

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

Work Study/Special Meeting

January 26, 2015

7:00 p.m.

Willard City Hall

224 W. Jackson Street

Mayor

Wendell Forshee

Board Members

Michael Barr

David Larimore

Don Lee

Bradley Mowell

Meredith Reaves

David Roggensees

**CITY OF WILLARD
BOARD OF ALDERMEN
WORK STUDY/SPECIAL MEETING
January 26, 2015
7:00 P.M.**

Posted January 22, 2015
Amended and Re-posted 01/23/2015

Notice is hereby given that the City of Willard, Missouri, Board of Aldermen will conduct a meeting at 7:00 p.m. January 26, 2015 at Willard City Hall, 224 W. Jackson, Willard, Missouri.

The tentative agenda of this meeting includes:
PLEDGE OF ALLEGIANCE

Call the meeting to order

Roll Call

1. **Agenda Amendments/Approval of Agenda.**
2. **Proclamation for "Ronald McDonald House Week."**
3. **Citizen Input (*5 minute limit per person*).**
4. **Empire Electric Rebate Ordinance for the Willard Recreation Center (1st Read).
Discussion/Vote.**
5. **Ordinance accepting TEAP funding from MoDOT for profiling, evaluation and traffic counts on the Miller Road Corridor. (1st Read).
Discussion/Vote.**
6. **Ordinance accepting the contract agreement with Great River Associates to provide Engineering Services for Intersection Improvements at Hughes Rd. and 160 Hwy. (1st Read).
Discussion/Vote.**
7. **Ordinance declaring an emergency to enter into a contract with Ozark Applicators for repairs to the Meadows water tower. (1st and 2nd Read).
Discussion/Vote.**
8. **Discussion of Street Banners.**
9. **Discussion/Vote of Fitness Center Bid Specifications.**
10. **Discussion/Vote on A.M. Pyrotechnics for the 2015 Freedom Fest.**
11. **Discussion of Utility Billing Informational Flyers.**
12. **Discussion of amendments to the Willard Employee Manual.**
13. **New Business.**
14. **Old Business.**

15. **Adjourn Meeting.**

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

Dale Duvall
City Clerk



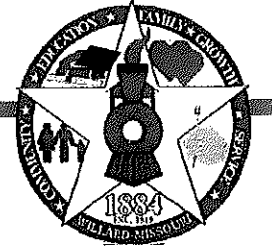
AGENDA ITEM #2

Proclamation for “Ronald McDonald House Week.”

This item is sponsored by the Mayor.

CITY OF WILLARD, MISSOURI

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WHEREAS, Springfield's two Ronald McDonald Houses have provided a "home away from home" and an invaluable source of hope and comfort for families of seriously ill and injured children who must travel far from home for medical treatment; and

WHEREAS, the two Ronald McDonald Houses, located in Springfield, Missouri, allow their guests to maintain close contact with their seriously ill children by providing a secure and supportive environment at the barest minimum of cost or at no cost at all if guests cannot afford it; and

WHEREAS, the Ronald McDonald house near Cox South and the new House at Mercy Children's Hospital have served the needs of over 426 Greene County families, 34 of which are residents of Willard; and

WHEREAS, on Friday, January 23, 2015, 63 McDonalds Restaurants and various other locations, will begin displaying red, pink and gold paper hearts which have been signed and "adopted" by citizens donating \$1, \$5 and \$20 to Ronald McDonald House Charities of the Ozarks through the Share a Heart Campaign; and

WHEREAS, the following generous contributors have provided sponsorship funding and underwritten the costs for the share a Heart Campaign: McDonalds of the Ozarks; Youngblood Auto Group; Great Southern Bank; Mid-Am Metal Forming; McCann Printing; and KY3 Television; and

WHEREAS, McDonald's of Willard is a participant in the Share a Heart Campaign, which will continue through February 28, 2015.

NOW, THEREFORE, I Wendell Forshee, Mayor of the City of Willard, Missouri, do hereby proclaim February 9 through February 15, 2015 as

"Ronald McDonald House Week"

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the City of Willard, this 26th day of January 2015.

Mayor Wendell Forshee



AGENDA ITEM #4

Empire Electric Rebate Ordinance for the Willard Recreation Center (1st Read).

Discussion/Vote.

This ordinance is sponsored by the Community Services Director and the City Administrator.

BILL NO. _____

ORDINANCE NO. _____

FIRST READING _____

SECOND READING _____

AN ORDINANCE

AN ORDINANCE approving the agreement between the City of Willard and Empire District Electric Company establishing a Rebate Program for the City of Willard Recreational Center.

WHEREAS, the City of Willard will enter into an agreement to install energy efficient lighting at its Recreational Center or, will install the lighting itself; and

WHEREAS, as an incentive to install energy efficient lighting, the City of Willard will receive funds from Empire District Electric Company's 2015 Custom Rebate Program.

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

Section 1: That the Mayor, on behalf of the City of Willard, Missouri, is hereby authorized to execute an agreement with Empire District Electric Company for its Custom Rebate Program.

Section 2: This ordinance shall be in full force and effect from and after the date of its passage by the Board of Alderman and approved by the Mayor.

READ TWO (2) TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE ____ DAY OF _____, 2015.

Approved as to form: _____
Ken Reynolds, City Attorney

MEMBERS OF THE BOARD OF ALDERMEN:
First (1st) Reading

YES

NO

DAVID ROGGENSEES

DAVID LARIMORE

BRADLEY MOWELL

MICHAEL BARR

MEREDITH REAVES

DON LEE

MEMBERS OF THE BOARD OF ALDERMEN:
Second (2nd) Reading

DAVID ROGGENSEES

DAVID LARIMORE

BRADLEY MOWELL

MICHAEL BARR

MEREDITH REAVES

DON LEE

YES

NO

Attested by:

Dale Duvall, City Clerk

Approved by:

Wendell Forshee, Mayor



January 13, 2015

CAROLYN HALVERSON
CITY OF WILLARD
P O BOX 187
Willard, MO 65781

Dear Ms. Halverson:

Thank you for your interest in Empire District Electric Company's 2015 Custom Rebate Program. This letter is to confirm our commitment regarding energy efficiency measures proposed in your facility.

Empire District Electric Company is pleased to commit to a rebate incentive of \$17,747 given the installation of energy efficiency measures at,

CITY OF WILLARD REC CTR
133 N HIGHWAY Z
Willard, MO 65781

The rebate is based on the installation of the following measures:

- Replace (4) 100w MV Fixtures w (4) 45w LED Fixtures
- Replace (1) 2ft 2 Lamp T8 Fixtures w (1) 20w LED Fixture
- Replace (2) 200w MV Fixtures w (2) 75w LED Fixtures
- Replace (5) 26w CFL Fixtures w (5) 14w LED Fixtures
- Replace (5) 2 U Lamp T8 Fixtures w (5) 36w LED Fixtures
- Replace (23) 4ft 4 Lamp T8 Fixtures w (23) 72w LED Fixtures
- Replace (1) 3ft 1 Lamp T8 Fixture w (1) 30w LED Fixture
- Replace (3) 4ft 2 Lamp T8 Fixture w (3) 36w LED Fixture
- Replace (56) 400w MV Fixtures w (56) 200w LED Fixtures
- Replace (32) 42w CFL Fixtures w (32) 20w LED Fixtures
- Replace (1) 60w A19 Lamp W (1) 12w LED Lamp
- Replace (2) 65w BR30 Lamp w (2) 12w LED Lamp

This commitment is based on estimated annual energy savings of 70,475 kWh, which was provided by you in an energy analysis. The cost-effectiveness of this project was based on an estimated

project cost of \$39,610, as provided to Empire District in your application. Please note that funds are limited and are available on a first-come, first-served basis.

IMPORTANT: Empire District's rebate commitment to your project is based on the accuracy of information provided by you. By accepting this rebate commitment, you agree to be bound by the Terms and Agreements of the Rebate Program. Empire may re-calculate rebates or revoke this commitment if it determines that deviations in the types, amounts, costs or performance of any of the pre-approved energy efficiency measures change the cost-effectiveness of the project.

This rebate offer is valid for six months from the date of this letter. If it is determined your project will not be implemented within this time, please notify us so that we may provide other commercial projects with funding. You may re-apply for a rebate if you cannot complete your project during this period.

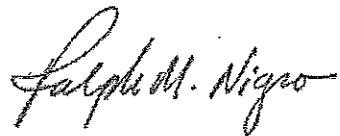
Upon project completion, mail or fax the final project invoice(s) to:

Empire District Electric Company
Custom Rebate Program
P.O. Box 311
Hockessin, DE 19707

FAX: 302-504-3080

Rebate payments are issued in the form of a check. If you have any questions, please feel free to call Huei Wong at 302-504-3075.

Sincerely,

A handwritten signature in cursive script that reads "Ralph M. Nigro".

Ralph M. Nigro, PE

cc: File



**Synergy
Energy**

Building Name
Willard Rec. Center Lighting

Proposal Name
LED Upgrade

A Proposal For
J.C. Loveland
Community Service Director
Willard Parks Dept.

Thursday, January 15, 2015



105 Ford Lane
Hazelwood, 63042
<http://www.synergyenergyllc.com/>

Thursday, January 15, 2015

J.C. Loveland
Community Service Director
Willard Parks Dept.
133 N State Highway Z
Willard MO 65781

Mr. Loveland:

Many businesses are searching for various means to reduce their operating expenses. In many cases, the search need not be any more tedious than simply looking at the something most of us take for granted on a daily basis – our lighting systems. By carefully analyzing the equipment and usage patterns of these systems, we can uncover hidden expenditures that are draining a company's resources. To assist you in disclosing these hidden costs, we are pleased to offer you this detailed analysis of your lighting system based on our preliminary audit of your facility with your team. This proposal illustrates energy saving measures that we recommend and the financial benefits of investing in a light retrofit project at your facility.

Please let me know if there are any questions you have about this proposal or any of the recommendations. We are looking forward to working with you.

Robert Henebry
Operations Manager
105 Ford Lane
Hazelwood, 63042
Phone: 636-697-2779
Email: RobertH@synergyenergyllc.com



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Hazelwood, 63042
<http://www.synergyenergyllc.com/>

Executive Summary

Project Overview

Total Material Cost and Labor (\$)	39,610
Less Rebates and Incentives (\$)	17,747
Net Cost of Project (\$)	21,863
Annual Operating Savings	
Energy Savings (\$)	8,709
Maintenance Savings (\$)	1,358
Total Annual Operating Savings (\$)	10,068
Operating Savings Over 10 Years	
Energy Savings (\$)	87,098
Maintenance Savings (\$)	13,584
Total Operating Savings Over 10 Years (\$)	100,683
Payback Period (yrs)	2.1

Financial Summary

Total Project Cost (\$)	Net Project Cost (\$)	10 Yr Operating Savings (\$) ^{1,2}	Payback Period (yrs)	NPV (\$) ³	IRR (%)
39,610	21,863	100,683	2.1	54,740	59.05

1. Energy cost (\$) = 0.1000/kWh; Annual energy cost escalation (%) = 0.00
2. Operating Savings equals the energy cost savings plus the maintenance savings averaged over the analysis period
3. Assumed Cost of capital (%) = 6
4. Product Tax Rate (%) = 0.00
5. Service Tax Rate (%) = 0.00

Upgrade Summary

Total Cost (\$)	Total Incentives (\$)	Net Cost (\$)	Total Energy Savings (\$) ^{1,2}	Maintenance Savings (\$)	10 Yr NPV (\$) ³	Payback Period (yrs)
39,610	17,747	21,863	87,098	13,584	54,740	2.1

1. Energy cost (\$) = 0.1000/kWh; Annual energy cost escalation (%) = 0.00
2. Energy savings are for the 10-year analysis period
3. Assumed Cost of capital (%) = 6
4. Product Tax Rate (%) = 0.00
5. Service Tax Rate (%) = 0.00



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Financial Analysis by Efficiency Measures

EM Name	EM Type ¹	kWh/yr Savings	Operating Savings (\$) ^{2,3}	Total Cost (\$)	Net Cost (\$)	Payback Period (yrs)
2x4 4 Lamp Fixtures	ALU	3,612	4,764	2,346	2,346	4.4
4' 2 Lamp Fixture	ALU	277	430	147	147	3.9
New Highbay Replacements	ALU	75,986	85,922	25,200	25,200	3.0
Can Light Retrofit	ALU	2,716	3,356	2,148	2,148	5.7
2x2 U Tube Replacements	ALU	463	778	275	275	2.7
65 Watt Relamp	ALU	594	964	45	45	0.4
Mini Cans Retrofits	ALU	231	431	158	158	3.2
100 Watt Retrofit	ALU	1,296	1,764	674	674	2.3
200 Watt Retrofit	ALU	1,839	2,061	479	479	2.3
2' Tube 2 Tube light Relamp	ALU	50	113	40	40	2.7
3' 2 Tubelight Relamp	ALU	30	96	49	49	2.7

1. LC=Local Controls, LR=Luminaire Replacement, CU=Component Upgrade

2. Operating savings includes energy savings and maintenance savings

3. Energy cost (\$) = 0.1000/kWh; Annual energy cost escalation (%) = 0.00

4. Product Tax Rate (%) = 0.00

5. Service Tax Rate (%) = 0.00



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Cash Flow Analysis

5 Year Cash Flow Analysis (\$)

	Yr1	Yr2	Yr3	Yr4	Yr5	Total
Product Costs	32,010	-	-	-	-	32,010
Installation Services	7,601	-	-	-	-	7,601
Incentives	17,747	-	-	-	-	17,747
Energy Savings	8,710	8,710	8,710	8,710	8,710	43,549
Maintenance Savings	1,516	2,287	1,137	3,545	42	8,527
Net Cash Flow	(11,638)	10,997	9,847	12,255	8,752	30,213
Cumulative Cash Flow	(11,638)	(640)	9,206	21,461	30,213	30,213

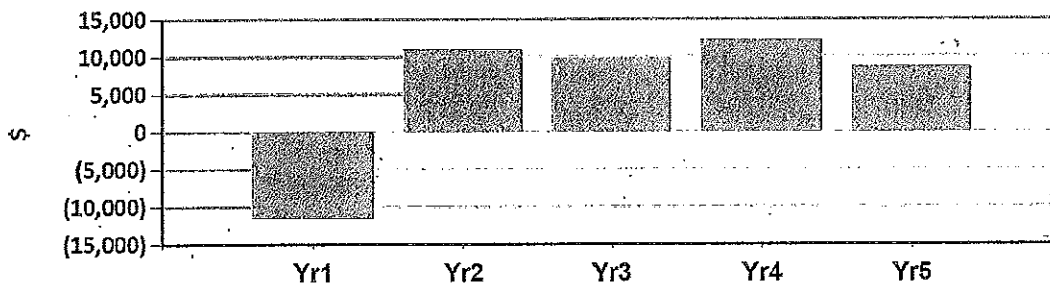


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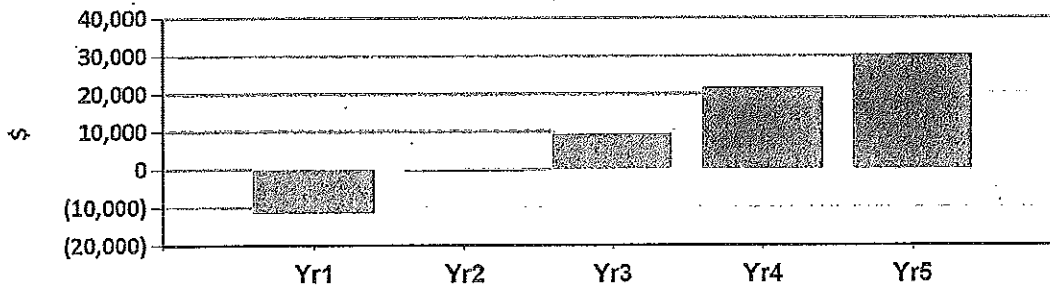
15 Year Cash Flow Analysis (\$)

	Yr1	Yr2	Yr3	Yr4	Yr5
Product Costs	32,010	-	-	-	-
Installation Services	7,601	-	-	-	-
Incentives	17,747	-	-	-	-
Energy Savings	8,710	8,710	8,710	8,710	8,710
Maintenance Savings	1,516	2,287	1,137	3,545	42
Net Cash Flow	(11,638)	10,997	9,847	12,255	8,752
Cumulative Cash Flow	(11,638)	(640)	9,206	21,461	30,213

