



CITY OF WILLARD

BOARD OF ALDERMAN REGULAR MEETING

June 09, 2025 at 6:00 PM

Willard City Hall, 224 W. Jackson St., Willard, MO

AGENDA

Update Posted on June 6, 2025, at 11 a.m.

The tentative agenda of this meeting includes:

PLEDGE OF ALLEGIANCE

CALL THE MEETING TO ORDER

ROLL CALL

AGENDA AMENDMENTS/APPROVAL OF AGENDA

CONSENT AGENDA:

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

- 1. Meeting Minutes from May 27, 2025**
- 2. May/June 2025 Current Outstanding Invoices, Checks, and Draft Paid Invoices**
- 3. Department Head Report City Clerk May 2025**
- 4. Department Head Report Court May 2025**
- 5. Department Head Report Human Resources May 2025**
- 6. Department Head Report Parks Department May 2025**
- 7. Department Head Report Planning and Zoning May 2025**
- 8. Department Head Report Willard Police Department May 2025**
- 9. Department Head Report Willard Public Works May 2025**
- 10. Board Attendance Report**

CURRENT OUTSTANDING INVOICES, DRAFT AND CHECK PAID INVOICES

CITIZEN INPUT

PRESENTATION BY RODDY ROGERS, SWMO WATER

- 11. SWMO Water**

PUBLIC HEARING TO REPLAT HOFFMAN HILLS PHASE 1, LOTS 1 THROUGH 40

- 12. Hoffman Hills Phase 1 Re-Plat**

PROJECT MANAGER REPORT

- 13. Sanitary Sewer Status Update**

APPROVALS

14. Approval of Advertising for Bids for the 94 Lift Station Improvements and Force Main

ORDINANCES

15. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CJW FOR SERVICES AND ENGINEERING ON FARM ROAD 103 (SECOND READ)
16. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CJW FOR SERVICES AND ENGINEERING ON JACKSON STREET FROM PERRYMAN TO JEFFERSON (SECOND READ)
17. AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, RECOGNIZING AN AGREEMENT BETWEEN THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND THE CITY OF WILLARD, GRANTING THE CITY OF WILLARD TRANSPORTATION PROJECT FUNDS FOR A PEDESTRIAN UNDERPASS AT U.S. 160 AND ROUTE AB (SECOND READ)
18. AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CRAWFORD, MURPHY, & TILLY, INC. FOR THE PLANNING AND DESIGN OF A U.S. HIGHWAY 160 PEDESTRIAN UNDERPASS (FIRST READ)
19. AN ORDINANCE RE-ESTABLISHING THE ORGANIZATION AND OPERATION OF AN ECONOMIC DEVELOPMENT TASK FORCE FOR THE CITY OF WILLARD; AUTHORIZING THE MAYOR TO PROCEED WITH THE APPOINTMENT OF A NINE-MEMBER ADVISORY BOARD, WITH THE APPROVAL OF THE BOARD OF ALDERMEN, TO SERVE AS THE ECONOMIC DEVELOPMENT TASK FORCE. (FIRST READ)
20. AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, GREENE COUNTY, MISSOURI, AUTHORIZING THE APPOINTMENT OF ONE DIRECTOR AND ONE ALTERNATE TO THE SOUTHWEST MISSOURI JOINT MUNICIPAL WATER UTILITY COMMISSION (FIRST READ)
21. AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, ACCEPTING THE BID OF _____ FOR THE DEPOSIT OF CITY PUBLIC FUNDS AND AUTHORIZING THE MAYOR TO EXECUTE RELATED AGREEMENTS (FIRST READ)
22. AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, ADOPTING AN AMENDMENT TO THE 2025 BUDGET (FIRST READ)

CITY ADMINISTRATOR REMARKS

NEW BUSINESS

UNFINISHED BUSINESS

RECESS OPEN SESSION

OPEN CLOSED SESSION PURSUANT TO RSMO SECTION 610.021 #(1) LEGAL, #(3) PERSONNEL, #(12) CONTRACT

CALL THE MEETING TO ORDER

ROLL CALL

CLOSE THE CLOSED SESSION AND RECONVENE THE OPEN SESSION

ADJOURN MEETING

If you have special needs which require accommodation, please notify personnel at the City Hall. Representatives of the news media may obtain copies of this notice by contacting the City Clerk at 417-742-5302.

Rebecca Hansen, City Clerk



CITY OF WILLARD

BOARD OF ALDERMAN REGULAR MEETING

May 27, 2025 at 6:00 PM

Willard City Hall, 224 W. Jackson St., Willard, MO

MINUTES

Staff Present: City Administrator Wesley Young, City Attorney Holly Dodge, City Clerk Rebecca Hansen, Parks and Recreation Director Jason Knight, CFO Carolyn Halverson, Planning and Zoning Director Mike Ruesch, Project Manager Steve Bodenhamer, Police Officer JD Landon

Citizens Present: Jennifer Aldrich, Steven Aldrich, Michelle Purdy, Steve Purdy, Leia Pridemore, Kevin Stewart, Katy Stewart, Sam Stewart, Baliey Stewart, Vanessa Keene, Steve Cobb, Valorie Simpson, Craig Baird, Fred Burk, Rachel Pharris, Taylor McCain

PLEDGE OF ALLEGIANCE

Mayor Smith led the Pledge of Allegiance

CALL THE MEETING TO ORDER

Mayor Smith called the meeting to order at 6:03 pm and asked the City Clerk to conduct the roll call.

