00
Surveyor 2	\$ 140.00
Surveyor 3	\$ 125.00
Senior Field Manager	\$ 125.00
Field Manager	\$ 85.00
Inspector	\$ 65.00
MoDOT Certified Technician	\$ 70.00
Engineer/Survey Tech 1	\$ 120.00
Engineer/Survey Tech 2	\$ 110.00
Engineer/Survey Tech 3	\$ 100.00
Engineer/Survey Tech 4	\$ 80.00
Secretary	\$ 80.00
One Man Survey Crew	\$ 140.00

Note:

*Survey Field crew prices will vary depending upon the Survey Tech assigned to the project.
*Overtime rate of 1.5 times the regular rate will be charged for hours worked after 8 hours per day, Saturdays, Sundays, or Holidays.

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COCHRAN STANDARD TERMS AND CONDITIONS

1. Unless expressly stated in the attached proposal letter ("Proposal"), the Proposal must be accepted in writing within thirty days, or the Proposal is void and unenforceable.
2. The acceptance of the Proposal is conditioned upon these Terms and Conditions and the terms of the Proposal, which shall be the only terms and conditions applicable to any agreement between Cochran and Client. Requesting performance of the work by Cochran, sending a notice to proceed with the work, or an acknowledgment of the Proposal by the issuance of a purchase order by Client, notwithstanding any terms additional to or different from those contained herein, shall be deemed to be an acceptance of these Terms and Conditions by Client.
3. The Proposal and these Terms and Conditions constitute the entire agreement ("Contract") between Cochran and the City for the services identified in the Proposal. All prior proposals, negotiations, representations, recommendations, statements, or agreements made or entered into prior to or contemporaneously with this Contract, whether oral or in writing, are superseded by this Contract unless they are expressly incorporated herein by reference. Any terms contained in any communication from City which are inconsistent with the Contract shall not be binding upon Cochran.
4. Cochran may submit invoices on not less than a monthly basis. Cochran's invoices are due and payable within fifteen (15) days of the submission of each invoice. Interest will accrue at the rate of one and one-half percent (1.5%) per month on all unpaid invoices beginning fifteen (15) days from the date payment was due. If City fails to pay in full any of Cochran's invoices, Cochran may immediately, without waiving any other rights it may have, suspend work pending resolution of the payment dispute. Client's failure to pay any of Cochran's invoices in full shall be considered a material breach of this Contract, unless City disputes any part of said invoice.
5. Unless specifically stated to the contrary in the Proposal, reimbursable expenses are in addition to the amounts identified for Cochran's fees for basic and additional services. Reimbursable expenses shall include, but are not limited to: Client-authorized out-of-town travel, transportation, and subsistence expenses; fees paid for securing approval of jurisdictional authorities; postage, courier, or other delivery fees; material costs for models, mock-ups, or other presentation media; photographic film and development expenses. Reimbursable expenses shall not exceed \$250.00.
6. This Contract is binding upon the heirs, successors, and assigns of the parties hereto and may not be assigned by either party without the prior written consent of the other party.
7. Nothing in this Contract is intended to create any enforceable third-party rights against City of Cochran.
8. Cochran will perform all of its services consistent with that degree of skill and learning ordinarily used under the same or similar circumstances by the members of Cochran's profession working in the same locale.
9. If, and to the extent that Cochran's scope of work includes construction phase services, any such services shall be provided in accordance with and governed by the applicable terms of AIA Document A201 General Conditions of the Contract for Construction, 2007 Edition ("General Conditions") If there is a conflict between the General Conditions and this Contract, this Contract will control.
10. When making any interpretation or decision as required by the General Conditions, Cochran will not show partiality to any party.
11. Cochran has no responsibility or obligation to supervise or direct the work activities of the Client's employees and representatives, or any construction contractors, subcontractors or any of their employees, or other persons not employed by Cochran.
12. Cochran will abide by any job-site safety programs identified in writing by the City but will not be responsible for job-site safety of any persons not directly employed by Cochran.
13. Cochran has no responsibility or obligation with respect to the construction means, methods, sequencing or procedures of any construction contractors, sub-contractors, or any of their employees.
14. Cochran is not responsible for the failure of any contractor to perform work properly and in accordance with

any applicable documents, plans, specifications, codes, or standards.

15. Cochran is not responsible for the identification of unsafe conditions, nor for the identification, handling, or removal of hazardous and/or toxic substances found on or brought to the site. Prior to the start of work, the City shall disclose and identify in writing to Cochran, to the best of City's knowledge, all hazardous and/or toxic substances located on the site. City agrees to defend, indemnify, and hold Cochran harmless, to the extent allowed by law and subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes, from and against all claims, demands, and liabilities of any kind or nature resulting from any hazardous and/or toxic substances that are found on the site and which were not identified by City— even if not known by Client.
16. Cochran will have no obligation to commence its work until receipt of a written notice-to-proceed from City and all other information required to be provided by Client. Cochran shall complete its work within forty-five (45) days from the commencement of this Contract. Cochran shall be entitled to an extension of time for performance of its work due to any delays that are due to any cause beyond Cochran's reasonable control.

17. Provided that written notice of a material breach of this Contract has been provided to the defaulting party and the defaulting party has failed to cure or taken reasonable efforts to cure its default within seven (7) calendar days of its receipt of the notice, the non-defaulting party may terminate this Contract by sending notice of termination to the defaulting party.
18. This Contract may be terminated at any time by City upon written notice to Cochran. If City terminates this Contract, Cochran will assist City in the orderly termination of services, including timely transfer of the services to another designated provider. The City agrees to pay Cochran the actual, reasonable costs of rendering such assistance. If this Contract is terminated for any reason not attributable to Cochran, City will pay for the work performed by Cochran up to the date of termination.
19. In the event that there are any changes in applicable laws, codes, or regulations after the Contract is executed that result in the need for Cochran to perform additional services and/or incur additional costs, City shall pay Cochran for said services and costs at the rates set forth in the Proposal.
20. All documents and electronic media produced by Cochran under this Contract ("Instruments of Service") shall remain the property of Cochran, and Cochran shall retain all rights to the same, including copyrights, and they may be used by the City only for the project identified in the Proposal. In the event of the termination of this Contract, the City shall return the Instruments of Service to Cochran, and the Instruments of Service may not be used by the City or a third party to complete the project without the written consent of Cochran.
21. This Contract and the rights of the parties shall be governed by the laws of the State of Missouri. The City and Cochran agree that the performance of this Contract will be deemed to have occurred in the State of Missouri and that Cochran's performance under this Contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this Contract shall be exclusively in the Circuit Court of Greene County, Missouri, or the Federal District Court for the Western District of Missouri, as appropriate. Cochran submits to the personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to those courts.
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- b. Cochran shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands, and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Cochran arising out of or in any way connected with this contract. Cochran further agrees to defend, indemnify, and hold the City harmless from and against any claims, losses, and liabilities arising out of the award of this contract to Cochran.
- c. Cochran shall indemnify and hold the City harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work 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.

Updated 01/2016

Initials _____