Net Cash Flow



Cumulative Cash Flow



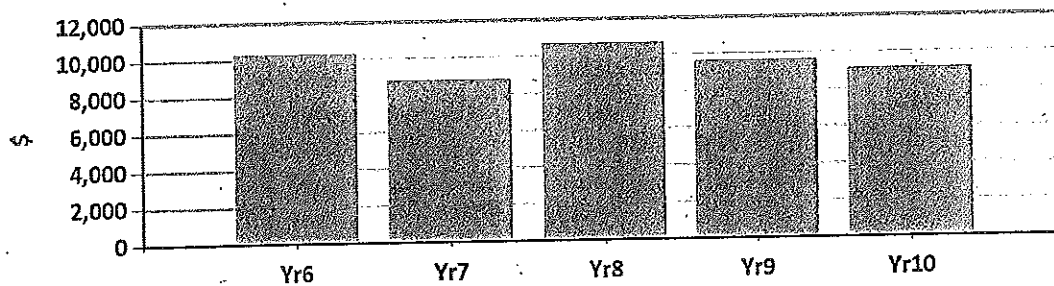


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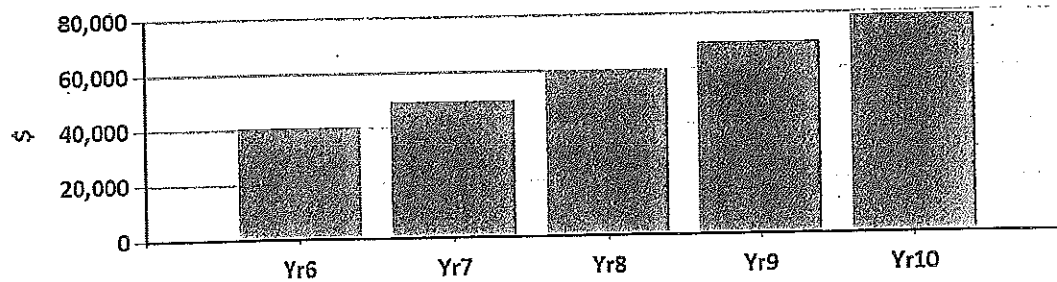
15 Year Cash Flow Analysis (\$)

	Yr6	Yr7	Yr8	Yr9	Yr10
Product Costs	-	-	-	-	-
Installation Services	-	-	-	-	-
Incentives	-	-	-	-	-
Energy Savings	8,710	8,710	8,710	8,710	8,710
Maintenance Savings	1,584	117	1,987	932	438
Net Cash Flow	10,293	8,827	10,697	9,642	9,148
Cumulative Cash Flow	40,507	49,333	60,031	69,672	78,820

Net Cash Flow



Cumulative Cash Flow



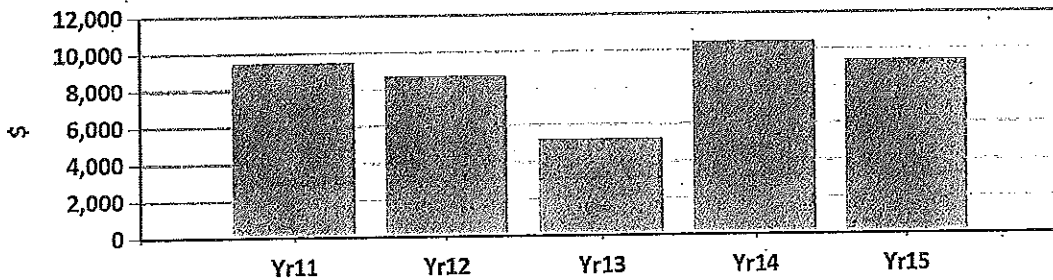


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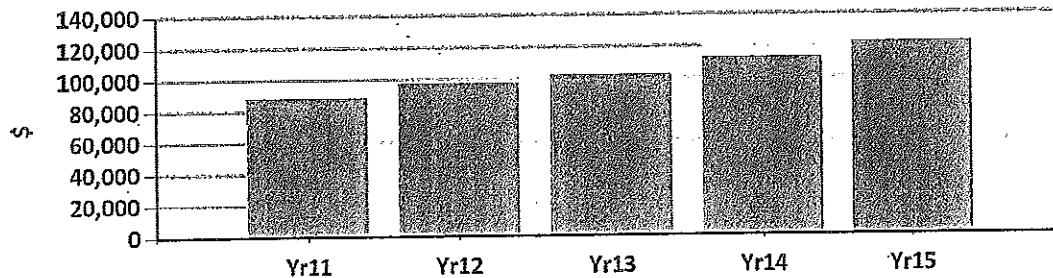
15 Year Cash Flow Analysis (\$)

	Yr11	Yr12	Yr13	Yr14	Yr15	Total
Product Costs	-	-	-	-	-	32,010
Installation Services	-	-	-	-	-	7,601
Incentives	-	-	-	-	-	17,747
Energy Savings	8,710	8,710	8,710	8,710	8,710	130,648
Maintenance Savings	784	30	(3,491)	1,767	698	13,373
Net Cash Flow	9,494	8,740	5,219	10,477	9,408	122,158
Cumulative Cash Flow	88,314	97,054	102,273	112,750	122,158	122,158

Net Cash Flow



Cumulative Cash Flow



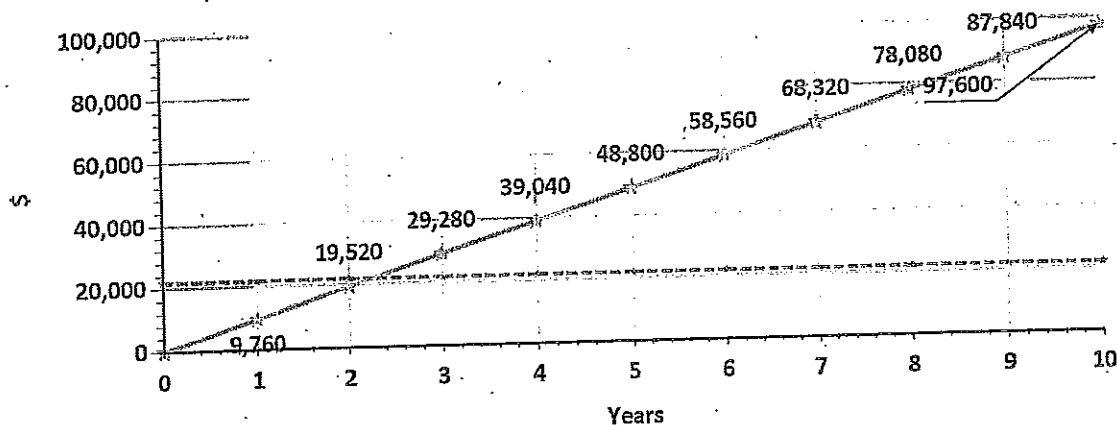


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Cost of Waiting

Cost of Waiting

Monthly (\$)	Yearly (\$)	5 Years (\$)	10 Years (\$)	15 Years (\$)	20 Years (\$)
813	9,760	48,800	97,600	146,400	195,200



Cost of Waiting Net Project Cost : 21,863



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Energy Usages and Costs

Annual Energy Usage Reduction

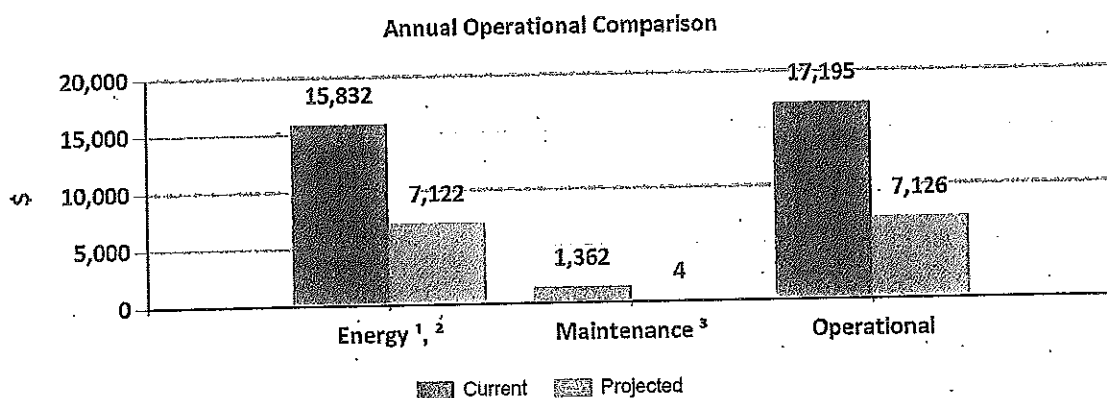
Current Usage (kWh)	Projected Usage (kWh)	Reduction (kWh)	Reduction (%)
158,322	71,224	87,098	55



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Operational Overview

Annual Operational Savings Comparison



1. Energy cost (\$) = 0.1000/kWh; Annual energy cost escalation (%) = 0.00
2. Energy costs are averaged over 10 year analysis period.
3. Maintenance costs are averaged over 10 year analysis period



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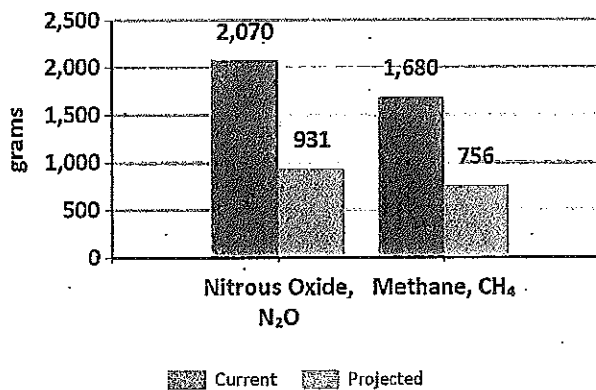
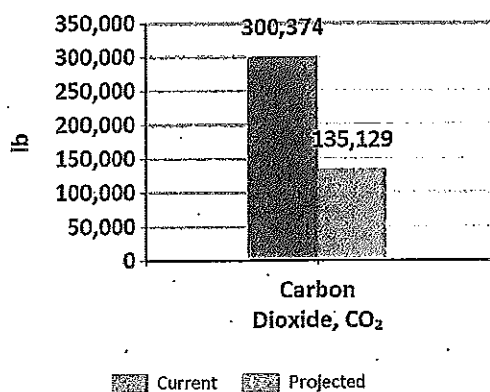
Environmental Impact

Greenhouse Gas Analysis

Greenhouse Gas Comparisons

Greenhouse Gas	Current ¹	Projected ¹	Avoided	Environmental Effect
Carbon Dioxide, CO ₂	300,374	135,129	165,245	Greenhouse Gas, Global Warming
Nitrous Oxide, N ₂ O	2,070	931	1,139	Acid Rain, Global Warming
Methane, CH ₄	1,680	756	924	Greenhouse Gas, Global Warming

1. Average emission rates per kWh are based on EPA estimates for MO





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Upgrade Analysis

Fixture Replacement by Space

Area	Space	Existing Fixture	Qty	Proposed Fixture	Qty	Scheduled Hours
Exterior	Pole Lights	200w Mercury Vapor	2	RT Series-75W-LED-Retrofit Kit-7100Lm-3000K	2	4,380
Exterior	Wallpack	100w Mercury Vapor	4	RT Series-45W-LED-Retrofit Kit-3500Lm-3000K	4	4,380
Interior	Big Gym	400w Metal Halide	24	Series A 200W LED Highbay 17000Lm 100-277vac DLC	24	3,859
Interior	Fitness	400w Metal Halide	16	Series A 200W LED Highbay 17000Lm 100-277vac DLC	16	8,760
Interior	Gym	400w Metal Halide	16	Series A 200W LED Highbay 17000Lm 100-277vac DLC	16	3,859
Total(s)			62		62	

Component Upgrade by Space

Area	Space	Existing Fixture	Qty	Proposed Upgrade	Qty	Scheduled Hours
Interior	2 Pin CFL Mini Cans	26w 2 pin CFL	5	Lamps: 1 14 Watt 6" Downlight Retrofit 650lm 120vac Dimmable Ballasts: 0	5 0	3,859
Interior	4 Pin CFL Cans	42w 4 pin CFL	32	Lamps: 1 20 Watt 8" Downlight Retrofit 1400lm 120-277vac Dimm Ballasts: 0	32 0	3,859
Interior	Big Gym	4ft, 2 Lamp, F32 T8 Wrap	2	Lamps: 2 18 Watt T8 4ft Tube 1890Lm Internal Driver 100-277vac Frosted Ballasts: 0	4 0	3,859



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Interior	Closet	2x4, 4 Lamp, F32 T8 Prismatic	1	Lamps: 4 18 Watt T8 4ft 4 Tube 1890Lm Internal 0 Driver 100-277vac Frosted Ballasts: 0	3,859
Interior	Concession	2x4, 4 Lamp, F32 T8 Prismatic	2	Lamps: 4 18 Watt T8 4ft 8 Tube 1890Lm Internal 0 Driver 100-277vac Frosted Ballasts: 0	3,859
Interior	Dance Room	2x4, 4 Lamp, F32 T8 Prismatic	12	Lamps: 4 18 Watt T8 4ft 48 Tube 1890Lm Internal 0 Driver 100-277vac Frosted Ballasts: 0	3,859
Interior	Hall	2x4, 4 Lamp, F32 T8 Prismatic	2	Lamps: 4 18 Watt T8 4ft 8 Tube 1890Lm Internal 0 Driver 100-277vac Frosted Ballasts: 0	3,859
Interior	JC Office	2x4, 4 Lamp, F32 T8 Prismatic	1	Lamps: 4 18 Watt T8 4ft 4 Tube 1890Lm Internal 0 Driver 100-277vac Frosted Ballasts: 0	3,859
Interior	JC Office	60w A19 Incandescent	1	Lamps: 1 12 Watt BR30 1 700lm 120vac Dimm 0 2700k, 4000k, 5000k Ballasts: 0	3,859
Interior	Kid Venture	2x4, 4 Lamp, F32 T8 Prismatic	4	Lamps: 4 18 Watt T8 4ft 16 Tube 1890Lm Internal 0 Driver 100-277vac Frosted Ballasts: 0	3,859
Interior	Mens Restroom	2FT, F17 T8 2 Lamp Strip	1	Lamps: 2 10 Watt T8 2ft 2 Tube 1005Lm Internal 0 Drive 100-277vac Frosted DLC Ballasts: 0	3,859
Interior	Mens Restroom	2x2, 2 Lamp U Tube F32 Prismatic	5	Lamps: 2 18 Watt T8 10 UTube 2ft Internal 0 Driver 1680Lm 100- 277vac Dimm DLC Ballasts: 0	3,859



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Interior	Mens Restroom	3ft, F25 T8 2 Lamp Strip	1	Lamps: 2 18 Watt T8 4ft 2 Tube 1890Lm Internal 0 Driver 100-277vac Frosted Ballasts: 0	3,859
Interior	Mens Restroom	4ft, 2 Lamp, F32 T8 Wrap	1	Lamps: 2 18 Watt T8 4ft 2 Tube 1890Lm Internal 0 Driver 100-277vac Frosted Ballasts: 0	3,859
Interior	Mens Restroom	65w BR30 Incandescent	2	Lamps: 1 12 Watt BR30 2 700lm 120vac Dimm 0 2700k, 4000k, 5000k Ballasts: 0	3,859
Interior	Office	2x4, 4 Lamp, F32 T8 Prismatic	2	Lamps: 4 18 Watt T8 4ft 8 Tube 1890Lm Internal 0 Driver 100-277vac Frosted Ballasts: 0	3,859
Total Fixtures:			74	Total Lamps:	156
				Total Ballasts:	0



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Bill of Materials

Products

Luminaire Replacement

Part Number	Short Description	Qty	Cost (\$)	Extended (\$)
SYN-GI-RT-75-CRM	RT Series-75W-LED-Retrofit Kit- 7100Lm-3000K	2	239.69	479.38
SYN-HBL200W277	Series A 200W LED Highbay 17000Lm 100-277vac DLC	56	450.00	25,200.00
SYN-GI-RT-45-CRM	RT Series-45W-LED-Retrofit Kit- 3500Lm-3000K	4	168.42	673.68
Total(s)				26,353.06

Component Upgrade

Part Number	Short Description	Qty	Cost (\$)	Extended (\$)
SYN-1337020257	20 Watt 8" Downlight Retrofit 1400lm 120-277vac Dimm	32	67.14	2,148.48
SYN-1310010268	10 Watt T8 2ft Tube 1005Lm Internal Drive 100-277vac Frosted DLC	2	20.00	40.00
SYN-1310018268	18 Watt T8 4ft Tube 1890Lm Internal Driver 100-277vac Frosted	104	24.44	2,541.76
SYN-1327014158	14 Watt 6" Downlight Retrofit 650lm 120vac Dimmable	5	31.50	157.50
SYN-2118012158	12 Watt BR30 700lm 120vac Dimm 2700k, 4000k, 5000k	3	15.00	45.00
SYN-1122018258	18 Watt T8 UTube 2ft Internal Driver 1680Lm 100-277vac Dimm DLC	10	27.54	275.40
Total(s)				5,208.14

There is no data to be presented for Additional Items.



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Hazelwood, 63042
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Additional Cost

Description	Cost (\$)
Recycle	454.00
Lift	650.00
Labor	5,962.73
Shipping	534.00
Misc Materials	448.47
Total(s)	8,049.20

Municipal Lease Finance Quote

Many thanks for the opportunity to quote your new project for your lighting project with:

Synergy Energy, LLC. Mr. Robert Henebry

Let me summarize this quote and the assumptions I've made to issue it:

Assumptions:

Lessee: Willard Parks & Recreation Department
Equipment: Lighting retrofit per Synergy quote
Vendor: Synergy Energy, LLC.
Equipment Cost: \$22,000.00
Form: Tax Exempt Financing Agreement; _____ Form;
Pre-Payable at Any Time; Cancelable for Non-Appropriation;
and, \$0.00 End of Term Purchase Option.