ROLL CALL

Rebecca Hansen conducted the roll call

Present: Mayor Troy Smith, Casey Biellier, Jeremy Hill, David Keene, Joyce Lancaster, Rachel Mathison, Carol Wilson

Rebecca Hansen confirmed that a quorum was present.

AGENDA AMENDMENTS/APPROVAL OF AGENDA

City Administrator Wes pointed out that May Financials should read "April". Also, Item #7, "A RESOLUTION RECOGNIZING AN AGREEMENT BETWEEN THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND THE CITY OF WILLARD, GRANTING THE CITY OF WILLARD TRANSPORTATION PROJECT FUNDS FOR A PEDESTRIAN UNDERPASS AT US 160 AND ROUTE AB" will be discussed and approved as an ordinance, since that is the form required to receive the grant.

Mayor Smith asked for a motion to approve the agenda. Motion was made by Alder Beillier and seconded by Alder Lancaster to approve the agenda. Motion carried with a 6-0 vote. Voting Aye: Alders Biellier, Hill, Keene, Lancaster, Mathison, and Wilson.

CONSENT AGENDA:

"A Consent Agenda allows the Board of Aldermen to consider and approve routine items of business without discussion. Any member of the Board of Aldermen, the City Staff or the Public may request removal of any item from the Consent Agenda and request that it be considered under the Regular

Agenda if discussion or debate of the item is desired. Items not removed from the Consent Agenda will stand approved upon motion by any Board member, second and unanimous vote to “approve the Consent Agenda as published or modified.”

1. Meeting Minutes from May 12, 2025

2. May Financial Summaries

May Financial Statements

May/June Outstanding Invoices, Checks, and Draft Paid Invoices

May Check Register

May Utilities Adjustment Report

Mayor Smith asked for a motion to approve the Consent Agenda. Motion was made by Alder Lancaster and seconded by Alder Mathison to approve the Consent Agenda. Motion carried with a 6-0 vote.

Voting Aye: Alders Biellier, Hill, Keene, Lancaster, Mathison, and Wilson.

CURRENT OUTSTANDING INVOICES, DRAFT AND CHECK PAID INVOICES

City Financial Officer Carolyn Halverson reported there were no current outstanding invoices.

CITIZEN INPUT

There was no citizen input

PRESIDENTIAL FITNESS AWARD PRESENTATIONS BY CHIEF MCCLAIN

Chief McClain presented the Presidential Fitness Award to Madison Aldrich, Jase Brown, Sam Stewart, Marshall Lampe, and Leia Pridemore.

PROJECT MANAGER REPORT

3. Sanitary Sewer Status Update

Project Manager Steve Bodenhamer reported that the City received the permit for the 94 Lift Station from the Department of Natural Resources. The rest of the permits have been approved, as well. A 2-inch gas line is required, and we are negotiating the cost to move the gas line. We are ready to move forward on these projects.

Grant funds are now being processed; we are hopeful that those funds will actually come through. The engineers will soon authorize an ad for bids for 94 upgrades next BOA. Temporary construction easements are needed for machinery and material staging. We are still getting all those permissions.

The revised easement agreement for trustees is still stalled, regarding the Meadows project.

PROPOSALS

4. A PROPOSAL FOR AN INTERIOR ENTRY DOOR FOR THE WILLARD POLICE DEPARTMENT

City Administrator Wes Young explained that the police department exterior pedestrian door has some space at the top. It needs to be more secure. The quoted price will be adjusted for tariffs.

5. RECOMMENDATION TO CONSIDER EXPANDING PARKS BOARD OVERSIGHT ROLE

City Administrator Wes Young let the Board know that the Parks Board is open to taking on a more active role. The Parks Department may adopt a Financial Scorecard, as the City has implemented. Mayor Smith asked for a definition of what “oversight” means—delineating the roles of the Parks Board and the Board of Alders (BOA). Wes replied that there is an upcoming Parks/ BOA Work Meeting. We may use that more in depth to pass more responsibility to the Parks Board. The BOA will have final authority. Jason welcomes those changes, if duties are structured clearly.

RESOLUTIONS

6. A RESOLUTION RECOGNIZING THAT THE MAYOR MAY SIGN TORT EXCLUSIONS REQUIRED FOR RENEWAL OF INSURANCE COVERAGE

City Administrator Wes Young let the Board know that this resolution is a formality required by the insurance carrier in order for the City to secure umbrella insurance coverage.

Motion to approve this resolution carried with a 6-0 vote. Voting Aye: Alders Biellier, Hill, Keene, Lancaster, Mathison, and Wilson

7. A RESOLUTION RECOGNIZING AN AGREEMENT BETWEEN THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND THE CITY OF WILLARD, GRANTING THE CITY OF WILLARD TRANSPORTATION PROJECT FUNDS FOR A PEDESTRIAN UNDERPASS AT US 160 AND ROUTE AB

City Administrator Wes Young reminded the Board that this resolution will be discussed as a first read of an ordinance, as required by law. The ordinance form is before the Board. The agreement provides up to \$108,000 of federal funds to design a U shape pedestrian underpass at Highway 160 and Route AB. The City will cover any other costs and any ineligible costs.

Because this resolution was changed in form to a first-read on an ordinance, no vote was necessary.

ORDINANCES

8. A STANDARD YEARLY ORDINANCE ADOPTING AND ENACTING THE CODE OF ORDINANCES OF THE CITY OF WILLARD, INCLUDING RECENTLY PASSED ORDINANCES (SECOND READ)

Mayor Smith had the ordinance read and asked for a motion. Motion was made by Alder Keene and seconded by Alder Hill to approve the Consent Agenda. Motion carried with a 6-0 vote. Voting Aye: Alders Biellier, Hill, Keene, Lancaster, Mathison, and Wilson.

9. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CJW FOR SERVICES AND ENGINEERING ON FARM ROAD 103 (FIRST READ)

Planning Director Mike Ruesch explained that Farm Road 103 is getting busy. It has been suggested to use a three-phase approach to engineer what improvements might look like. We can plan development to match our road goals. It will be advantageous to tie the east and west sections of the City together.

10. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CJV FOR SERVICES AND ENGINEERING ON JACKSON STREET FROM PERRYMAN TO JEFFERSON (FIRST READ)

Planning Director Mike Ruesch reminded the Board that this downtown engineering project will enlarge sidewalks, add ADA access, and will connect Miller commercial to historic downtown.

11. AN ORDINANCE REVISING AND REPLACING SECTION 400.510 MIXED-USE OF THE CITY CODE TO ALLOW FOR A MIXED-USE DISTRICT (FIRST READ)

Planning Director Mike Ruesch explained that this ordinance will give flexibility to developers to make presentations and bring ideas. Mike gave a brief reminder of the presentation he gave at the last work study. This is a re-zone, to be used where residents want mixed-use. This will also streamline the approval process. There can be changes, but those changes must be approved. Recreation area requirements have not changed. Recreation donations will be used to build and care of parks. Projects funded must be related to the development. Traffic studies will be mandatory.

CITY ADMINISTRATOR REMARKS

City Administrator Wes Young spoke on the Southwest Missouri Water agreement, which involves investing in shares of Stockton Lake. Cochran reviewed and suggested signing into the water agreement. Cochran says other communities are already expressing interest in buying the water back from Willard. There are options on how to bring the water down, and how to treat the water. Springfield could treat the water and sell it back to us. There will be a presentation on this subject next meeting.

Wes and PIO Rebecca Hansen participated in a radio interview regarding the newly instated Water Board—that initial meeting will be on June 4 at 5:30pm. Looney Underground we will need to use their bond to make repairs to city infrastructure they damaged. Residents continue to express their disapproval of the 6% credit card processing fee through Tyler. It is definitely too high, but we are locked into that. It also is a completely optional fee.

NEW BUSINESS

12. Street Closure Permit

Rachel Pharris and Taylor McCain would like to close their street for a block party. All neighbors are invited to the party and none object. Public Works could put up a sign, we will let police know. The road closure and get-together is scheduled for June 28, 2-10pm.

UNFINISHED BUSINESS

RECESS OPEN SESSION

Mayor called for a motion to recess open session. Motion was made by Alder Biellier and seconded by Alder Hill. Motion carried with a 6-0 vote.

OPEN CLOSED SESSION PURSUANT TO RSMO SECTION 610.021 #(2) REAL ESTATE

CALL THE MEETING TO ORDER

ROLL CALL

CLOSE THE CLOSED SESSION AND RECONVENE THE OPEN SESSION

Open session reconvened at 7:06 pm

ADJOURN MEETING

Mayor Smith called for a motion to adjourn the meeting. The time was 7:06 pm.

Motion was made by Alder Lancaster and seconded by Alder Biellier. Motion carried with a 6-0 vote.

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Rebecca Hansen, City Clerk



CITY OF WILLARD AGENDA REPORT BOARD OF ALDERS

TO: Board of Alders

FROM: Finance Department

SUBJECT: May/June 2025 Current Outstanding Invoices, Checks, and Draft Paid Invoices

ATTACHMENTS: 1



City of Willard, MO

Expense Approval Report

Item # 2.