You may select any of the following terms:

Project Cost:	\$ 22,000.00	
Mode:	Monthly	Advance
Term in Years	Payment	
2	\$999.31	
3	\$679.12	
4	\$519.41	
5	\$423.29	

All our municipal financings have the following features:

- No voter requirement according to State Law
- The financing may be prepaid at any time

Note:

All quotes and rates are subject to change with prevailing market conditions and are contingent upon the credit approval of the Lessee. This quote does not constitute an approval of any transaction. First payment are due at signing.

Ross Reida
VP National Accounts
(503) 807-2141

MUNICIPAL LEASE APPLICATION

Legal Name of Lessee: _____
Address: _____ State: _____ Zip: _____
City: _____ Title: _____
Contact Person: _____ Fax: _____
Phone: _____ @ _____
E-mail: _____

Date municipal entity was established: _____ Federal Tax I.D. #: _____

Total Cost of Equipment: _____
Down Payment: _____
Trade-In: _____
Amount to Finance: _____

Term: _____ (Years)
Anticipated Delivery Date: _____
Payment Mode: Mo. _____ Qty. _____ Semi _____ Annual
_____ Advance _____ Arrears

Is the Equipment replacing existing "like" Equipment: Yes ☐ No ☐

Equipment is _____ New _____ Used

Please describe the equipment being financed and attach a vendor brochure or provide a vendor web site: _____

Please describe in detail why the equipment and the essential use it will provide: _____

The Agency has used the current Equipment for _____ years, and the reason for purchasing the new Equipment is _____

From which fund will the rental payments be made from: General or Special (Please Specify): _____

The appropriations for this project have been: Submitted _____ Approved _____

Have you ever been in Default or Non-Appropriated on a Municipal Lease: Yes ☐ No ☐

Will you borrow more _____ or less _____ than \$30,000,000 in total new borrowing during this calendar year?

Person **signing** documents is _____ Title: _____

Person **authorizing signatory** to execute documents is: _____ Their Title is:

Clerk

Secretary of the Board

President of the Board

Other _____

Please include a copy of your latest completed balance sheet and income statement along with this application

Completed By: _____ Title: _____

Qualified municipal organizations, under IRS Section 103, may acquire equipment they need to operate their business. Cities, counties, school districts, townships, villages, special purpose districts, utilities, police and fire departments, hospitals and healthcare, and other governmental entities can qualify for municipal benefits including lower tax-exempt interest rates and non-appropriations.

During the lease term, the municipality holds the title to the lease equipment while the lessor maintains the security interest. This process makes the lease "tax exempt" because the interest income is tax exempt to the lessor, which allows us to develop a monthly payment with a lower interest cost.

A non-appropriations clause allows a municipality to terminate a lease agreement during the current appropriation period without further lease obligation or penalty because the lessee is unable to obtain funding for future payment obligations on the lease. However, most leases contain a best efforts requirement where the lessee must use its best efforts to obtain the necessary appropriation for the lease payments and cannot purchase or lease similar equipment through other means.

Frequently Asked Questions - Tax-Exempt Municipal Leasing

1. What is a tax-exempt lease?

A tax-exempt lease or lease-purchase agreement is an installment purchase, conditional sale or lease with an option to purchase for nominal value. It may also be referred to as a municipal lease.

2. Who qualifies for tax-exempt financing?

The issuer of a tax-exempt obligation, including a tax-exempt lease, must be a State or possession of the U.S., the District of Columbia, or a political subdivision thereof. Political subdivisions include cities, towns, counties and other municipalities. They may include other state entities such as school districts, special purpose districts (fire, parks, utility, water, etc.), hospitals, agencies, authorities, boards and commissions.

Not-for-profit organizations created under Section 501 (c) (3) of the Internal Revenue Code do not qualify directly as issuers of tax-exempt obligations but may be eligible with a sponsoring governmental unit. Not-for-profit organizations benefiting from tax-exempt leasing include:

- Health Care (Hospitals, Clinics, Nursing Homes, Life Care Centers)
- Education (Colleges and Universities, Preparatory Schools)
- Museums
- Research Centers
- Public Buildings

3. What are some of the benefits of tax-exempt leasing?

The benefits of a tax-exempt lease include:

- Preservation of capital dollars for other projects for which leasing is not an option
- Preservation debt limitations does not create long-term debt on the entity's books
- Enables improvement of cash flow
- Incorporates flexible structuring to meet budget needs
- Low rates resulting from tax-exempt basis
- Offers an alternative financing option without voter approval
- Provides project financing (including soft costs)
- Spreads out the cost of an asset over the useful life of that asset or project.

4. What can be financed on a tax-exempt basis?

Tax-exempt financing is typically utilized for equipment acquisitions. It may also be used for other capital expenditures, e.g., purchasing property, implementing of a specific project, or expanding existing facilities. Both personal property and real property can be leased. This includes personal property such as:

- Lighting, HVAC, Controls
- Telecommunications Systems
- Computers
- Vehicles
- Energy Management Systems
- Recreational Equipment
- Emergency Services Equipment
- Medical Equipment
- Software
- Modular Buildings

and real property such as:

- Schools
- Courthouses
- Correctional Facilities
- Central Offices
- Recreational Facilities
- Environmental Facilities.

Equipment may include:

- Hardware
- Installation
- Training
- Infrastructure wiring

- Maintenance
- Video & multimedia equipment
- Software applications
-

5. How are tax-exempt leases structured?

Tax-exempt leases are structured as a series of one-year renewable obligations that are subject to the governmental entities ability to appropriate funds for the continuation of lease payments. Payments constitute a current expense of the lessee and, in the event that sufficient funds are not available for payment, the agreement is terminated and the equipment is delivered to the lessor.

6. What is a non-appropriation clause?

A non-appropriation clause enables the lessee to terminate the lease agreement at the end of the current appropriation period without further obligation or penalty. This may be done only in cases where the lessee was unable to obtain funding for future payment obligations on the lease. Typically, the clause will contain a 'best efforts' requirement whereby the lessee must use its best efforts to obtain the necessary appropriation for the lease payments. The non-appropriation clause enables the lessee to account for the lease obligation as a current expense instead of debt.

7. What is a non-substitution clause?

A non-substitution clause maintains that if a lease is terminated for non-appropriation, the lessee may not replace the leased equipment with equipment that performs the same or similar functions.

8. Who owns the equipment under a tax-exempt lease?

Title may either be retained by the lessor until all payments have been received or may be granted to the lessee at lease inception. In this case, the obligation is secured by a 'perfected' first security lien on the equipment. In most cases it is preferable to pass title up front to avoid any potential tax issues.

9. Who is responsible for maintenance, insurance, property tax and other operating expenses?

A tax-exempt lease is a 'net lease,' which means that the lessee is responsible for these types of expenses. However, the lessee may contract with the equipment supplier to provide maintenance and other services. These costs may be included in the financing.

10. What is the maximum finance term?

The term of the lease may not exceed 120% of the average reasonable expected economic useful life of the property or project being financed.

11. How is tax-exempt lease financing arranged?

Tax-exempt financing is typically arranged by means of a formal bid process.

12. What factors should be considered in deciding when to use a tax-exempt lease?

For any asset acquisition decision, the principal financial objective is to obtain the use of the asset for the lowest possible total cost, as measured over the period the asset is to be used. Other factors affecting the selection of a financing option which should be considered by a governmental entity include:

- Availability of cash at the time of procurement;
- Competing demands on capital resources;
- Essentiality of the asset to the basic functions of the entity;
- Useful life of the asset;
- Desirability of matching costs and benefits over time
- Ability to improve bargaining positions with vendors; and
- Political attitudes toward debt financing.



Willard Parks
15 January 2015

Prepared Exclusively For:

Proposed By:

Willard MO

Robert Henebry
 Operation Manager
 Synergy Energy LLC
 314-561-4352

Willard, MO

Roberth@synergyenergyllc.com

Financing Proposal Summary

Total Project Investment:	\$39,610	Lease Term:	48 Months
Incentive and Rebates:	\$17,747	Documentation Fee:	\$200
Financed Investment:	\$21,863	Monthly Lease Payment:	\$540

Estimated Monthly Cashflows

	Yr1	Yr2	Yr3	Yr4	Yr5	Yr6	Yr7	Yr8	Yr9	Yr10
Avg. Monthly Savings	\$852	\$916	\$820	\$1,021	\$729	\$858	\$736	\$891	\$803	\$762
Monthly Lease Payment	\$540	\$540	\$540	\$540						
Avg. Monthly Cashflow	\$312	\$376	\$280	\$481	\$729	\$858	\$736	\$891	\$803	\$762

Estimated Operating Savings for a 10 Year Analysis Period (Inclusive of Financing)-

Total Operating Savings	\$74,766	Average Annual Operating Savings	\$7,477
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This quotation and the amounts contained herein are subject to credit approval and equipment review. All calculations and lease payments contained herein are estimates and are subject to change based upon credit review, equipment review and changing market conditions. Estimated monthly payments are based upon a \$1.00 purchase option lease.

Credit Application for Tip Capital

Please email or fax this application to Ross Reida: Email: RReida@tipcapital.com, Fax: 248-593-3901, Phone: 360-882-2500

Company Information

Full Legal Name				Tax Identification Number	
Billing Street Address				Main Phone Number	
City	County	State	Zip	Fax Number	
Nature of Business			Business Type State or Local Government	Years in Business	
Contact			Email	Phone Number	

Principal/Partner/Officer

Name				Social Security Number	
Home Address				Phone Number	
City	County	State	Zip	Email	
Signature (by signing, you authorize us to investigate your credit)					
Name				Social Security Number	
Home Address				Phone Number	
City	County	State	Zip	Email	
Signature (by signing, you authorize us to investigate your credit)					

Equipment Information

Vendor Name Synergy Energy LLC		Contact Name Robert Henebry	Phone Number
Estimated Equipment Cost \$21,863.40	Estimated Lease Payment \$539.81	Lease Term 48 Months	Lease Type One Dollar Buy Out

Bank Reference

Name				Account Number	
Address				Contact Name	
City	County	State	Zip	Phone Number	

ECOA Notification and Authorization and Certification

ECOA Notification: If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact Credit Disclosure Administrator, Tip Capital 40950 Woodward Avenue, Suite 201, Bloomfield Hills, MI 48304, phone 360-882-2500, within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the FTC, Equal Credit Opportunity, Washington, DC 20580.

Authorization and Certification: By signing below, you certify that (i) all statements contained in this application are true and correct and (ii) you are applying for credit for a business purpose, and not for personal, family, or household purposes. You authorize us or our assignees to obtain further information regarding you or your business including personal credit reports.

Signature

Date

Printed Name

Title



AGENDA ITEM # 5

Ordinance accepting TEAP funding from MoDOT for profiling, evaluation and traffic counts on the Miller Road Corridor. (1st Read).

Discussion/Vote.

This ordinance is sponsored by the Director of Development and the City Administrator.

BILL NO. _____

ORDINANCE NO. _____

FIRST READING _____

SECOND READING _____

AN ORDINANCE

AN ORDINANCE approving the Missouri Highways and Transportation Commission Traffic Engineering Assistance Program Agreement.

WHEREAS, the City of Willard, Missouri requested assistance from the Federal Highway Administration, Department of Transportation to assist the City in funding for traffic engineering activities within the city limits of Willard; and

WHEREAS, Missouri Highways and Transportation Commission is administering funding from the Federal Highway Administration for such a study.

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

Section 1: That the Mayor, on behalf of the City of Willard, Missouri, is hereby authorized to execute an agreement with the Missouri Highways and Transportation Commission; to obtain and receive funds for traffic engineering studies to be conducted within the city limits of the City of Willard, Missouri. A copy of said Agreement is attached to this Ordinance and incorporated herein by reference as Exhibit "1".

Section 2: This ordinance shall be in full force and effect from and after the date of its passage by the Board of Alderman and approved by the Mayor.

READ TWO (2) TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE ____ DAY OF _____, 2015.

Approved as to form: _____
Ken Reynolds, City Attorney

MEMBERS OF THE BOARD OF ALDERMEN:
First (1st) Reading

YES

NO

DAVID ROGGENSEES

DAVID LARIMORE

BRADLEY MOWELL

MICHAEL BARR

MEREDITH REAVES

DON LEE

MEMBERS OF THE BOARD OF ALDERMEN:
Second (2nd) Reading

DAVID ROGGENSEES

DAVID LARIMORE

BRADLEY MOWELL

MICHAEL BARR

MEREDITH REAVES

DON LEE

YES

NO

Attested by:

Dale Duvall, City Clerk

Approved by:

Wendell Forshee, Mayor

CCO Form: FS25
Approved: 12/14 (MWH)
Revised:
Modified:

CFDA Number: CFDA #20.600
CFDA Title: Traffic Engineering Assistance Program
Award name/number: TEAP-5944(801)
Award Year: 2015
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRAFFIC ENGINEERING ASSISTANCE PROGRAM AGREEMENT**

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

WITNESSETH:

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

(1) PURPOSE: The United States Congress has authorized, in 23 U.S.C. 402, Planning and Research funds to be used for Traffic Engineering Assistance Program activities. The purpose of this Agreement is to grant the use of such Traffic Engineering Assistance Program funds to the City.

(2) LOCATION: The Traffic Engineering Assistance Program funds which are the subject of this Agreement are for the project at the following location:

Profile and geometric evaluation, including traffic counts of the Miller Road Corridor in the City of Willard, as illustrated in Exhibit A – Location of Project.

The Location of Project shall be attached as Exhibit A and incorporated by reference into this Agreement.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City. The City may not be eligible for future Traffic Engineering Assistance Program Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

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

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

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

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the (City/County/Grantee) and the Commission.

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

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the (City/County/Grantee) agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

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

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

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(11) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or

words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(14) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government, the Commission and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80% percent not to exceed \$4,720.00. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(15) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(16) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(17) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a

permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(18) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Traffic Engineering Assistance Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(19) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(20) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

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

(22) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(23) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(24) OMB AUDIT: If the City expend(s) five hundred thousand dollars (\$500,000) or more in a year in federal financial assistance it is required to have an

independent annual audit conducted in accordance with OMB Circular A-133. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of OMB Circular A-133, if the City expend(s) less than five hundred thousand dollars (\$500,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(25) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The (City/County/Grantee) shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

[Remainder of Page Intentionally Left Blank]

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

Executed by the City this ____ day of _____, 2015.

Executed by the Commission this ____ day of _____, 2015.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF WILLARD

Title _____

ATTEST:

Secretary to the Commission

Approved as to Form:

Commission Counsel

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

Title _____

Ordinance No _____

Exhibit A - Location of Project

EXHIBIT B

PLACEHOLDER FOR
CITY ORDINANCE
AUTHORIZING EXECUTION OF THIS AGREEMENT
BY SPECIFIC PUBLIC OFFICERS

[DRAFTER'S NOTE: PLEASE INSERT ACTUAL EXHIBIT
IN LIEU OF THIS PLACEHOLDER PAGE, AND THEN DELETE THIS PAGE]



AGENDA ITEM #6

Ordinance accepting the contract agreement with Great River Associates to provide Engineering Services for Intersection Improvements at Hughes Rd. and 160 Hwy. (1st Read).

Discussion/Vote.

This ordinance is sponsored by the Director of Development and the City Administrator.

BILL NO. _____

ORDINANCE NO. _____

FIRST READING _____

SECOND READING _____

AN ORDINANCE

AN ORDINANCE approving the agreement between the City of Willard and Great River Associates, Inc.

WHEREAS, the City of Willard has accepted the Federal Highway Administration, Department of Transportation funds in order to conduct traffic engineering activities within the city limits of Willard; and

WHEREAS, the City of Willard has contracted with Great River Associates, Inc. to provide traffic engineering studies and advice within the city limits of Willard; and

WHEREAS, the City of Willard will benefit from the traffic studies conducted by Great River Associates, Inc.

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

Section 1: That the City Administrator, on behalf of the City of Willard, Missouri, is hereby authorized to execute an agreement with Great River Associates, Inc. to perform traffic studies and other engineering services as listed in the Contract marked Exhibit "1", attached hereto and incorporated by reference.

Section 2: This ordinance shall be in full force and effect from and after the date of its passage by the Board of Alderman and approved by the Mayor.

READ TWO (2) TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE ____ DAY OF _____, 2015.

Approved as to form: _____
Ken Reynolds, City Attorney

MEMBERS OF THE BOARD OF ALDERMEN:
First (1st) Reading

YES

NO

DAVID ROGGENSEES

DAVID LARIMORE

BRADLEY MOWELL

MICHAEL BARR

MEREDITH REAVES

DON LEE

MEMBERS OF THE BOARD OF ALDERMEN:
Second (2nd) Reading

YES

NO

DAVID ROGGENSEES

DAVID LARIMORE

BRADLEY MOWELL

MICHAEL BARR

MEREDITH REAVES

DON LEE

Attested by:

Approved by:

Dale Duvall, City Clerk

Wendell Forshee, Mayor

SPONSOR: City of Willard, Missouri
LOCATION: Hughes Road and Route 160 Intersection
PROJECT: WI 1501

THIS CONTRACT is between the *City of Willard, Missouri*, hereinafter referred to as the "Local Agency", and Great River Associates, Inc, 2826 S. Ingram Mill Road hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its Surface Transportation Program), coordinated through the Missouri Department of Transportation, the Local Agency intends to make improvements to the intersection of Hughes Road and Route 160, and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

Refer to Attachment A for Scope of Services for this Project.