By Vendor Name

Post Dates 5/24/2025 - 6/6/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: AIM200 - ALLIGATOR ICE MIDWEST					
ALLIGATOR ICE MIDWEST	464	06/04/2025	CONCESSIONS - PKS	30-800-50200	585.00
Vendor AIM200 - ALLIGATOR ICE MIDWEST Total:					585.00
Vendor: ACS100 - AMAZON CAPITAL SERVICES INC					
AMAZON CAPITAL SERVICES I	1R3	06/04/2025	AWARD RIBBONS, CLEANING WAND 4PK - PKS	30-800-50140	116.83
AMAZON CAPITAL SERVICES I	1R3	06/04/2025	AWARD RIBBONS, CLEANING WAND 4PK - PKS	30-800-50550	7.99
AMAZON CAPITAL SERVICES I	7PP	06/04/2025	2PK HOLE PUNCH - PKS	30-800-50700	8.99
AMAZON CAPITAL SERVICES I	9QC	06/04/2025	CHLORINE INJECT PUMP - PKS	30-800-50500	348.58
AMAZON CAPITAL SERVICES I	FHD	06/04/2025	CLIMWA 6" REG RUNNING BOARDS- PW TRK-ST5 / W / S	10-300-71000	29.87
AMAZON CAPITAL SERVICES I	FHD	06/04/2025	CLIMWA 6" REG RUNNING BOARDS- PW TRK-ST5 / W / S	20-600-71000	59.75
AMAZON CAPITAL SERVICES I	FHD	06/04/2025	CLIMWA 6" REG RUNNING BOARDS- PW TRK-ST5 / W / S	20-700-71000	59.75
AMAZON CAPITAL SERVICES I	H4N	06/04/2025	CHLRN TEST STRPS,STORGE CAB,GRIT PAINT ADDTVE-PKS	30-800-50140	18.00
AMAZON CAPITAL SERVICES I	H4N	06/04/2025	CHLRN TEST STRPS,STORGE CAB,GRIT PAINT ADDTVE-PKS	30-800-50500	99.60
AMAZON CAPITAL SERVICES I	H4N	06/04/2025	CHLRN TEST STRPS,STORGE CAB,GRIT PAINT ADDTVE-PKS	30-800-50700	188.00
AMAZON CAPITAL SERVICES I	KD7	06/04/2025	LIQ REAGENT, ALKALINE INDICATOR POOL - PKS	30-800-50140	50.25
AMAZON CAPITAL SERVICES I	MQ4	06/04/2025	10PK FUSE ATM30 600V 30A - PKS	30-800-51000	63.81
AMAZON CAPITAL SERVICES I	QCP	06/04/2025	FIRST AID OSHA KIT, EMG TRAUMA KIT- STS / W / S	10-300-56500	20.99
AMAZON CAPITAL SERVICES I	QCP	06/04/2025	FIRST AID OSHA KIT, EMG TRAUMA KIT- STS / W / S	20-600-56500	41.97
AMAZON CAPITAL SERVICES I	QCP	06/04/2025	FIRST AID OSHA KIT, EMG TRAUMA KIT- STS / W / S	20-700-56500	41.97
AMAZON CAPITAL SERVICES I	VL1	06/04/2025	TRASH BAGS, POPCRN OIL, POPCRN SEASON - PKS	30-800-50200	57.35
AMAZON CAPITAL SERVICES I	VL1	06/04/2025	TRASH BAGS, POPCRN OIL, POPCRN SEASON - PKS	30-800-50550	36.39
AMAZON CAPITAL SERVICES I	W9L	06/04/2025	LAPTOP DOC STATION - PKS	30-800-50700	48.38
AMAZON CAPITAL SERVICES I	X6G	06/04/2025	DESK CALENDAR - PKS	30-800-50700	32.99
AMAZON CAPITAL SERVICES I	1YL	06/05/2025	SHIRTS, SHORTS, PAPR CLPS, MISC AQUATIC SUPPLS-PKS	30-800-50140	373.33
AMAZON CAPITAL SERVICES I	1YL	06/05/2025	SHIRTS, SHORTS, PAPR CLPS, MISC AQUATIC SUPPLS-PKS	30-800-50700	93.21
AMAZON CAPITAL SERVICES I	9CT	06/05/2025	POWER STRIP, SPEAKER BAR - GEN	10-100-50700	55.22
AMAZON CAPITAL SERVICES I	C4N	06/05/2025	SUN SHADE, MOSQUITO CONTRL - PKS	30-800-50140	22.89
AMAZON CAPITAL SERVICES I	C4N	06/05/2025	SUN SHADE, MOSQUITO CONTRL - PKS	30-800-56500	41.96
AMAZON CAPITAL SERVICES I	D3H7	06/05/2025	REFUND PKS	30-800-95100	-603.32
AMAZON CAPITAL SERVICES I	GTJ	06/05/2025	TENNIS BALLS, LIFEGUARD SUPP, OFFICE SUPP - PKS	30-800-50140	106.79
AMAZON CAPITAL SERVICES I	GTJ	06/05/2025	TENNIS BALLS, LIFEGUARD SUPP, OFFICE SUPP - PKS	30-800-50700	13.95
AMAZON CAPITAL SERVICES I	H6P	06/05/2025	CAMP CRAFT SUPP, PLSTC SPOONS, CLEANER - PKS	30-800-50177	489.26
AMAZON CAPITAL SERVICES I	H6P	06/05/2025	CAMP CRAFT SUPP, PLSTC SPOONS, CLEANER - PKS	30-800-50200	7.43

Expense Approval Report 1

Post Dates: 5/24/ Item # 2. 5

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES I	H6P	06/05/2025	CAMP CRAFT SUPP, PLSTC SPOONS, CLEANER - PKS	30-800-50550	21.88
AMAZON CAPITAL SERVICES I	J16	06/05/2025	LIFEGUARD FANNY PACKS - PKSK	30-800-50140	34.64
AMAZON CAPITAL SERVICES I	LJD	06/05/2025	SPRAY BTLS, CC READR, WEBCAM, MOUSE, CPR - PKS	10-100-50550	12.97
AMAZON CAPITAL SERVICES I	LJD	06/05/2025	SPRAY BTLS, CC READR, WEBCAM, MOUSE, CPR - PKS	30-800-50130	9.69
AMAZON CAPITAL SERVICES I	LJD	06/05/2025	SPRAY BTLS, CC READR, WEBCAM, MOUSE, CPR - PKS	30-800-50140	29.85
AMAZON CAPITAL SERVICES I	LJD	06/05/2025	SPRAY BTLS, CC READR, WEBCAM, MOUSE, CPR - PKS	30-800-50700	71.05
AMAZON CAPITAL SERVICES I	VKC	06/05/2025	COPPR WIRE,OUTLT BXS,CIRCT BRKRS JCKSN ELC U	30-800-95100	2,599.76
AMAZON CAPITAL SERVICES I	WRT	06/05/2025	CLEAN SUPP, BSKTBALLS, OFFC SUPP, POOL SUPP - PKS	30-800-50130	34.58
AMAZON CAPITAL SERVICES I	WRT	06/05/2025	CLEAN SUPP, BSKTBALLS, OFFC SUPP, POOL SUPP - PKS	30-800-50140	67.61
AMAZON CAPITAL SERVICES I	WRT	06/05/2025	CLEAN SUPP, BSKTBALLS, OFFC SUPP, POOL SUPP - PKS	30-800-50180	66.94
AMAZON CAPITAL SERVICES I	WRT	06/05/2025	CLEAN SUPP, BSKTBALLS, OFFC SUPP, POOL SUPP - PKS	30-800-50200	19.59
AMAZON CAPITAL SERVICES I	WRT	06/05/2025	CLEAN SUPP, BSKTBALLS, OFFC SUPP, POOL SUPP - PKS	30-800-50550	81.03
AMAZON CAPITAL SERVICES I	WRT	06/05/2025	CLEAN SUPP, BSKTBALLS, OFFC SUPP, POOL SUPP - PKS	30-800-50700	23.99
AMAZON CAPITAL SERVICES I	9KX	06/06/2025	SAW BLDES, HAMMER/AXE CMBO, SFTY RAIN JKTS- W / S	20-600-50130	380.09
AMAZON CAPITAL SERVICES I	9KX	06/06/2025	SAW BLDES, HAMMER/AXE CMBO, SFTY RAIN JKTS- W / S	20-700-50130	380.08
AMAZON CAPITAL SERVICES I	F43	06/06/2025	DEWALT LITHIUM BTRY, SAW BLDES - W / S	20-600-50130	136.57
AMAZON CAPITAL SERVICES I	F43	06/06/2025	DEWALT LITHIUM BTRY, SAW BLDES - W / S	20-700-50130	136.57
AMAZON CAPITAL SERVICES I	JM4	06/06/2025	BLOW GLASS FUSES, BTRY CHGER, LITHIUM BTRY- S	20-700-50130	274.41
AMAZON CAPITAL SERVICES I	JM4	06/06/2025	BLOW GLASS FUSES, BTRY CHGER, LITHIUM BTRY- S	20-700-52000	282.00
AMAZON CAPITAL SERVICES I	QXM	06/06/2025	TRSH BGS, MRKNG PNT, OFFICE VACUUM- STS / W / S	10-300-50130	77.55
AMAZON CAPITAL SERVICES I	QXM	06/06/2025	TRSH BGS, MRKNG PNT, OFFICE VACUUM- STS / W / S	20-600-50130	155.09
AMAZON CAPITAL SERVICES I	QXM	06/06/2025	TRSH BGS, MRKNG PNT, OFFICE VACUUM- STS / W / S	20-700-50130	155.10
Vendor ACS100 - AMAZON CAPITAL SERVICES INC Total:					6,983.22
Vendor: BVM100 - AMERICAN TRAILER & STORAGE, INC.					
AMERICAN TRAILER & STORA	29	06/04/2025	STORAGE CONTAINER RENTALS - PKS	30-800-55850	305.00
AMERICAN TRAILER & STORA	30	06/04/2025	STORAGE CONTAINER RENTAL - PKS	30-800-55850	115.00
Vendor BVM100 - AMERICAN TRAILER & STORAGE, INC. Total:					420.00
Vendor: ACU100 - ANGELA CUNNINGHAM					
ANGELA CUNNINGHAM	7	06/05/2025	CLASS INSTRUCTION SUPPLIES PAINT - PKS	30-800-50170	90.00
Vendor ACU100 - ANGELA CUNNINGHAM Total:					90.00
Vendor: BBB110 - BLACKBURN BROTHERS, INC					
BLACKBURN BROTHERS, INC	40474	06/05/2025	3 LOADS/ PUMP OUTS FOR SEWER MAIN REPAIRS- S	20-700-51000	1,650.00
Vendor BBB110 - BLACKBURN BROTHERS, INC Total:					1,650.00
Vendor: BWI200 - BULK WASTE LLC d/b/a BWI SANITATION					
BULK WASTE LLC d/b/a BWI S	6243	06/05/2025	TOILET RENTALS MILLER PARK - PKS	30-800-55850	420.00