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 0 % of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

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

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

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

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

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

ARTICLE V - PERIOD OF SERVICE

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

- A. PS&E Submittal for Approval by MODOT shall be completed on or before September 30, 2015.

This date shall be based upon receiving the Notice to Proceed from the LPA by December 31, 2014. If the Notice to Proceed is issued after said date, appropriate extension shall be granted upon Consultant request.

- B. Construction Phase shall be completed 60 days after construction final completion schedule.

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

ARTICLE VI – STANDARDS

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

ARTICLE VII - COMPENSATION

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

- A. For design services, including work through the construction authorization stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$ 6,672.22, with a ceiling established for said design services in the amount of \$ 59,330.91, which amount shall not be exceeded.
- B. NA. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$ 0 with a ceiling established for said inspection services in the amount of \$ 0 which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
 - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 - 2. An amount estimated at 46.00% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
 - 3. An amount estimated at 91.00% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect

costs in accordance with sound accounting principles and business practice, plus

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

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall

have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

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

Sub-Consultant Name	Address	Services
Palmerton & Parrish, Inc.	4168 W. Kearney St. Springfield, MO 65803	Geotechnical soil testing/core drilling/testing Pavement design

The following services shall not be covered by this agreement and will require the execution of a supplemental agreement with the use of a Sub-Consultant: Additional Archaeological studies (cultural resource investigations, etc...), wetlands assessment studies, endangered species studies, and any services related to the purchase of Right-Of-Way.

ARTICLE X - PROFESSIONAL ENDORSEMENT

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

ARTICLE XI - RETENTION OF RECORDS

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

ARTICLE XII - OWNERSHIP OF DOCUMENTS

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

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
 - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.

2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

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

ARTICLE XV - SUCCESSORS AND ASSIGNS

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

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VII of the Civil Rights Act of 1964 and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

ARTICLE XVIII - NONDISCRIMINATION

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

ARTICLE XIX – LOBBY CERTIFICATION

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

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
 - 1. Commercial General Liability: \$100,000 per person up to \$1,000,000 per occurrence;
 - 2. Automobile Liability: \$100,000 per person up to \$1,000,000 per occurrence;
 - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
 - 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

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

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Breakdown of Overhead Rates

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

Attachment E - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Lower Tier Covered Transactions.

Attachment F – DBE Contract Provisions- NA

Attachment G – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this 3rd day of December, 2014.

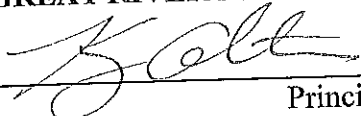
Executed by the City this day of , 201 .

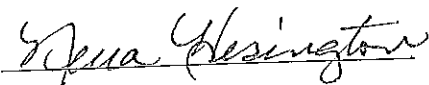
FOR: CITY OF WILLARD, MISSOURI

BY: _____
J. Mitchell – City Administrator

ATTEST: _____
City Clerk

FOR: GREAT RIVER ASSOCIATES, INC.

BY: 
Principal -Title

ATTEST: 

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

CITY ACCOUNTING OFFICER
CITY CLERK -

ATTACHMENT A

Scope of Services

A. DESIGN PHASE - The Engineer will:

1. determine the needs of the Local Agency for the project;
2. conduct topographic, property and utility surveys sufficient to develop plans for the project;
3. arrange for subsurface investigations if necessary,
4. conduct traffic studies, prepare alternative designs and cost estimates, develop preliminary plans, and recommend to the Local Agency the best overall general design based on these studies;
5. prepare detailed construction plans, cost estimates, specifications and related documents as necessary for the purpose of soliciting bids for constructing the project. Provision will be made in the contract documents for that portion of the work that will be performed by Local Agency's forces;
6. secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans, and assist the Local Agency in acquiring the right-of-way deeds needed for the project; if deemed necessary, arrange to have Right-of-Way appraisals and purchase negotiations with land owner conducted on a subcontract/supplemental agreement basis.
7. ensure compliance with water quality requirements by coordinating with the Missouri Department of Natural Resources and the U.S. Army Corps of Engineers and also insure compliance with the requirements of the Federal Emergency Management Agency (FEMA); and if deemed necessary, arrange to have the site examined by a qualified professional to determine wetlands impact on a subcontract/supplemental agreement basis;
8. ensure compliance with historic preservation requirements through coordination with the Missouri Department of Natural Resources, and complete a phase I Cultural Resource Assessment, MOA and HAER Documentation if a phase II Cultural Resource Assessment is deemed necessary, arrange to have the site examined by a qualified archaeologist on a subcontract/supplemental basis; if deemed necessary;
9. ensure compliance with all regulations in regards to noise abatement and air quality, if necessary, including testing for the presence of lead and asbestos; and

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

B. BIDDING PHASE -

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

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

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

by others on a subcontract basis. Independent assurance samples and tests will be performed by MoDOT personnel and such sampling and testing is excluded from the work to be performed by the Engineer under this contract;

8. maintain progress diary and other project records, measure and document quantities, and prepare monthly estimates for payments due the Contractor;
9. be present during critical construction operations, including but not limited to the following:
 - a. structure layout;
 - b. excavation and backfilling;
 - c. driving of piles;
 - d. checking of reinforcing steel prior to concrete placement;
 - e. concrete batching and pouring;
 - f. placement of girders; and
 - g. placement of surfacing materials; and
10. participate in final inspection, provide the Local Agency with project documentation (diaries, test results, certifications, etc.), and provide as-built plans for the Local Agency's records.

**Attachment B
Summary of Estimated Costs
Engineering Services**

Willard, Missouri Federal Project ID: WI 1501. Hughes Road Intersection

Engineering Services		Hours	Rate	Cost
Design Phase Services				
Preliminary Design				
Surveyor		120	\$ 28.00	\$ 3,360.00
Engineer		120	\$ 31.00	\$ 3,720.00
Drafting Technician		240	\$ 24.00	\$ 5,760.00
Sub-Total for Preliminary Design Services		480		\$ 12,840.00
Direct Overhead		46%		\$ 5,923.09
General & Administrative		91%		\$ 11,666.42
Sub-Total for Preliminary Design Services (including Overhead)				\$ 30,429.52
Final Design and Right-Of-Way				
Surveyor		40	\$ 28.00	\$ 1,120.00
Engineer		90	\$ 31.00	\$ 2,790.00
Drafting Technician		140	\$ 24.00	\$ 3,360.00
Sub-Total for Final Design and ROW		270		\$ 7,270.00
Direct Overhead		46%		\$ 3,353.05
General & Administrative		91%		\$ 6,605.52
Sub-Total for Final Design and ROW (including Overhead)				\$ 17,229.17
Fixed Fee	14.00%			\$ 6,672.22
Other				
Phase I Cultural Resource Assessment - Non-DBE				\$ -
Geo-Technical Engineering Sub-Consultant				\$ 5,000.00
DBE Participation Percentage		6.43%		
Total for Design Phase Services				\$ 59,330.91
Construction Administration Phase Services				
Bidding Phase				
Engineer		0	\$ 31.00	\$ -
Clerical		0	\$ 24.00	\$ -
Sub-Total for Bidding Services		0		\$ -
Direct Overhead		46%		\$ -
General & Administrative		91%		\$ -
Sub-Total for Bidding Services (including Overhead)				\$ -
Construction Administration Phase				
Engineer		0	\$ 31.00	\$ -
Technician		0	\$ 24.00	\$ -
Sub-Total for Construction Administration Phase		0		\$ -
Direct Overhead		46%		\$ -
General & Administrative		91%		\$ -
Sub-Total for Construction Administration (including Overhead)				\$ -
Fixed Fee	14.00%			\$ -
Total for Construction Administration Phase Services				\$ -
Maximum Contract Amount				\$ 59,330.91
DBE Participation Percentage		0.00%		
Other Direct Cost to be covered by Supplemental Agreement/Sub-Contractor basis as needed.				
Services related to Right-Of-Way Appraisals and Purchase				
Phase II Cultural Resource Assessment				
MOA or HAER Documentation				
Wetlands or Endangered Species Specialist Services				

ATTACHMENT "C"

Great River Associates, Inc.
Statement of Direct Labor, Fringe Benefits, and General Overhead
Year Ended December 31, 2012

Description	Productive Salaries			Total Proposed
	Total Per Records	Adjustments	Reference	
Productive Salaries	\$874,407		A	\$874,407
Totals	\$874,407	\$0		\$874,407

Description	Fringe Benefits			Total Proposed	Rate
	Total Per Records	Adjustments	Reference		
Payroll Taxes	\$127,808			\$127,808	
Insurance - Health and Dental	\$160,977			\$160,977	
Insurance - Life	\$5,218	(\$4,904)	B	\$314	
Insurance - Work Comp	\$8,437			\$8,437	
Retirement Plan	\$3,636			\$3,636	
Bereavement	\$701			\$701	
Vacation	\$47,555			\$47,555	
Holiday	\$31,502			\$31,502	
Sick Leave	\$22,455			\$22,455	
Totals	\$408,289	(\$4,004)		\$403,385	46.13%

Description	General and Administrative			Total Proposed	Rate
	Total Per Records	Adjustments	Reference		
Advertising - General	\$7,207	(\$5,849)	C,D	\$1,358	
Amortization Expense	\$3,238	(\$3,238)		\$0	
Bank Service Charges	\$16,640	(\$14,461)		\$2,159	
Business Meals & Entertainment	\$14,380	(\$8,628)	E	\$5,752	
Business Travel	\$6,387			\$6,387	
Computer & Software Expense	\$7,214			\$7,214	
Contributions	\$1,706	(\$1,706)	F	\$0	
Cost of Ownership - Ingram Mill	\$0	\$67,126	G	\$67,126	
Depreciation Expense	\$68,207			\$68,207	
Dues and Subscriptions	\$8,275	(\$1,185)	H	\$7,090	
Employee drug testing	\$790			\$790	
Equipment rental	\$8,735			\$8,735	
Indirect labor	\$350,930			\$350,930	
Inspection Supplies	\$326			\$326	
Insurance - Automobile	\$8,778			\$8,778	
Insurance - General Liability	\$843			\$843	
Insurance - Professional Liability	\$27,185			\$27,185	
Interest and Penalties	\$34,256	(\$34,256)	J	\$0	
Library	\$118			\$118	
Licenses	\$2,731			\$2,731	
Office supplies	\$17,671			\$17,671	
Payroll expense	\$630			\$630	
Permits	\$600			\$600	
Postage and Delivery	\$6,090			\$6,090	
Printing and Reproduction	\$12,946			\$12,946	
Professional Development	\$7,384			\$7,384	
Professional Fees	\$28,135	(\$18,426)	K,L	\$8,709	
Recording fees	\$1,808			\$1,808	
Rent	\$150,362	(\$150,000)	G	\$362	
Repairs and maintenance	\$23,492			\$23,492	
Security	\$325			\$325	
Software Renewal/Leasing	\$15,878			\$15,878	
Subcontract	\$168,432	(\$156,864)	C	\$11,568	
Survey supplies	\$2,645			\$2,645	
Taxes	\$13,110			\$13,110	
Telephone	\$32,365			\$32,365	
Uniforms	\$482			\$482	
Utilities	\$18,699			\$18,699	
Vehicle Expense	\$60,578	(\$7,424)	M	\$53,154	
Totals	\$1,130,377	(\$335,930)		\$794,447	90.86%

ATTACHMENT "C"

Description	Summary			Total Proposed	Rate
	Total Per Records	Adjustments	Reference		
Grand Total	\$1,538,666	(\$340,834)		\$1,197,832	
Direct Labor Base	\$874,407	\$0		\$874,407	
Totals	\$2,413,073	-\$340,834		\$2,072,239	136.08%

ATTACHMENT D

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

INSTRUCTIONS FOR CERTIFICATION

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

from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.

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

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

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

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

ATTACHMENT E

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

Attachment F
Disadvantage Business Enterprise Contract Provisions

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

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

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

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

- A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.
- B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.
- C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.
- D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.
- E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).
- F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.
- G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.
- H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.
- I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that the following good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

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

Firm Name (Consultant): Great River Associates, Inc.

Project Owner (LPA): City of Willard

Project Name: Hughes Road and Route 160 Intersection Improvements

Project Number: WI 1501

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

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

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

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

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

LPA

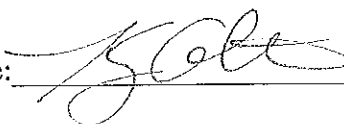
Printed Name: J. Mitchell

Signature: _____

Date: _____

Consultant

Printed Name: King Coltrane, P.E.

Signature: 

Date: 1-16-15



AGENDA ITEM #7

Ordinance declaring an emergency to enter into a contract with Ozark Applicators for repairs to the Meadows water tower. (1st and 2nd Read).

Discussion/Vote.

This ordinance is sponsored by the Public Works Director and the City Administrator.

BILL NO. _____

ORDINANCE NO. _____

FIRST READING _____

SECOND READING _____

AN ORDINANCE

AN ORDINANCE declaring an emergency authorizing the City of Willard to enter into a contract with Ozark Applicators, LLC for the repair of the City of Willard's water tower.

WHEREAS, A water tower owned and operated by the City of Willard had suffered a leak; and

WHEREAS, homes provided water service from this water tower was suffering from interrupted service; and

WHEREAS, there was an immediate need to enter into a contract with Ozark Applicators, LLC for the repair of said water tower to allow the uninterrupted flow of potable water to the customers.

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

Section 1: That the Mayor, on behalf of the City of Willard, Missouri, is hereby authorized to execute the agreement with Ozark Applicators, LLC. to remedy all defects associated with the leak at its water facility. A copy of said Contract is attached hereto and incorporated by reference as Exhibit "1".

Section 2: This ordinance shall be in full force and effect from and after the date of its passage by the Board of Alderman and approved by the Mayor.

READ TWO (2) TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE ____ DAY OF _____, 2015.

Approved as to form: _____
Ken Reynolds, City Attorney

MEMBERS OF THE BOARD OF ALDERMEN:
First (1st) Reading

YES

NO

DAVID ROGGENSEES

DAVID LARIMORE

BRADLEY MOWELL

MICHAEL BARR

MEREDITH REAVES

DON LEE

MEMBERS OF THE BOARD OF ALDERMEN:
Second (2nd) Reading

YES

NO

DAVID ROGGENSEES

DAVID LARIMORE

BRADLEY MOWELL

MICHAEL BARR

MEREDITH REAVES

DON LEE

Attested by:

Dale Duvall, City Clerk

Approved by:

Wendell Forshee, Mayor



CONTRACT

This agreement, made this ____ day of January, 2015, by and between City of Willard, MO, Hereinafter referred to as the Owner, and Ozark Applicators, LLC, Hereinafter referred to as the Contractor.

For the consideration hereinafter named, the said Contractor covenants and agrees with the Owner as follows: To furnish labor and material for the repairs listed below on the 500,000 Gallon Spheroid Water Facility located in Willard, MO. This work will be done according to the specifications and to the full satisfaction of said Owner.

First: The Contractor agrees to furnish labor and equipment to perform all work necessary to complete the following: Send a welding crew to set up and repair the leak on the fill pipe of the 500,000 gallon spheroid. This price includes, milage, setup, and up to 7 hours of welding time. Should the welding repair exceed 7 hours the hourly crew rate is \$375.00 an hour.

Second: The Contractor shall pay for Prevailing Wage as mandated by the Law of the State in which the work is complete, or Federal Wages which ever is higher. The Contractor shall pay all Workman's Compensation, Liability Insurance, and all other necessary insurance, as required by the Owner, or by the State in which this work is performed.

Third: The Contractor agrees to promptly begin said work as soon as Owner and Contractor have agreed on starting date.

Fourth: The Contractor shall pay all sales taxes, old age benefits, and unemployment compensation taxes upon the labor and material furnished under this contract as required by the Owner or by the State in which this work is performed.

Fifth: No extra work or changes under this contract will be recognized or paid for unless agreed to in writing before the work is done or the changes made.

Sixth: The Contractor shall not assign this contract without first obtaining permission in writing from the Owner. There will not be any sub-contractors used by Ozark Applicators, LLC, on this project. The work will be completed by our employees that are covered by our Insurance.

Seventh: This work does not include any hazardous material removal or disposal.

Eighth: The Owner will furnish water and electric to the site at no cost to the Contractor.

Ninth: The Contractor will supply the City an insurance certificate verifying insurance.

Tenth: The Contractor will provide a One Year Warranty on Workmanship.

Eleventh: The Owner will furnish to the Contractor a sales tax exempt form for use on this project.

IN CONSIDERATION WHEREOF, the said Owner agrees that he will pay to the said Contractor, said amounts to be paid as follows:

The amount of \$3,000.00 dollars will be paid to the Contractor once the project is completed; this payment is expected within fifteen days of final acceptance of the project.

The Owner and the Contractor for themselves, their successors' executors, administrators, and assigns, hereby agree to the full performance of the covenants of this agreement.

IN WITNESS WHEREOF, they have executed this agreement the day and date written above.

Ozark Applicators, LLC
Contractor

By: _____

Megan Weeks

Date: _____

1-9-15

Witness: _____

Liz Arz

City of Willard
Owner

By: _____

Date: _____

Witness: _____



AGENDA ITEM #8

Discussion of Street Banners.

This item is presented by the Public Works Director.



AGENDA ITEM #9

Discussion/Vote of Fitness Center Bid Specifications.

This item is sponsored by the Community Services Director and the City Administrator.

Willard Recreation Center Fitness Bid Specs

Equipment

- The equipment listed on the attached sheet is required, but not limited to. All equipment must be no older than five years.

Customer Service Requirements

- Twenty-four Hour Access.
- Staffing of facilities must equal thirty hours per week, at the minimum.

Rent and other utilities

- Lease Payment Schedule
 1. Year 1: \$21,000 rent.
 2. Year 2: \$21,000 rent.
 3. Year 3: \$22,500 rent.
 4. 1 Year extension option: \$23,750.
 5. 1 Year extension option: \$25,000.

Utilities

- Up to \$3,000 annually based on % of space to whole building.
 1. 1,700 + or - square feet of space.

Cable/TV

- Lessee must pay for own TV/Dish/Cable *(If utilized)*.

Cardio	Strength
3 Treadmills	1 Enclosed Squat Rack
1 High Incline Treadmills	1 Smith Machine
4 Elliptical type	1 Preacher Curl
1 Row machine	1 Back Extension Bench
1 Upright Stationary Bike	4 Roll Away Bench
	1 Decline Bench
Miscellaneous	1 Olympic Straight Bar 45lbs
1 Plyo box Set	1 Short Bar
5 Jump Ropes (Speed)	1 EZ curl Bar
5 Jump Ropes (Heavy)	1 Diamond Bar
2 Large Exercise (thera) Balls	1 Rectangle Bar
1 Bosu Ball	16 45lb Olympic plates
1 Set Medicine Balls (6 Weights)	8 35lb Olympic Plate
1 Set Slam Balls (10, 15, 20, 25lb)	8 25lb Olympic Plates
1 Scale (body weight)	8 10lb Olympic Plates
1 Dip Belt	8 5lb Olympic Plates
2 Foam Rollers	8 2.5lb Olympic Plates
1 Set Miscellaneous Thera Bands	1 Set Dumbbells 5lb-100lb
	1 Dumbbell Rack
	1 Barbell Holder
	6 Barbell Safety Collars
	2 5lb Kettle Bells
	2 10lb Kettle Bells
	2 15lb Kettle Bells
	2 20lb Kettle Bells
	2 25lb Kettle Bells
	2 30lb Kettle Bells
	1 35lb Kettle Bells
	1 40lb Kettle Bells
	1 45lb Kettle Bells
	1 50lb Kettle Bells

8 Stack Multi Function Jungle Gym (with 1 different setups to maximize use)



AGENDA ITEM # 10

Discussion of Utility Billing Informational Flyers.

This item is presented by the City Administrator.

UTILITY FACT SHEET
CITY OF WILLARD, MO

WATER RATES

As of 2015 both residential and commercial water rates remain at \$12.00 (this constitutes the minimum monthly bill) for the first 1,000 gallons of water; this minimum monthly cost has not changed since 2011. In addition to the above minimum there is a charge of \$2.25 for every 1,000 gallons used (or portion thereof) thereafter. This charge was increased from \$2.00 per 1,000 gallon used in 2014. Effective January 2015 an additional surcharge of ten (10) percent was placed on the above water rates of those users who do not pay taxes to the City due to the ever increasing cost to the City to both maintain and improve the system in those rural areas.

SEWER RATES

As of 2015 each residential user pays a base rate of \$22.63 per month plus \$5.05 per thousand gallons (or portion thereof) of average usage. On June 11, 2012, the City of Willard Board of Aldermen repealed a six (6) year sewer rate increase schedule that had been in place since 2010. The Board of Aldermen did find it necessary to approve the implementation of rate increases however such increases were "less than projected" in the previous plan. For example, in 2012 the base rate for sewer was \$27.19 compared to the present day base rate of \$22.63; the per 1,000 gallon use rate in 2012 was \$5.52 compared to the current \$5.05. The same holds true for business and commercial sewer rates which are \$28.94 base rate (compared to \$30.80 in 2012) and \$5.05 per 1,000 gallon use (compared to \$5.52 in 2012). Effective January 2015 the additional surcharge of ten (10) percent will also be placed on sewer rates of those users who do not pay taxes to the City for the same reasons as cited earlier.

For new residential customers the initial monthly sewer average is calculated based on the number of occupants (1,500 gallons per adult/1,000 gallons per child), until April of the calendar year. At that time, the system automatically recalculates the sewer average. For those established customers the monthly sewer bill is based on the average water usage for the months of January, February and March (these months were selected because they do not reflect seasonal activities that could cause a substantial increase in a customers' water usage such as lawn and garden watering, filling a swimming pool, etc.).

The average water usage is then re-calculated every April for residential users, establishing a new sewer average which remains unchanged until the next April when it will again be re-calculated. For commercial and business users each user pays their base rate and per 1,000 gallon use rate based upon actual usage. Such a user shall be calculated on a monthly basis equal to the actual water usage.

ADDITIONAL WATER/SEWER CHARGES

1. PRIMACY FEE: Every residential user of the water system utilizing a 5/8" to a 1" meter shall pay a \$3.00 fee to provide the funding for water testing as required under Missouri law. This fee is billed every July.
2. SEWER CONNECT FEE: Every January the City of Willard is required by the State of Missouri to collect a small sewer connection fee (\$0.70) which is submitted to the state and deposited into the "Natural Resources Protection Fund" which was created for the purpose of protecting the air, water and land resources of the state.
3. SALES TAX: The City of Willard also collects sales tax for the sale of water as required by law. The location of the water meter serves as the point of sale and the tax rate will be established using that location. For those tax exempt organizations, provision must be made to the City with a tax exempt letter when activating service.

IMPACTS OF THE WASTEWATER CONTRACT WITH SPRINGFIELD, MO

On January 24, 1986 the City of Willard entered into a contract with Springfield to have that city receive, convey and treat in its system wastewater received from Willard. In 2012 the City of Springfield entered into an agreement with the Missouri Department of Natural Resources whereby Springfield would invest \$50 million into their wastewater system. This resulted in a prescribed set of rate increases (estimated at this time to result in a total of \$23.19 between 2015 and 2025) which directly impacts on the City of Willard. In calendar year 2014 a total of \$642,667.09 was billed to the City of Willard by Springfield; of that total thirty (30) percent was disallowed as a "Processing Allowance" (this resulted in a net savings to the City of Willard totaling \$187,569.74) in order for the City of Willard to address some of its own wastewater issues. In October 2014 the City reached an agreement with Springfield to increase this "Processing Allowance" by another 9.7 percent resulting in an additional \$15,836.87 in savings to the City of Willard during calendar year 2014.

In addition to the above, future anticipated increases imposed upon the City of Willard by Springfield could result in the City of Willard giving serious consideration to a rate increase in order to ensure that sufficient funds are retained locally in order to continue to operate and improve the City's wastewater system.

UTILITY PAYMENT OPTIONS
CITY OF WILLARD, MO

The City of Willard has made available a number of convenient payment options to its utility services; these options include the following:

1. IN PERSON: City Hall, 224 W. Jackson, Monday through Friday 8:00 a.m. to 5:00 p.m.
2. ON-LINE: www.cityofwillard.org (see additional information below).
3. BY MAIL: P.O. Box 187, Willard, MO 65781.
4. DROP BOX: located just south of the City Hall doors, located at 224 W. Jackson.
5. BANK PAY: provides automatic withdrawal from an individuals' checking account each month. Persons interested should sign up at City Hall with a voided check.

Payment options include cash, check, credit card and money orders.

In order to set up an on-line bill pay account the following information would be needed: a current City of Willard utility bill, a personal email account (unable to use a business email account) and a credit card (i.e. Visa, Mastercard, etc.).

STEPS:

- GO TO: www.cityofwillard.org
- CLICK ON: Utility Payment (located at the top of the page)
- REGISTER: to create your account enter email address and then confirm email address and create or enter a password. This individual password must be six (6) characters at a minimum and may be alpha, numeric and/or symbol punctuation. This password is case sensitive and utilizing both lowercase and capital letters is recommended. Type the security image shown.
- CLICK ON: Next.
- ACCOUNT NUMBER: Enter individual's Customer Account Number which is located on the utility bill (if this information is not available please contact the City Hall Utility Department staff at (417) 742-3033.
- IMPORTANT: Type the address with ALL CAPITAL LETTERS with no punctuation. No City, State or Zip Code is required. When property address is entered, it must be exactly as it appears on the utility bill.

To make a payment once the on-line account has been created please follow these simple steps:

- GO TO: www.cityofwillard.org
- CLICK ON: Utility Payment.
- ENTER: email address and password.
- CLICK ON: Log In.

Upon completion of the above, the program will go to the individual account page where the Pay Bill option is selected and then proceed with making the payment.

IMPORTANT NOTE: Payment may take up to forty-eight (48) hours to post to the individual utility account; payment is NOT considered received until it has posted to the individual account.



City of Willard

EMPLOYEE POLICY MANUAL

Adopted _____

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I. INTRODUCTION

Thank you for choosing to work with the City of Willard. The City of Willard hopes that every employee will find their employment with the City of Willard a rewarding experience. The City of Willard staff is dedicated to providing outstanding public service to the citizens of this City. As employees of the City, every person will be expected to contribute their talents and energies to further improve the environment and quality of Willard. The City considers the employees of Willard to be one of the municipality's most valuable resources.

This manual has been written to serve as the guide for the employer/employee relationship. There are several things to keep in mind about this manual. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if an employee has any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to the employee, they should address any specific questions to the Human Resource Department or their Supervisor. The procedures, practices, policies and benefits described here may be modified or discontinued from time to time. The City will try to inform all employees of any changes as they occur, but it is the employee's responsibility to remain current concerning any updates to the City's policies and procedures. Some subjects described in this manual are covered in detail in official policy documents. Refer to these documents for specific information because this manual only briefly summarizes those guidelines and benefits.

II. OVERVIEW

This informational handbook contains policies and procedures for the City of Willard employees as they exist on the date of its printing and shall be followed in the administration of City Policies in personnel matters. It is the duty of all City employees, including Supervisors, Department Heads, City Officials, the City Administrator and the Mayor to fairly administer and enforce these policies and all employees are expected to abide by and follow them. The provisions of the Employee Policy Manual apply to all employees of the City of Willard, regardless of the time of the creation of a position or the time of the appointment of the employee. In addition, the City of Willard has a separate Police Department Personnel Policy Manual. All employees and officers of the Police Department are required to familiarize themselves with the Police Department Personnel Policy which contains additional information, policies and procedures which apply to their employment. In the event there is any conflict between the guidelines in this Employee Manual and any Departmental Policies or Procedures, the Employee Manual will prevail and take precedence.

This booklet has been prepared to inform current and future employees about the City of Willard and its current policies, procedures, rules and regulations. The guidelines may be changed by the City of Willard at any time. Changes will apply to all current and future employees. No statement or promise by a Supervisor or Department Head, past or present, may be interpreted as a change in policy or practice, nor will such statements constitute an agreement of any kind with any employee regarding the City of Willard's policies, procedures or any other matter.

Should any provision in this Employee Manual be found to be unenforceable and invalid, such finding does not invalidate the entire Employee Manual, but only that particular provision.

This Employee Manual replaces and supersedes any and all other previous City of Willard employee informational manuals and handbooks.

III. VOLUNTARY AT-WILL EMPLOYMENT

Unless an employee has a written employment agreement with the City of Willard, which provides differently, all employment at the City of Willard is "at-will" and is governed by Missouri statutes. That means that employees may be terminated from employment with the City of Willard with or without cause and employees are free to leave the employment of the City of Willard with or without cause. Any representation by any City of Willard officer or employee contrary to this policy is not binding upon the City of Willard unless it is in writing and is signed by the Mayor with the approval of the Board of Aldermen.

IV. EQUAL EMPLOYMENT OPPORTUNITY

The City of Willard provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran in accordance with applicable federal, state and local laws. The City of Willard complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

The City of Willard expressly prohibits any form of unlawful employee discrimination based on race, color, religion, gender, sexual orientation, national origin, age, genetic information, disability or veteran status. Improper interference with the ability of the City of Willard employees to perform their expected job duties is absolutely not tolerated. All employees should report any discrimination to the City Administrator. However, if the report involves the City Administrator, the employee may take their concerns to an Alderman or the Mayor. The employee may also request a closed meeting with the Board of Aldermen.

If the City of Willard determines that a violation of this policy has occurred, it will take appropriate disciplinary action against the offending party, which may include counseling, warnings, suspensions and/or termination. Employees who report, in good faith, violations of this policy and employees who cooperate with investigations into alleged violations of this policy will not be subject to retaliation. Upon completion of the investigation, the City of Willard will inform the employee who made the complaint of the results of the investigation.

V. POLICY AGAINST WORKPLACE HARASSMENT

The City of Willard has adopted a policy of "zero-tolerance" regarding unlawful employee harassment and is committed to providing a work environment free of harassment. The City of Willard's policy prohibits discrimination or harassment on the basis of sex, race, religion, color, national origin or ancestry, disability, age, military status or status in any group protected by federal, state or local law or any other basis protected by law.

It is the City of Willard's position that all employees have the right to work in an environment free from all forms of conduct, which may be considered discriminatory or harassing and that any harassment is a form of misconduct that undermines the integrity of the employment relationship. Improper interference with the ability of the City of Willard's employees to perform their expected job duties will not be tolerated. No employee, either male or female, should be subject to unsolicited and unwelcome inappropriate verbal, non-verbal, visual or physical conduct. All such prohibited harassment in violation of City policy is unlawful and will not be tolerated.

No manager, Supervisor, lead person, employee or other third party shall threaten or insinuate that another employee's or applicant's refusal to submit to sexual advances will adversely affect any aspect of that person's employment. Similarly, no employee shall promise, imply or grant any preferential treatment to another employee, applicant or other third party in exchange for engaging in sexual conduct. Harassment may also include, among other things, unwelcome propositions, flirtations and requests – whether expressed or implied – for sexual favors. The same holds true for any contractors, temporary agency employees, customers, guests and visitors on City premises or anyone with whom the City is conducting business.

Prohibited harassment includes unwelcome conduct of a verbal, non-verbal, visual or physical nature. Prohibited harassment includes, but is not limited to the following:

- Verbal statements such as graphic comments about an individual's body, skin color or ethnicity; degrading verbal abuse, threats, epithets, offensive jokes, derogatory comments or racial or sexual slurs;
- Nonverbal conduct such as suggestive or insulting noises, leering, whistling or obscene gestures;
- Visual conduct such as making sexual gestures or displaying sexually suggestive material such as derogatory posters, photographs, cartoons, drawings, pictures, objects, letters,

- notes, invitations, pictures or cartoons;
- Physical conduct such as assault, rape, unnecessary touching, unwanted touching or blocking another person's movement;
- Retaliation for reporting harassment or threatening to report harassment;
- Unwanted sexual advances or propositions;
- Offering employment benefits in exchange for sexual favors; and,
- Making or threatening reprisals after a negative response to sexual advances.

Examples of the types of conduct expressly prohibited by this policy include, but are not limited to, the following:

1. Unwelcome sexual advances, requests for sexual favors and all other verbal or physical conduct of a sexual or otherwise offensive nature, specifically where:
 - Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
 - Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
 - Such conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment.
2. Offensive comments, jokes, innuendos and other sexually oriented statements. Also included are the following:
 - Touching, such as rubbing or massaging someone's neck or shoulders, stroking someone's hair or brushing against another's body.
 - Sexually suggestive touching.
 - Grabbing, groping, kissing, fondling.
 - Violating someone's "personal space".
 - Lewd or suggestive whistling. Wolf whistles.
 - Lewd, off-color, sexually oriented comments or jokes.
 - Foul or obscene language.
 - Leering, staring, stalking.
 - Suggestive or sexually explicit posters, calendars, photographs, graffiti, cartoons on company property, clothing.
 - Unwanted or offensive letters or poems.
 - Sitting or gesturing sexually.
 - Offensive e-mail.
 - Sexually oriented or explicit remarks, including written or oral references to sexual conduct, gossip regarding one's sex life, body, sexual activities, deficiencies or prowess.
 - Questions about one's sex life or experiences.
 - Repeated requests for dates.
 - Sexual favors in return for employment rewards or threats if sexual favors are not provided.

- Any other conduct or behavior which is inappropriate.

Every City employee is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. All employees are responsible for respecting the rights of their coworkers.

If any employee believes they have been subjected to or have observed other employees being subjected to conduct which may constitute harassment, that individual should immediately report the offensive conduct directly to the City Administrator. In the case of a complaint against the City Administrator, the employee should immediately report the conduct to the Board of Aldermen.

All allegations of discrimination, harassment or retaliation will be taken seriously and will be thoroughly investigated as promptly and confidentially as reasonably possible. It is imperative that all parties involved in a complaint are aware of the need to maintain strict confidentiality while the complaint is being investigated and evaluated. After an investigation of the individual's complaint, the individual who complained of the harassment and the harasser will be advised of the results of the investigation.

If there is reasonable evidence substantiating that harassment has occurred, the City of Willard will take the necessary and appropriate remedial actions to prevent further harassment from occurring. An employee who, after an investigation, is determined to have engaged in any form of discrimination, harassment or retaliation is in violation of this guideline and will be subject to appropriate disciplinary action, up to and including immediate termination of employment.