Expense Approval Report 1

Post Dates: 5/24/25 Item # 2. 25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BULK WASTE LLC d/b/a BWI S	6403	06/05/2025	TOILET RENTALS FREEDOM FEST - PKS	30-800-50450	2,050.00
BULK WASTE LLC d/b/a BWI S	4050	06/06/2025	TOILET RENTALS MILLER PK - PKS	30-800-55850	420.00
Vendor BWI200 - BULK WASTE LLC d/b/a BWI SANITATION Total:					2,890.00
Vendor: CFS100 - CANON FINANCIAL SERVICES, INC					
CANON FINANCIAL SERVICES,	1964	06/05/2025	COPIER LEASE - PW	10-300-55850	12.91
CANON FINANCIAL SERVICES,	1964	06/05/2025	COPIER LEASE - PW	20-600-55850	25.83
CANON FINANCIAL SERVICES,	1964	06/05/2025	COPIER LEASE - PW	20-700-55850	25.83
Vendor CFS100 - CANON FINANCIAL SERVICES, INC Total:					64.57
Vendor: HVR100 - CAROLYN HALVERSON					
CAROLYN HALVERSON	MAY 25	06/04/2025	REIMBURSEMENT MAY PHONE - GEN	10-100-61000	50.00
Vendor HVR100 - CAROLYN HALVERSON Total:					50.00
Vendor: COMMGN - COMMERCE CREDIT CARD SERVICES					
COMMERCE CREDIT CARD SE	1977	05/30/2025	INDEED ADV FOR BLDG INSPT - P&D	10-400-55200	274.77
COMMERCE CREDIT CARD SE	2175	05/30/2025	SUPERBREAKERS CIRCUIT BREAKER BBALL LIGHTS - PKS	30-800-51000	52.43
COMMERCE CREDIT CARD SE	3982	05/30/2025	PARTSTOWN (3) CARTRIDGE ASSEMBLY - PKS	30-800-51000	139.23
COMMERCE CREDIT CARD SE	4057	05/30/2025	WRISTBAND.COM	30-800-50140	79.08
COMMERCE CREDIT CARD SE	5-13	05/30/2025	SWIMMING WRISTBANDS FO VISTA PRNT BUS CARDS G. MOUNT - GEN	10-100-50700	21.86
COMMERCE CREDIT CARD SE	5150	05/30/2025	SAMS CLUB CONCESSIONS, WIPES, TRSH BGS - PKS	30-800-50200	2,320.32
COMMERCE CREDIT CARD SE	5150	05/30/2025	SAMS CLUB CONCESSIONS, WIPES, TRSH BGS - PKS	30-800-50550	193.56
COMMERCE CREDIT CARD SE	6439	05/30/2025	FILLOUT.COM SUBSC FILLABLE FORMS W/SIGN - W/S	20-600-57400	90.00
COMMERCE CREDIT CARD SE	6439	05/30/2025	FILLOUT.COM SUBSC FILLABLE FORMS W/SIGN - W/S	20-700-57400	90.00
COMMERCE CREDIT CARD SE	ECONO	05/30/2025	ECONO SIGN REFLECTIVE SIGN LETTERING - STS	10-300-50130	201.46
COMMERCE CREDIT CARD SE	PURDY	05/30/2025	COMFORT SUITES PREDATOR TRAINING PURDY - LAW	10-200-56900	245.84
COMMERCE CREDIT CARD SE	W2W 5-15-25	05/30/2025	WHENTOWORK STAFFING PROG- PKS	30-800-57400	264.00
COMMERCE CREDIT CARD SE	40794	06/04/2025	INDEED ADV LABORER - STS	10-300-55200	219.78
COMMERCE CREDIT CARD SE	BULLSEYE	06/04/2025	BULLSEYE FUEL FOR NEW TRUCK - PKS	30-800-70000	53.01
COMMERCE CREDIT CARD SE	EMILY	06/04/2025	POLLACK PEACEBUILDING DE-ESCALATION TRN EMILY-W/S	20-600-56950	44.50
COMMERCE CREDIT CARD SE	EMILY	06/04/2025	POLLACK PEACEBUILDING DE-ESCALATION TRN EMILY-W/S	20-700-56950	44.50
COMMERCE CREDIT CARD SE	SARA	06/04/2025	POLLACK PEACEBUILDING DE-ESCALATION TRN SARA-W/S	20-600-56950	44.50
COMMERCE CREDIT CARD SE	SARA	06/04/2025	POLLACK PEACEBUILDING DE-ESCALATION TRN SARA-W/S	20-700-56950	44.50
COMMERCE CREDIT CARD SE	1691	06/05/2025	CROWN AWRDS SOCCER MEDALS - PKS	30-800-50180	1,085.62
COMMERCE CREDIT CARD SE	201-1	06/05/2025	MIDWEST POOL PUMP - PKS	30-800-50500	281.98
COMMERCE CREDIT CARD SE	2152	06/05/2025	FIX IT FITNESS LEG PRESS REPAIR - PKS	30-800-50400	85.00
COMMERCE CREDIT CARD SE	2747	06/05/2025	PIZZA HUT OVERNIGHT WRK ON SEWER LINE BRK - S	20-700-56900	116.12
COMMERCE CREDIT CARD SE	3477	06/05/2025	AMER RED CROSS LIFEGUARD MGT TRAINING - PKS	30-800-56950	150.00
COMMERCE CREDIT CARD SE	4553	06/05/2025	CANVA DESIGN SUBSCRIPT - PK	30-800-55800	119.40
COMMERCE CREDIT CARD SE	5-23 UPS	06/05/2025	THE UPS STR MAIL TO ATTY RE: G. WILLIAMS CASE-GEN	10-100-50750	51.66