Individuals shall be assured that there will be no retaliation against those who make a complaint with the reasonable belief that harassment has occurred. If an employee makes a report of what they, in good faith, believe to be harassment or retaliation, the employee will not be subject to disciplinary actions even if the employee turns out to have been mistaken.

Questions and concerns about the guideline on harassment, discrimination or the procedure for filing complaints should be addressed by contacting the City Administrator.

VI. SOLICITATION

The City of Willard prohibits the solicitation, distribution and posting of materials on or at City property by any employee, except as may be permitted by this policy. The sole exceptions to this policy are charitable and community activities supported by the City of Willard and City sponsored programs related to the City of Willard events and services.

Provisions:

- Employees may not solicit other employees during work hours, except in connection with a City-approved or sponsored event.
- Employees may not distribute literature of any kind during work hours or in any work area at any time, except in connection with a City-sponsored event.

The posting of materials or electronic announcements are permitted with approval from the City Administrator and/or the City Clerk. Violations of this policy should be reported to the City Administrator.

VII. HOURS OF WORK, ATTENDANCE AND PUNCTUALITY

A. Hours of Work

A work hour is any hour of the day that is worked and should be recorded to the nearest quarter of an hour. The workday is defined as the twenty-four (24) hour period starting at 12:00 a.m. and ending at 11:59 p.m. The workweek covers seven (7) consecutive days beginning on Sunday and ending on Saturday. The usual work week period is forty (40) hours.

The normal work week for the City of Willard City Hall shall consist of five (5), eight (8) hour days. Ordinarily, work hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday, including one (1) hour (unpaid) for lunch. Employees may request the opportunity to vary their work schedules (within employer defined limits) to better accommodate personal responsibilities. Subject to the City of Willard work assignments and the City Administrator's approval, the employee's Supervisor or Department Head shall determine the hours of employment that best suits the needs of the work to be done by the individual employee. Each Department may require different work schedules, but all Departments' normal work hours will be forty (40) hours per week.

B. Attendance and Punctuality

Attendance is a key factor in job performance. Punctuality and regular attendance are expected of all employees. Excessive absences (whether excused or unexcused), tardiness or leaving early is unacceptable. Absence for any reason or planning to arrive late or leave early, requires notification to your Supervisor, the Department Head or the City Administrator as far in advance as possible and no later than one (1) hour before the start of the scheduled work day. In the event of an emergency, notify your Supervisor, the Department Head or the City Administrator as soon as possible. For all absences extending longer than one (1) day, telephone your immediate Supervisor and inform them that the request for absence will be for more than one (1) day. When reporting an absence, indicate the nature of the problem causing the requested absence and the expected return to work date. A physician's statement may be required as proof of the need for any illness related absence regardless of the length of the absence. Except as provided in other policies, an employee who is absent from work for three (3) consecutive days without notification to their Supervisor, Department Head or the City Administrator will be

considered to have voluntarily terminated their employment. The employee's final paycheck will be mailed to the last mailing address on file with the City of Willard. Excessive absences, tardiness or leaving early will be grounds for discipline up to and including termination. Depending on the circumstances, including the employee's length of employment, the City of Willard may counsel employees prior to termination for excessive absences, tardiness or leaving early.

C. Overtime

Overtime pay, which is applicable only to non-exempt employees, is for any actual hours worked in excess of forty (40) hours in a work week. A Department Head may authorize overtime with the approval of the City Administrator. Overtime rate is one and one-half (1½) times the employee's straight time rate, except in instances involving a holiday, sick day, vacation day or other non working paid day, then the time will be the regular rate until actual worked hours have exceeded forty (40) hours. Payment of overtime will be provided in the pay period following the period in which it is earned.

D. Flextime

The purpose of flextime is to provide reasonable work hours for exempt City employees. Attached is the Flextime policy in the Appendix section.

VIII. EMPLOYMENT POLICIES, PRACTICES, AND DISCIPLINE

A. Pre-Employment Requirements

All full-time employees will be required to undergo a pre-employment drug screen before beginning work. Part-time or seasonal employees will undergo the drug screen only at the request of the Supervisor, Department Head or City Administrator.

B. Nepotism

If employees employed in the same department become related to each other after employment begins, it will be necessary for one (1) of those related employees to either terminate their employment or change to another department within the City organization if a position is available and the necessary qualifications are met. This policy is not to be made retroactive and will not affect employment relationships in existence prior to the passage of this policy.

C. Employment of Relatives

Applicants for any open position or vacancy shall not be hired if the applicant is related to any employee that is a Supervisor or Department Head within the same department. In this context, related shall mean or include: parent, child, spouse, common-law spouse, brother, sister,

grandparents, grandchildren, uncle, aunt, nephew or niece, cousins including step, half, foster or in-laws.

D. Dress Code

The dress code for each department shall be established by the City Administrator. The code shall be developed with all consideration for employee safety, citizen recognition, etc. This code shall be strictly enforced.

E. Oath

Every police officer of the city shall, before entering upon their duties, take the oath prescribed by law.

F. Political Activities

City employees shall not be coerced or choose to take part in political campaigns, to solicit votes, to contribute or to solicit funds or support, for the purpose of supporting or opposing the appointment or election of candidates for any office.

G. Residence

Employees of the City of Willard shall not be required to live within the city limits, unless required to do so by law, but they are encouraged to do so. This suggestion is intended to foster a greater interest in and concern for the welfare of the community on the part of the city employees.

H. Policies and Discipline

It shall be the duty of all City employees to comply with the personnel rules and regulations of the City. Employees who are found violating the City of Willard's rules and regulations will be subject to discipline, up to and including immediate termination of employment. All employees of the City of Willard are at-will and may be subject to immediate termination of employment with or without cause and with or without notice.

A Supervisor, Department Head, or the City Administrator may issue verbal warnings to employees for violations of City personnel rules, regulations or other misconduct. A Supervisor shall inform their Department Head of said warning and/or the Department Head shall inform the City Administrator of any warnings given to employees. In the event an employee's violation of City personnel rules, regulations or other misconduct requires a written warning, reprimand or discipline, the Department Head shall take the issue to the City Administrator for approval. Written documentation of employee counseling, warnings, reprimands or discipline shall be placed in an employee's personnel file with the consent and approval of the City Administrator. Disciplinary actions, other than verbal warnings, including all written warnings, reprimands, counseling, suspensions or demotions, shall be approved by the City Administrator.

The following are examples of violations which may result in discipline up to and including immediate termination of employment. This list is not intended to be a complete list of all types of conduct that may result in disciplinary action. The City of Willard may in its discretion determine other behaviors that are unacceptable.

1. Conviction of a felony or other crime involving moral turpitude;
2. Acts of incompetence, inadequate performance, inefficiency or negligence in the performance of duties;
3. Unauthorized absence, habitual absences or tardiness;
4. Acts of insubordination, intentional failure or refusal to carry out instructions or assignments;
5. Misappropriation, destruction, theft or conversion of City property;
6. Inappropriate behavior toward a citizen of the City.
7. Acts of misconduct while on duty;
8. Dishonesty;
9. Falsification of any information required by the City;
10. Failure to properly report accidents or personal injuries;
11. Neglect or carelessness resulting in damage to city property or equipment;
12. Repeated convictions during employment on misdemeanor and/or traffic charges;
and,
13. Introduction, possession or use on City property or in City equipment of intoxicating liquors or illegal controlled substances (drugs) or proceeding to or from work under the influence of liquor or an illegal controlled substance, including any violation of the City's Substance Abuse Policy.

Nothing in this section alters the employment at-will status.

I. Substance Abuse Policy

It is the policy of the City of Willard to provide safe, dependable and quality services to its citizens, to provide safe and healthy working conditions for its employees and to comply with the requirements of federal law and regulations related to the Drug Free Work Place Act of 1988 and the Omnibus Transportation Employee Testing Act of 1991.

It is the policy of the City of Willard to ensure that its employees are not impaired in their ability to perform assigned duties in a safe, productive and healthy manner. The City desires to create a work environment free from the adverse effect of alcohol and controlled substance abuse or misuse. Employees are strictly prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of controlled substances or alcohol while conducting any work on behalf of the City or on any City premises. Employees are also prohibited from the unauthorized possession of alcohol while on duty and are prohibited from the unauthorized possession or use of unauthorized controlled substances at any time, whether on or off duty. No employee shall use alcohol or non-prescribed drugs in the workplace or in operation of the City's motor vehicles or equipment.

This policy applies to all employees and/or applicants who apply for employment with the City of Willard. All employees, regardless of their date of hire, will be required by the City of Willard to comply with all sections of this policy including: pre-employment, post-accident, reasonable suspicion, return to work and follow-up testing for both alcohol and controlled substances. Further, as set forth herein, the City encourages employees to seek professional assistance when personal problems, including alcohol and controlled substance dependency, adversely affect their ability to perform assigned duties.

Any employee charged for illegal conduct related to alcohol or controlled substances, including a conviction of any crime occurring in the workplace or not in the work place, must notify the City Administrator within five (5) calendar days of any such conviction or charges. Failure to timely report any such conviction or charges will result in disciplinary action, up to and including termination of employment. Further, any employee whose job performance requires the possession of a valid driver's license and who subsequently loses their drivers license as a consequence of drug or alcohol related convictions, pleas or other legal means, shall be subject to disciplinary action, up to and including termination from employment. The employee shall notify the City Administrator of the loss of their driver's license immediately after revocation or temporary suspension of their license. Failure to notify the City Administrator of the loss of the driver's license shall result in disciplinary action, up to and including termination of employment.

Any employee who is using a prescribed or authorized controlled substance which may inhibit or impair the employee's performance shall provide written notice to the City Administrator of such use upon returning to work and prior to engaging in any work related activity.

As a condition of employment, both present and future employees shall be subject to alcohol and controlled substances testing including the following types of tests: pre-employment testing, random testing, reasonable suspicion testing, post-accident testing, return-to-work testing and follow-up testing. Tests shall be conducted by a facility certified and approved by the City of Willard.

An employee who fails a test or who fails to submit to a test under this policy may be discharged by the City for misconduct connected to work.

1) Pre-Employment Testing

Pre-employment urine drug testing shall be required of all applicants for all positions as a condition of employment, regardless of the status of the position. Receipt of satisfactory test results is required prior to commencement of employment. A positive alcohol or controlled substance test result disqualifies an applicant from eligibility for employment for a period of at least two (2) years. Applicants must submit to a pre-employment urine drug test within twenty-four (24) hours of being ordered to test. Failure to submit to testing or failure to submit in a timely manner will result in the withdrawal of the City's conditional offer of employment. The applicant will be disqualified from further consideration for a period of two (2) years. Applicants who fail to test or who fail to submit in a timely manner for a second (2nd) time will be permanently disqualified for consideration for employment with the City of Willard. Any deviation from this practice must be documented and approved in writing by the City Administrator.

2) Reasonable Suspicion Testing

Reasonable suspicion testing applies to all City of Willard employees regardless of their status or position. Reasonable suspicion testing shall be used to determine fitness for duty evaluations, including appropriate urine and/or breath testing when there are objective observable reasons to believe that alcohol or controlled substance use is adversely affecting an employee's job performance or that the employee has violated this policy. Reasonable suspicion referrals for testing shall be made on the basis of documented objective facts and circumstances consistent with the effects of substance use. Reasonable suspicion observations and reports may be made by the Supervisor or Department Head. The observing Supervisor or Department Head, regardless of the direct reporting relationship with the affected employee, is required to complete the appropriate required documentation concurrently with the observation and consideration to impose reasonable suspicion testing.

All employees may be subject to testing following any type of accident during work hours if reasonable suspicion is determined, regardless of whether the accident meets the guidelines as noted under the post-accident provisions of this policy. A Supervisor or Department Head, who fails to report an observation of reasonable suspicion of an employee, may be subject to disciplinary action up to and including termination.

Reasonable suspicion testing shall be required and completed whenever possible within two (2) hours of the observation, but in any case, no later than eight (8) hours after

the observation for breath alcohol testing and thirty-two (32) hours for controlled substance testing. An employee who is ordered to submit to a reasonable suspicion drug test shall be transported to the testing site by City personnel.

3) Random Testing. Random testing is applicable to all employees. Random testing shall be conducted at the direction of the City Administrator. An employee who is notified to submit to a random drug test must report immediately to the collection site. No delay in reporting is acceptable. An employee who is ordered to submit and does not report to the collection site, without delay, must document circumstances causing the delay to be tested.

4) Post Accident Testing. Post accident testing is applicable to any employee involved in an accident or in which the employee injures the person or property of another during work hours.

5) Return to Work or Follow up Testing. Return to work or follow up testing may be required at the direction of the City Administrator.

J. Rehabilitation Effort

Employees are encouraged to seek help with alcohol or chemical dependency problems voluntarily through a provider of their choice. Employees will not be disciplined for seeking assistance, if assistance is sought voluntarily.

Rehabilitation assistance, due to a positive alcohol or controlled substance test, may only be granted to an employee one (1) time while employed by the City of Willard. Failure to complete the rehabilitation evaluation and any subsequent treatment plan and/or comply with the provisions of this policy will result in termination of employment.

The following items must be completed for a rehabilitation process to be successful and complete:

1. The employee shall agree to be evaluated by a rehabilitation professional acceptable to the City of Willard and shall successfully complete the rehabilitation treatment plan established for the employee by such; and
2. The employee shall agree to refrain from any violation of this policy and the use of alcohol and/or controlled substances as is consistent with the treatment plan for rehabilitation and this policy; and
3. The employee shall provide a release of all medical records for use and review by the City of Willard, specifically relating to the rehabilitation treatment plan for assistance and compliance; and

4. The employee shall agree to submit to testing when returning to work, which will demonstrate that the employee has tested negative for alcohol and/or controlled substance test standards; and
5. The employee shall agree to unannounced follow-up testing for a period of time as determined by the City Administrator or their designee subsequent to the employee's return to work and consistent with this policy; and
6. The employee will continue to be a participant of the random drug testing pool and ordered to submit to a random drug test as outlined in this policy; and
7. The employee shall agree that any future alcohol or controlled substance violations will result in the termination of employment.

Violation of this policy will be considered misconduct connected to work and will result in disciplinary action, up to and including termination of employment.

IX. POSITION DESCRIPTION AND SALARY ADMINISTRATION

A. Employment Classification.

1. Employer. The City of Willard is the employer of all full-time, part-time and temporary employees. An employee is hired, provided compensation and applicable benefits, and has their work directed and evaluated by their Supervisor, Department Head or the City Administrator.

2. Full-Time Employee. A Full Time Employee regularly works at least thirty (30) hours per week

3. Part-Time Employee. A Part Time Employee regularly works less than thirty (30) hours per week.

4. Exempt Employee. An Exempt Employee is an employee who is paid on a salary basis and meets the qualifications for exemption from the overtime requirements of the Fair Labor Standards Act ("FLSA").

5. Non-Exempt Employee. A Non-Exempt Employee is an employee who is paid an hourly rate and does not meet the qualifications for exemption from the overtime requirements of the Fair Labor Standards Act ("FLSA"). For Non- Exempt Employees, an accurate record of hours worked must be maintained. The City of Willard will compensate non-exempt employees in accordance with applicable Federal and State statutes and regulations.

6. Temporary Employee. An individual employed, either on a full-time or part-time basis, for a specific period of time less than six (6) months. Temporary employees are entitled only to those benefits required by statute or as otherwise stated in the City of Willard Employee Manual.

7. Employee Probationary Period. Each new employee must serve a probationary period of one hundred eighty (180) days before they will be considered a regular employee. During the employee's probationary period, the employee's work habits, abilities, attitude, promptness and other pertinent characteristics will be observed and evaluated by their Supervisor, Department Head and other appropriate city officials. If the probationary employee fails to meet required standards of performance, they may be dismissed and will not be entitled to any hearing, grievance or other procedures set forth in this manual. During the probationary period, the new employee is not eligible for sick leave or vacation. Wages for designated holidays falling within the probationary period will be paid to probationary full time employees.

All employees are classified as Exempt or Non-Exempt in accordance with federal and state law and regulations. Each employee is notified at the time of hire of their specific compensation category and exempt or non-exempt status.

B. Payment of Wages

The City pays all employees bi-weekly on every other Friday following the end of the pay period. Payroll checks will be distributed by the Finance Department. If you think an error has been made in your paycheck, please bring the check immediately to the Chief Financial Officer/Financial Officer.

If the normal payday falls on a company recognized holiday, paychecks will be distributed one (1) workday before the aforementioned schedule.

It is City policy that an employee's paycheck will only be given personally to that employee or mailed to their home address unless a written request is submitted by the employee providing instructions on how the check will be submitted.

X. JOB PERFORMANCE EVALUATION

The work of each employee is reviewed on an on-going basis with the Supervisor to provide a systematic means of evaluating performance. The annual performance review is a formal opportunity for the Supervisor, Department Head or City Administrator and employee to exchange ideas that will strengthen their working relationship, review the past year and anticipate the City of Willard's needs in the coming year. The purpose of the review is to encourage the exchange of ideas in order to create positive change within the City of Willard. To that end, it is incumbent upon both parties to have an open and honest discussion concerning the employee's performance. It is further incumbent upon the Supervisor, Department Head or City Administrator to clearly communicate the needs of the City and what is expected of the employee in contributing to the success of the City of Willard for the coming year. Both Supervisor and employee shall attempt to arrive at an understanding regarding the objectives for the coming year. This having been done, both parties shall sign the performance review form, which will be kept as part of the employee's personnel record and used as a guide during the

course of the year to monitor employee progress relative to the agreed upon objectives. The City Administrator reviews the work of all Department Heads. Work reviews for other staff are the responsibility of the appropriate Supervisor or Department Head, subject to confirmation by the City Administrator.

Work performance evaluations shall be annual during the month of August or September and approved by the City Administrator. Employees may from time to time be furnished with a performance rating and evaluation slip to help them improve in their job and continued service with the City. A copy of all evaluations will be retained in the employee's personnel file.

XI. ECONOMIC BENEFITS AND INSURANCE

The City of Willard shall provide a competitive package of benefits to all eligible full-time employees. The following outline of available benefits is provided with the understanding that benefit plans may change from time to time. For eligibility requirements, refer to the Plan document for each benefit program. Continuation of any benefits after termination of employment will be solely at the employee's expense and only if permitted by policies and statutes. To be eligible for city paid benefits an employee must be classified as a "Full-Time" employee.

A. Health/Life Insurance

The City of Willard currently provides individual health and life insurance benefits to all eligible full-time employees. The City of Willard presently pays the individual insurance premium for all eligible employees. Eligible employees may elect to purchase additional health insurance for the employee's dependents or to participate in the Vision and Dental health plans offered by the City at the employee's expense through payroll deduction. The City of Willard may require employees to pay a portion of insurance premium in the future. Information about the City's health plans will be provided to the employee at the time of employment.

The insurance provided is effective after the first day of the month following the first full month of employment. Details and forms may be obtained from the Human Resources Department at the time of employment.

B. Social Security/Medicare/Medicaid

The City of Willard participates in the provisions of the Social Security, Medicare and Medicaid programs. Employees' contributions are deducted from each paycheck and the City contributes at the applicable wage base as established by federal law.

C. Workers' Compensation and Unemployment Insurance

The City of Willard carries workers compensation insurance coverage as required by law to protect employees who are injured on the job. This insurance provides medical, surgical and

hospital treatment in addition to loss of earnings from work-related injuries. If an employee should suffer an on-the-job injury or illness, regardless of how minor or severe, the following steps must be followed:

1. Notify their Department Head immediately. The Department Head shall then notify the City Administrator or in the absence of a City Administrator, the Mayor. If the Department Head is unavailable and/or City Hall is closed, any such injury must be reported directly to the City Administrator or in the absence of a City Administrator, the Mayor. If the injury is of a severity that the employee is unable to immediately report the same, such employee should, at the earliest opportunity, request a family member or friend to report the injury.

2. Employees in need of medical attention should go to a physician or medical facility which has been approved by the City's insurance carrier. Such approval should be obtained before any employee receives treatment unless the injury sustained is of such severity that immediate medical attention is required. Any employee receiving medical attention for any on-the-job injury may be subject to testing to determine the presence of alcohol, illegal or unauthorized controlled substances.

Unreported on-the-job injuries may place an employee in the position of losing any workers compensation benefits for which they might have been eligible. If any employee has any questions regarding the workers compensation program, please contact the Human Resources Department.

D. Retirement Plan

After an employee has been employed six (6) months with the City of Willard, the City shall enroll each full-time employee in the Missouri Local Government Employees Retirement System (LAGERS). At this time the employee shall pay four (4) percent of their gross wages into the account with the City paying the amount stipulated under the terms of the agreement with LAGERS. This is not an optional program. Enrollment in the program is a condition of employment for every full-time employee. If any employee has any questions regarding the retirement plan, please contact the Human Resources or Finance Department.

E. Uniforms

1. Police Department

Each officer of the Willard Police Department will receive a \$1,000.00 uniform allowance for the first year of employment. Each additional year they shall receive a \$650.00 uniform allowance issued once each year in January after showing proof of purchase. This allowance is to be used for dress uniforms and equipment required by the Department policy. A receipt will be required for all uniform purchases in order for the employee to be reimbursed.

Uniforms may be purchased at approved vendors under the City's name to be repaid by payroll deduction after the maximum allowance has been reached. Any deduction will be by the following schedule:

- \$100.00 or less will be deducted in one (1) pay period.
- \$101.00 to \$200.00 will be deducted a minimum of \$50.00 per pay period at a maximum of four (4) pay period deductions.
- \$201.00 or more will be deducted at a minimum of \$50.00 per pay period at a maximum of eight (8) pay periods.
- Maximum purchase through the City of Willard over and above the uniform allowance is \$500.00.

2. Public Works Department

Each employee of the City of Willard Public Works Department will receive a \$450.00 clothing and boot allowance to be used for pants, boots and winter wear. The clothing and boot allowance will be added once per year to the first payroll in January to each employee's paycheck. The uniform allowance paid to the Public Works will be taxed according to payroll tax deductions. No proof of purchase will be required.

The City will provide five (5) t-shirts per employee every summer plus uniform shirts (long sleeved and short sleeved) with one (1) jacket and vest. The uniform shirts, jacket and vest will be provided through a uniform company who will also launder these items weekly as returned by the employee. The employee is expected to report to work in clean, well mended attire that is appropriate for the work to be accomplished. If, in the opinion of the Supervisor, Department Head or City Administrator, the employee fails to comply with this expectation, appropriate disciplinary action shall be taken.

XII. LEAVE BENEFITS AND OTHER WORK POLICIES

A. Holidays

All full-time employees and appointed officers shall receive normal compensation for legal holidays and any other day or any part of a day during which the public offices of the city shall be closed by special proclamation by the Mayor with the approval of the Board of Aldermen. Designated holidays presently observed include:

1. New Year's Day - January 1
2. Martin Luther King Day
3. President's Day
4. Memorial Day - Last Monday in May

5. Independence Day - July 4
6. Labor Day - First Monday in September
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day + Friday following
10. Christmas Eve – Close at noon
11. Christmas Day - December 25
12. New Year's Eve – close at noon

An employee, who shall be required to work during a scheduled holiday, shall be entitled to receive and must take during each calendar year, a selected and scheduled day off to compensate the employee for the lost holiday. Any compensating day off not taken prior to the end of each calendar year shall be lost and shall not carry forward to the next year.

After an employee has successfully completed their probationary period, they will receive three (3) additional paid days off. The employee shall receive two (2) personal days and one (1) day for their birthday per calendar year. Prior to being used the days must be approved by their Department Head. These additional paid days off not taken prior to the end of the calendar year will be lost and will not carry forward to the next year.

B. Vacation

Employees and appointed officials who work full-time for the City of Willard shall receive vacation leave with accrued hours on the following basis:

<u>Length of Employment</u>	<u>Hours Accrued Per Pay Period</u>	<u>Maximum Accrued Vacation Per Year</u>
Zero (0) to One (1) Year	1.54 hours per pay period	One (1) week (40 hrs)
One (1) Year to Four (4) Years	3.08 hours per pay period	Two (2) weeks (80 hrs)
Five (5) Years to Eleven (11) Years	4.62 hours per pay period	Three (3) weeks (120 hrs)
Twelve (12) Years to Fourteen (14) Years	6.16 hours per pay period	Four (4) weeks (160 hrs)
Fifteen (15) Years or more	7.70 hours per pay period	Five (5) weeks (200 hrs)

All employees will be required to work no less than six (6) months and no longer be in the probation period prior to using vacation accrued. Vacation is accrued according to the schedule in this policy. Vacation can be used only after it is earned. Vacation leave will not be earned during an unpaid leave of absence.

Employees wishing to use earned vacation time shall submit their request to their Department Head or Supervisor for approval. Department Heads or appointed officials must have their vacation approved by the City Administrator. The "Hire Date" of each year is the anniversary date for accrued hours, except those employees that were employed prior to January 1, 2012 and then the anniversary date will be January 1st of each year.

Employees are expected to use vacation benefits in the fiscal year in which vacation is earned. Employees may carry over a maximum of two (2) weeks (80 hours) of unused vacation from one (1) year to the next. Vacation days are accrued per pay period and January 1st is the anniversary date for carry over hours to the next year. Holidays recognized by the City are not considered vacation time. If a designated holiday should fall within the time an employee is on vacation, it will not be deducted from vacation days earned.

Employees who have served their one (1) year continuous service and have taken part or none of their vacation days earned, upon termination of employment, will be paid for the vacation which will be pro-rated up to the time of termination.

C. Sick Leave

Employees and appointed officials of the municipality who work full-time for the City of Willard shall receive pay during unavoidable absences from work due to sickness or accident during any one (1) year on the following basis:

<u>Length of Employment</u>	<u>Hours Accrued Per Pay Period</u>	<u>Maximum Accrued Sick Time Per Year</u>
Zero (0) to One (1) Year	1.54 hours per pay period	One (1) week (40 hrs)
One (1) Year to Five (5) Years	3.08 hours per pay period	Two (2) weeks (80 hrs)
Six (6) Years to Nine (9) Years	4.62 hours per pay period	Three (3) weeks (120 hrs)
Ten (10) Years to Fourteen (14) Years	6.16 hours per pay period	Four (4) weeks (160 hrs)
Fifteen (15) Years or more	7.70 hours per pay period	Five (5) weeks (200 hrs)

All employees will be required to work no less than six (6) months and no longer be in the probation period prior to using sick leave accrued. Sick leave is accrued according to the schedule in this policy. Sick leave can be used only after it is earned. The "Hire Date" of each year is the anniversary date for accrued hours, except employees that were employed prior to

January 1, 2012 and then the anniversary date will be January 1st of each year. Sick leave will not be earned during an unpaid leave of absence.

Sick leave is earned by the hour and used by the hour. Where payment is due to such employees or officer under worker's compensation, the amount received by reason of worker's compensation shall be deducted from the allowance above provided for.

Employees shall be allowed to accumulate thirty five (35) working days or two hundred eighty (280) hours in sick leave, which may be carried over from one (1) year to the next. If a holiday should fall within the time the employee is absent on sick leave, it will not be deducted from their available number of sick leave days. Employees do not get paid for sick leave upon termination of employment.

An employee who is sick must call their immediate Supervisor as soon as possible if they are unable to work. If an employee fails to do so within four (4) hours after the beginning of the work day, they may be denied pay for the period of absence. If sick leave is more than three (3) days, the Department Head or City Administrator may require a doctor's certification; however, a certificate of verification may be required by a Supervisor, Department Head or City Administrator in any case.

D. Shared Care Leave

The Shared Care Leave Program is additional paid leave made available due to either a personal or immediate family member illness or injury which is considered life threatening or catastrophic. See attached for more information in the Appendix section.

E. Family and Medical Leave (FMLA)

Eligibility Requirements: Employees may be entitled to job-protected family or medical leaves of absence if the following conditions are met:

- Employee has worked for the City of Willard for the last twelve (12) months.
- Employee is currently employed by the City of Willard.
- During the last twelve (12) months of employment with the City of Willard the employee has worked at least twelve hundred and fifty hours (1,250) hours.

Types of Leave: Employee leaves of absence under the FMLA may include:

- The birth of a child, or the placement of a child with the employee for adoption or foster care;
- A serious health condition that makes the employee unable to perform the essential functions of their job; or

- A serious health condition affecting the employee's spouse, child or parent for which the employee is needed to provide care.

How and When to Request Leave: Except as explained below, an eligible employee has a right under the FMLA for up to twelve (12) weeks of unpaid leave in a twelve (12) month period for any of the reasons listed above. An eligible employee must provide timely and adequate notice of their need for FMLA-qualifying leave. To request leave, the employee must contact the City Administrator and then request the appropriate forms from the Human Resources Department. When the need for FMLA leave is foreseeable, such as with planned medical treatment or expected birth, the employee must provide at least thirty (30) days advance notice before FMLA leave is to begin. When an employee's need for FMLA is unforeseeable, the requisite notice must be provided as soon as practicable under the facts and circumstances. Said notice, when possible, should be in writing and should provide the City of Willard with enough information to determine whether the leave qualifies as family or medical leave. Failure to provide proper notice may result in delay or denial of leave.

Continuation of Benefits: An employee's health benefits, if any, will be maintained during any period of unpaid leave under the same conditions as if they continued to work. The employee will be reinstated to the same or equivalent job with the same pay, benefits and terms and conditions of employment upon return from FMLA leave.

Further, if the employee normally pays a portion of the premiums for their health insurance, these payments will continue during the period of FMLA leave. Arrangements for payment will be discussed with the employee. The employee will have a minimum thirty (30) day grace period in which to make premium payments. If payment is not made in a timely manner, the employee's group health insurance may be cancelled.

If an employee does not return to work following FMLA leave for a reason other than the continuation, recurrence or onset of a serious health condition which would entitle the employee to FMLA leave or other circumstances beyond the employee's control, the employee may be required to reimburse the City for its share of health insurance premiums paid on the employee's behalf during the FMLA leave.

Medical Certification Requirement: An employee's requested leave may be counted against the employee's annual FMLA leave entitlement. Further, the employee will be required to furnish medical certification if the leave is due to a serious health condition. Certifications of Health Care Provider forms are available from the Chief Financial Officer or Human Resource Department. Failure to provide the required certification may result in delay, denial or cancellation of leave. If the certification shows that the employee's absence does not qualify under the FMLA, the FMLA designation will be revoked retroactive to the first (1st) day of the leave. The City of Willard may require recertification during said leave.

Application of Accrued Paid Leave: Family and medical leave is generally unpaid leave. However, any accrued paid leave, including sick leave, vacation time or other leave, shall be applied to time off available under this section. Time off under worker's compensation or short-term disability will also be applied to a leave under this section.

Fit-for-Duty and Status Reports: The employee may be required to present a fit-for-duty certificate prior to being restored to employment. If such certification is required but not received, the employee's return to work may be delayed until the certification is provided. Further, while on leave, the employee may be required to furnish the City of Willard with periodic reports of the employee's status and intent to return to work. If the circumstances of the employee's leave change, and they are able to return to work earlier than the date indicated above, the employee may be required to notify the City Administrator at least two (2) weeks prior to the date the employee intends to report to work. The employee may be required to furnish recertification after a serious health condition.

F. Military Leave

The City of Willard is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is the City policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised their rights under applicable law or city policy. If any employee believes that they have been subjected to discrimination in violation of city policy, the employee should immediately contact the Human Resources Department.

Employees taking part in a variety of military duties are eligible for benefits under this policy. Such military duties include leaves of absence taken by members of the uniformed services, including Reservists and National Guard members, for training, periods of active military service and funeral honors duty, as well as time spent being examined to determine fitness to perform such service. Subject to certain exceptions under the applicable laws, these benefits are generally limited to five (5) years leave of absence.

Employees requesting leave for military duty should contact the City Administrator to request leave as soon as they are aware of the need for leave. For request forms and detailed information on eligibility, employee rights while on leave and job restoration upon completion of leave contact the Human Resources Department.

For military leaves extending thirty (30) days or less, the City of Willard will continue to pay the portion of the premium on health insurance, if any, that it was paying before such

military leave began. In order to continue such health insurance, the employee must continue to pay their portion of premiums during this period. For military leaves extending beyond thirty (30) days, the employee will have the option to continue their insurance coverage at the employee's cost. Upon return from military leave, employees will be reinstated as required by law and benefits will be reinstated with no waiting periods.

G. Jury Duty

An employee may be granted leave with pay when required to be absent from work for jury duty or as a trial witness. Compensation for such leave shall be limited to the difference between pay received for this service and normal pay.

H. Leave of Absence

Due to special and extraordinary circumstances, an employee may wish to request, in writing, to take unpaid leave. The City Administrator, or in their absence, the Mayor shall have the authority to grant such unpaid leave for up to forty (40) hours per calendar year, in no less than eight (8) hour increments. All vacation and sick leave due the employee must be exhausted prior to any such unpaid leave request being granted.

I. Bereavement Leave

An employee may be granted up to three (3) working days of leave with full pay as needed in the event of the death of a spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, grandfather, grandmother or any relative residing permanently with and dependent upon the employee.

J. Extended Personal Leave

Leaves of absence without pay may be granted for a period not to exceed sixty (60) days when the granting of such leave is in the mutual interest of the city and the employee, or otherwise required by law. The employee shall make a written request to the City Administrator for any authorized leave of absence stating the time required and the reason for such a request. Only the City Administrator may approve such a leave. Vacation, sick leave and holiday rights will not be accrued, or paid for, during an extended leave of absence, unless otherwise required by law.

The employee will not, however, lose any vacation, sick leave or holiday benefits which were earned prior to the commencement of said leave of absence. If such sick leave, vacation or holiday benefits should carry past an anniversary date due to a leave of absence, authorization from the City Administrator is required to carry it over.

K. Severe Weather Conditions

The City Administrator shall have the option to close City Hall or the Parks Department when it is determined unsafe to travel because of severe weather conditions. If an employee is unable to reach the office due to severe weather conditions the employee may make a request for approval to use a personal day from their Department Head or the City Administrator.

L. Meetings and Conferences

Staff may be given limited time off by the City Administrator with pay to participate in educational opportunities related to the staff member's current or anticipated work with the City of Willard. An employee serving as an official representative of the City of Willard at a conference or meeting is considered on official business and not on leave.