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COMMERCE CREDIT CARD SE	5-28 NRTH TL	06/05/2025	NORTHRN TOOL EARTH AUGER EQUIP - PKS	30-800-52000	279.99
COMMERCE CREDIT CARD SE	5-28 UPS	06/05/2025	THE UPS STORE POSTAGE LAPTOP L. STONEHOUSE- GEN/W/S	10-100-50750	9.42
COMMERCE CREDIT CARD SE	5-28 UPS	06/05/2025	THE UPS STORE POSTAGE LAPTOP L. STONEHOUSE- GEN/W/S	20-600-50750	18.85
COMMERCE CREDIT CARD SE	5-28 UPS	06/05/2025	THE UPS STORE POSTAGE LAPTOP L. STONEHOUSE- GEN/W/S	20-700-50750	18.84
COMMERCE CREDIT CARD SE	5-29 TROP SNW	06/05/2025	WESSLEY ENT CAMP FIELD TRIP TROP-SNO - PKS	30-800-50177	159.00
COMMERCE CREDIT CARD SE	7737	06/05/2025	RICE EQT VULCAN RANGE REPAIR COMM BLDG - PKS	30-800-71100	155.00
COMMERCE CREDIT CARD SE	7913	06/05/2025	THE LIFEGUARD STR VELCRO BACKBOARD STRAP - PKS	30-800-50140	59.54
COMMERCE CREDIT CARD SE	872	06/05/2025	MOTION IND ELECTRIC MOTOR FOR POOL EQUIP - PK	30-800-50500	2,245.31
COMMERCE CREDIT CARD SE	8756	06/05/2025	AMER RED CROSS CPR TRAINING - PKS	30-800-56950	148.00
COMMERCE CREDIT CARD SE	9147	06/05/2025	POOLWEB.COM CHEMTROL PH PROBE - PKS	30-800-50500	404.41
COMMERCE CREDIT CARD SE	9426	06/05/2025	AMER RED CROSS LIFEGUARD CLASSES CERTS - PKS	30-800-50140	470.00
COMMERCE CREDIT CARD SE	9438	06/05/2025	CROWN AWRDS CONTEST TROPHIES FREEDOM FEST - PK	30-800-50450	139.95
COMMERCE CREDIT CARD SE	9652	06/05/2025	AMER RED CROSS LIFEGUARD CERTS - PKS	30-800-50140	235.00
COMMERCE CREDIT CARD SE	A LANE	06/05/2025	FCS REGISTRY ADDISON LANE CAMP - PKS	30-800-50177	15.55
COMMERCE CREDIT CARD SE	BRINKLEY	06/05/2025	FCS REGISTRY ANDREA BRINKLEY - PKS	30-800-50177	15.55
COMMERCE CREDIT CARD SE	CRWN AWRDS	06/05/2025	CROWN AWRDS PARADE TROPHIES FREEDOM FEST - PK	30-800-50450	71.88
COMMERCE CREDIT CARD SE	DUVALL	06/05/2025	FCS REGISTRY ABIGAIL DUVALL CAMP - PKS	30-800-50177	15.55
COMMERCE CREDIT CARD SE	LANE	06/05/2025	FCS REGISTRY PEYTON LANE CAMP - PKS	30-800-50177	15.55
COMMERCE CREDIT CARD SE	REFUND	06/05/2025	MOWILDFLOWERS.NET REFUND - PKS	30-800-50110	-35.19
COMMERCE CREDIT CARD SE	WYZE	06/05/2025	WYZE CAMERA SUBSCRIPT - PKS	30-800-55800	59.96
COMMERCE CREDIT CARD SE	155-0	06/06/2025	ADMIRAL EXPRESS COPY PAPER - ALL DEPTS	10-100-50700	80.46
COMMERCE CREDIT CARD SE	155-0	06/06/2025	ADMIRAL EXPRESS COPY PAPER - ALL DEPTS	10-250-50700	40.23
COMMERCE CREDIT CARD SE	155-0	06/06/2025	ADMIRAL EXPRESS COPY PAPER - ALL DEPTS	10-400-50700	40.23
COMMERCE CREDIT CARD SE	155-0	06/06/2025	ADMIRAL EXPRESS COPY PAPER - ALL DEPTS	20-600-50700	80.46
COMMERCE CREDIT CARD SE	155-0	06/06/2025	ADMIRAL EXPRESS COPY PAPER - ALL DEPTS	20-700-50700	80.46
COMMERCE CREDIT CARD SE	1858	06/06/2025	HRB FRT MICRO FBR CLTH, TPE MSURE, ELE CLEANER-W/	20-600-50130	42.10
COMMERCE CREDIT CARD SE	1858	06/06/2025	HRB FRT MICRO FBR CLTH, TPE MSURE, ELE CLEANER-W/	20-600-52000	336.48
COMMERCE CREDIT CARD SE	1858	06/06/2025	HRB FRT MICRO FBR CLTH, TPE MSURE, ELE CLEANER-W/	20-700-50130	42.09
COMMERCE CREDIT CARD SE	1858	06/06/2025	HRB FRT MICRO FBR CLTH, TPE MSURE, ELE CLEANER-W/	20-700-52000	336.47
COMMERCE CREDIT CARD SE	503	06/06/2025	TRAFFC SAFTY WAREHS REFLCTR SGN HOFFMN HLS- STS	10-300-50130	74.02