XIII. REIMBURSEMENT

Reimbursement is authorized for reasonable and necessary expenses incurred in carrying out job responsibilities. Mileage or transportation, parking fees, business telephone calls and meal costs when required to attend a luncheon or banquet, are all illustrative of reasonable and necessary expenses. Employees serving in an official capacity for the City of Willard at conferences and meetings are reimbursed for actual and necessary expenses incurred, such as travel expenses, meal costs, lodging, tips and registration fees. When attending meetings that have been approved by the City Administrator, employees are reimbursed for travel expenses, course fees and costs of meals and lodging at the current rates. Employees may also request a travel advance to cover anticipated expenses for approved travel. Employees also may be granted leave to attend a conference or professional meeting related to their professional development, and/or the City of Willard's current and anticipated work. Expenses for these purposes can be paid by City, if funds are available, and the employee obtains prior written approval of such expenses. Employees are responsible for transportation costs between the office and home during normal work hours. Transportation costs are paid by the City of Willard for work outside normal work hours if the employee is on official business for the City. Employees authorized to use their personal cars for City business are reimbursed at the U.S. Internal Revenue Service approved rate. Forms are provided to request reimbursement for actual expenses and advance payment for travel. Receipts must be provided for all expenditures made in order to claim reimbursement.

XIV. SEPARATION AND RETURN OF PROPERTY

Every officer and employee of the city, upon the termination of their term or employment for any cause whatsoever, shall deliver to the City all City property. Employees are responsible for the City of Willard equipment, property and work products that may be issued to them and/or are in their possession or control, including but not limited to:

- Credit cards,
- Identification badges,
- Office/building keys,
- Office/building security passes,
- Computers, computerized diskettes, electronic/voice mail codes, and
- Intellectual property (e.g., written materials, work products).

In the event of separation from employment, or immediately upon request by the City Administrator or Department Director, employees must return all City property that is in their possession or control. Where permitted by applicable laws, the City of Willard may withhold from the employee's final paycheck the cost of any property, including intellectual property, which is not returned when required. The City of Willard also may take any action deemed appropriate to recover or protect its property.

XV. CODE OF ETHICS

The City maintains policy and standards regarding employee behavior and conduct which are necessary for all employees. See the attached Code of Ethics Policy for further information.

XVI. GRIEVANCE POLICY

If any employee wishes to file a grievance regarding their employment, including but not limited to, discipline, job evaluations, job assignments, work hours, Supervisors or Department Heads, an employee must submit the grievance in writing and provide it to the City Administrator. The City will make its best effort to address the grievance within two (2) weeks.

Employees who have received written reprimand, been suspended, demoted or terminated have the right to appeal the action to the Board of Aldermen. Any such appeal must be submitted to the City Administrator in writing within two (2) weeks of the suspension, demotion or termination.

If an employee requests a hearing, the Board of Aldermen will attempt to schedule a hearing within two (2) weeks of receiving the notice of the appeal. An employee has the right to an attorney or support person to assist them in the hearing. The Board of Aldermen will attempt to issue a decision regarding the appeal within two (2) weeks of any hearing or in the case where no hearing is requested, within two (2) weeks of the appeal. The City Administrator makes any decisions regarding the above types of discipline; therefore, there is a need to have an appeal presented to the Board of Aldermen.

Nothing in this policy alters the employment at-will status. Further, nothing in this policy applies to any elected officials of the City whose employment or termination is governed by Missouri statutes.

XVII. PERSONNEL RECORDS

Personnel records are the property of the City of Willard and access to the information they contain is restricted and confidential. A personnel file shall be kept for each employee and should include the employee's job application, copy of the letter of employment and position description, performance reviews, disciplinary records, records of salary increases and any other relevant personnel information. It is the responsibility of each employee to promptly notify their Supervisor or Department Head in writing of any changes in personnel data, including personal mailing addresses, telephone numbers, names of dependents and individuals to be contacted in the event of an emergency.

XVIII. OUTSIDE EMPLOYMENT

No municipal employee shall engage in any outside employment without the prior written consent of the City Administrator. Further, consent will not be given unless such outside employment does not conflict, impair or interfere with the employee's performance of duties for the City of Willard.

No employee may receive any income or material gain from individuals or organizations for materials produced or services rendered while performing their job with the City of Willard.

XIX. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

Personnel and employment records are the property of the City and except for records and information that the City is required to provide by law will not be released. Access to personnel records within the City is limited to the Mayor and City Administrator and those designated by the Mayor and City Administrator.

XX. COMPUTER AND INFORMATION SECURITY

This section sets forth some important rules relating to the use of the City computer and communications systems. These systems include individual PC's provided to employees, centralized computer equipment, all associated software, telephone, voice mail and electronic mail. Each user is personally responsible to ensure that the following guidelines are followed:

- The City of Willard's systems must not be used to solicit or proselytize others for commercial purposes, causes, outside organizations, chain messages or other non-job related purposes.
- Security procedures in the form of unique user sign-on identification and passwords have been provided to control access to the City's host computer system, networks and voice

mail system. In addition, security facilities have been provided to restrict access to certain documents and files for the purpose of safeguarding information.

- Passwords should not be shared between users. If written down, passwords should be kept in locked drawers or other places not easily accessible.
- Document libraries of other users should not be browsed unless there is a legitimate business reason to do so.
- Individual users should never make changes or modifications to the hardware configuration of computer equipment.
- Programs should never be downloaded from bulletin board systems or copied from other computers outside the city onto city computers. Downloading or copying such programs also risks the introduction of a computer virus. If there is a need for such programs, a request for assistance should be directed to the immediate Supervisor or Department Head prior to downloading or copying documents from outside the city.
- Unlicensed software should not be loaded or executed on the City of Willard's PCs.

XXI. INTERNET AND SOCIAL MEDIA ACCEPTABLE USE POLICY

The following guidelines have been established for using the Internet, company-provided cell phones, email and social media in an appropriate, ethical and professional manner.

Guidelines for internet, cell phones and email:

- Internet, city-provided equipment (e.g., cell phone, laptops, computers) and services may not be used for transmitting, retrieving or storing any communications of a defamatory, discriminatory, harassing or pornographic nature.
- The following actions are forbidden: using disparaging, abusive, profane or offensive language; creating, viewing or displaying materials that might adversely or negatively reflect upon the City of Willard or be contrary to the City of Willard's best interests; and engaging in any illegal activities, including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access of any computers and company-provided equipment such as cell phones and laptops.
- Employees may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy to reference only.
- Employees should not open suspicious e-mails, pop-ups or downloads. Contact the Department Head with any questions or concerns to reduce the release of viruses or to contain viruses immediately.
- Internal and external e-mails are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending e-mail within and outside the City when using City computers.

Guidelines for social media use:

- Employees shall not post confidential, sensitive or proprietary information about the City of Willard, citizens, employees or applicants.
- Employees shall not post obscenities, slurs or personal attacks that can damage the reputation of the City of Willard, citizens, employees or applicants.
- When posting on social media sites, employees must use the following disclaimer when discussing job-related matters, *"The opinions expressed on this site are my own and do not necessarily represent the views of the City of Willard."*

XXII. EMERGENCY DECLARATION

In the event the Mayor issues an emergency declaration, affected exempt employees shall receive payment for overtime worked in excess of forty (40) hours per week. Overtime pay for exempt employees will be based on the annual rate divided by 2080 and then multiplied times 1.5 for the overtime rate. In order to be considered for overtime pay, the affected exempt employee shall be responsible for completing the required time sheet and submitting same to the Chief Financial Officer/Finance Officer.

The purpose of this policy is to provide a mechanism to fairly compensate exempt employees for the extensive amount of time required to manage the resources within the community during and after a significant disaster or emergency and to provide a mechanism to recover those additional costs from state and federal agencies.

XXIII. ADMINISTRATION

The organizational chart is a diagram showing graphically the relation of one (1) official to another, or others, within the City. It is also used to show the relation of one (1) department to another, or others, or of one (1) function of an organization to another, or others. The City of Willard's organizational chart illustrates relations between people within an organization. Such relations might include the City Administrator to Department Heads, Department Heads to Supervisors or employees within a department and so forth. Each employee should always go to their immediate Supervisor or Department Head when asking for direction concerning a task, addressing a problem or any type of immediate need. If an issue is with the immediate Supervisor or Department Head, then an employee should direct their concern with the City Administrator.

In the event that there is no City Administrator, the Mayor will have the authority to appoint, discharge and discipline city employees subject to the approval of the Board of Aldermen.

XXIV. APPENDIX

- A. CODE OF ETHICS
- B. FLEXTIME POLICY
- C. SHARED CARE LEAVE
- D. EMPLOYEE RECEIPT AND ACCEPTANCE
- E. ORGANIZATIONAL CHART

A. CODE OF ETHICS

CITY OF WILLARD, MISSOURI CODE OF ETHICS

CODE OF ETHICS FOR CITY EMPLOYEES, ELECTED OFFICIALS AND APPOINTED BOARD/COMMISSION MEMBERS

This Code of Ethics Policy is intended to provide guidelines for City employees, all elected officials and all appointed Board, Committee and Commission members that are responsive to the public needs and precludes even the appearance of impropriety in the performance of their duties. The public judges its government by the way those most closely associated with said government conduct themselves in the positions to which they are elected, appointed or hired to do. The public have the right to expect that all employees/staff, elected officials and all appointed Board, Commission or Committee members will conduct themselves in a manner that will tend to preserve public confidence in and respect for the government they represent; in other words, to fully be stewards of the public trust best serving the public interest and upholding and protecting the City's resources. To this end all employees, elected officials and all appointed Board, Committee and Commission members have a responsibility to:

1. Perform their duties to the very best of their abilities, treating both the public and one another in a courteous manner that is fair and equitable, without regard to race, color, gender, age, religion, national origin, disability, political affiliation or any other factor unrelated to the impartial conduct of City business. The practice of fair and equal treatment to everyone with the concept of impartiality being paramount is to be considered as a primary goal for the City.
2. Fully demonstrate integrity, honesty and ethical behavior in the conduct of all City business.
3. Ensure that their personal interest, beliefs and perspectives do not come into conflict with their official duties, resulting in either a real conflict of interest or even the appearance of a conflict of interest. Further, their personal/private interests must not be represented during their conduct of official City business. This shall be extended to include dealings with vendors, customers, contractors and any and all other individuals either doing or seeking to do business with the City.
4. Ensure that they do not accept any gift, favor, money, material benefit or anything of value that may tend to influence the impartial discharge of their duties. This shall include the acceptance of a gift from any person who has interests that may be substantially affected by the performance of their said official duties under circumstances where timing and nature of the gift would cause a reasonable person to question the impartiality in the matter affecting the donor. Such a prohibition shall not apply to the acceptance of any gift, favor, money, material benefit or thing of value that benefits the City and/or the community as a whole.

5. Ensure that information concerning the property, government or affairs of the City obtained in the course of or by reason of either their employment or official capacity in any manner is held confidential, disclosed only with proper legal authorization and never to advance either the financial or other special interests of themselves or others. The disclosure of any confidential information concerning any other official or employee or any other person or any property or governmental affair of the City is not allowed.

6. Ensure that all City resources, including but not limited to City funds, equipment, vehicles and other property are used in strict compliance with City policy and solely for the benefit of the City. To ensure that City employees do not receive unauthorized, conflicting or contradictory directives, all elected and appointed members shall not give direction to City employees or departments except as directed by the City Administrator.

7. Avoid any behavior that does or could fall under the definitions of misconduct as contained in the City's Policy Manual.

Department Heads and Supervisors must take a leadership role by example in both the promotion and execution of this Code of Ethics. All City officials and employees have a responsibility to place cooperation, trust and respect at the forefront of all they do.

B. FLEXTIME POLICY

CITY OF WILLARD, MO. FLEXTIME POLICY

PURPOSE

The purpose of this policy is to allow salaried (exempt) City employees a flexible work schedule to reduce the hours over and above forty (40) during a standard work week due to evening meetings, heavier than normal workloads, etc. The City will accommodate the reasonable requests of employees for alternative work schedules when consistent with the needs of each City department to accomplish their objectives.

This policy will apply to all full time salaried (exempt) employees of the City in all of the various departments.

DEFINITIONS

Flexitime: a term used to define an alternate work schedule by which an employee may work within specific limits dictated by the needs of their position/job and is subject to managerial review and approval.

Standard Work Week: a forty (40) hour period which runs from 12:00 a.m. Sunday morning through midnight (12:00 p.m.) the following Saturday evening. Holidays, vacation, sick leave, personal days, etc. are not considered as making up a portion of a standard work week; only those hours actually worked on the job are to be counted as comprising said work week.

Pay Period: a two (2) week period of time comprised of two (2) forty (40) hour work weeks.

POLICY

It is the policy of the City to allow authorized employees the option of a flexible work schedule. Individual departments may use a flexitime work schedule subject to the following conditions:

- The normal workweek shall continue as a five (5) day, forty (40) hour workweek for City employees.
- Each department head will ensure sufficient coverage during the department's business hours of operation. Said department head has the discretion to determine staffing coverage to meet the operating requirements of the department with approval from the City Administrator.
- Department Heads shall be responsible for resolving any intradepartmental scheduling conflicts and assuring that proper coverage is maintained.

- Computation of flextime will be based on the hours worked outside of the regular department schedule. Flextime may be accrued up to eighty (80) hours and must be used within the calendar year in which it was accrued. Any flextime remaining at the end of said calendar year will be lost.
- A flextime accrual tabulation sheet must be completed by each employee and signed by their appropriate Department Head or the City Administrator prior to turning in same to the Finance Department.
- All time accrued must be requested off and approved in the same manner as vacation time, personal days, etc.

GENERAL GUIDELINES AND ELIGIBILITY

In order to be eligible to participate in the flextime program, an employee must maintain at a minimum a satisfactory rating on all annual employee performance reviews. Additionally, to be eligible, employees must:

- Complete all assigned work in an acceptable and professional manner;
- Use work time effectively based on time quality;
- Maintain a dependable attendance record;
- Document all timekeeping accurately and in a timely fashion; and,
- Communicate work problems/issues as well as needs to their immediate Supervisor/Department Head.

Both the usage as well as the accrual of flextime may be reviewed at any time by either the applicable Department Head and/or the City Administrator. Flextime will be administered on a consistent and equitable basis within each City Department.

C. SHARED CARE LEAVE

SHARED CARE LEAVE

The City provides for the option of a Shared Care Leave Program. Such additional paid leave is made available due to either a personal or immediate family member illness or injury which is considered life threatening or catastrophic. This program is available, upon approval of the City Administrator, to those full time employees who have exhausted all of their accrued leave time (including vacation, sick, compensatory, personal, etc.) and who have applied for and been approved for FMLA. The Shared Care Leave Program is a privilege which may be terminated without cause at the discretion of the City Administrator at any time. Nothing contained herein shall be construed to give any employee a right to such a benefit. A denial of shared care leave benefits is not a denial of any right and therefore cannot be appealed.

If an employee or one (1) of their immediate family members suffers an illness or injury that has been certified by a medical professional to be either catastrophic or life threatening (a written physician's statement containing the medical diagnosis and prognosis must accompany any request for Shared Care Leave benefits) and the employee has already exhausted all of their eligible leave accrual they may be eligible for participation in the benefit program. Such life threatening or catastrophic illness or injury must not be job related, willfully self-inflicted nor due as a result of a criminal or illegal activity. In such an instance, other City employees may voluntarily donate a portion of their accrued sick leave to that employee eligible for the program. Such a donation by another employee must not result in a balance of less than fifty percent (50%) of that employee's accrued sick leave at the time of donation. The employee receiving such a benefit is limited to a maximum of twenty five (25) days of Shared Care Leave benefits which may be extended for an additional, one (1) time period of twenty (20) work days upon a finding of extraordinary circumstances.

D. EMPLOYEE RECEIPT AND ACCEPTANCE

EMPLOYEE RECEIPT AND ACCEPTANCE

I hereby acknowledge receipt of the City of Willard Employee Policy Manual. I understand that it is my continuing responsibility to read and know its contents. I also understand and agree that the Employee Policy Manual is not an employment contract for any specific period of employment or for continuing or long-term employment. Therefore, I acknowledge and understand that unless I have a written employment agreement with the City of Willard that provides otherwise, I have the right to resign from my employment with the City of Willard at any time with or without notice and with or without cause, and that the City of Willard has the right to terminate my employment at any time with or without notice and with or without cause.

I have read, understand and agree to all of the above. I have also read and understand the City of Willard Employee Manual. I agree to return the City of Willard Employee Manual upon termination of my employment.

Signature _____

Print Name _____

Date _____

CONFIDENTIALITY POLICY AND PLEDGE

Any information that an employee learns about the City of Willard or its staff as a result of working for the City of Willard that is not otherwise publicly available constitutes confidential information. Employees may not disclose confidential information to anyone who is not employed by the City of Willard or to other persons employed by the City of Willard who do not need to know such information to assist in rendering services. The disclosure, distribution, electronic transmission or copying of the City of Willard's confidential information is prohibited. Any employee who discloses confidential information will be subject to disciplinary action (including possible separation), even if they do not actually benefit from the disclosure of such information.

I understand the above policy and pledge not to disclose confidential information.

Signature _____

Print Name _____

Date _____

E. ORGANIZATIONAL CHART