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COMMERCE CREDIT CARD SE	5-16	06/06/2025	BMI MUSIC LICENSING - PKS	30-800-55800	446.00
Vendor COMMGN - COMMERCE CREDIT CARD SERVICES Total:					12,414.28
Vendor: CON170 - CONCO COMPANIES					
CONCO COMPANIES	102	06/05/2025	CONCRETE BLKS-HOFFMAN HILLS ST SGN REPAIR - STS	10-300-51000	100.00
CONCO COMPANIES	529	06/05/2025	1" DIRTY BASE - HOFFMAN HILLS CAUTION SIGNS - STS	10-300-51000	41.86
CONCO COMPANIES	6790	06/05/2025	CONCRETE BLKS - 94 FORCE MAIN SEWER REPAIR - S	20-700-51000	50.00
CONCO COMPANIES	8223	06/05/2025	LOAD OF AGSAND FOR FORCE MAIN SEWER REPAIR - S	20-700-51000	31.68
Vendor CON170 - CONCO COMPANIES Total:					223.54
Vendor: DAV100 - DAVID DORAN,ATTORNEY AT LAW					
DAVID DORAN,ATTORNEY AT L	6-2-25	06/04/2025	MUNICIPAL JUDGE FEES - CT	10-250-56400	900.00
Vendor DAV100 - DAVID DORAN,ATTORNEY AT LAW Total:					900.00
Vendor: DWH100 - DIG WISE HYDRO INC					
DIG WISE HYDRO INC	1860	06/05/2025	VACUUMED MTR PITS FOR REPLCMNT & MAINT - W	20-600-51000	5,037.50
Vendor DWH100 - DIG WISE HYDRO INC Total:					5,037.50
Vendor: DNS100 - DNS EQUIPMENT LLC					
DNS EQUIPMENT LLC	25-1322	06/04/2025	HYPOCHLORITE SOLUTION - WELL TREATMENT - W	20-600-50000	1,264.30
Vendor DNS100 - DNS EQUIPMENT LLC Total:					1,264.30
Vendor: FAD100 - FIRST AYD CORP					
FIRST AYD CORP	7505	06/05/2025	WHT SPRAY PNT, LENS TOWELETES, HND SANITIZING-STS	10-300-50130	238.44
Vendor FAD100 - FIRST AYD CORP Total:					238.44
Vendor: SFX100 - FOX, SHANE					
FOX, SHANE	APR	06/06/2025	REIM CELL PHONE APR - STS/W/S	10-300-61000	10.00
FOX, SHANE	APR	06/06/2025	REIM CELL PHONE APR - STS/W/S	20-600-61000	20.00
FOX, SHANE	APR	06/06/2025	REIM CELL PHONE APR - STS/W/S	20-700-61000	20.00
FOX, SHANE	MAY	06/06/2025	REIM CELL PHONE MAY - STS/W/S	10-300-61000	10.00
FOX, SHANE	MAY	06/06/2025	REIM CELL PHONE MAY - STS/W/S	20-600-61000	20.00
FOX, SHANE	MAY	06/06/2025	REIM CELL PHONE MAY - STS/W/S	20-700-61000	20.00
Vendor SFX100 - FOX, SHANE Total:					100.00
Vendor: GNC100 - GENERAL CODE INC					
GENERAL CODE INC	1620	06/05/2025	CODE BOOK SUPPLEMENTAL PAGES - GEN	10-100-50700	1,009.00
Vendor GNC100 - GENERAL CODE INC Total:					1,009.00
Vendor: HED200 - HEARTLAND ENVIRONMENTAL DISTRIBUTORS INC					
HEARTLAND ENVIRONMENTA	6078	06/05/2025	BLUE MRKNG FLGS, GREEN MRKNG FLGS- W / S	20-600-50130	183.88
HEARTLAND ENVIRONMENTA	6078	06/05/2025	BLUE MRKNG FLGS, GREEN MRKNG FLGS- W / S	20-700-50130	183.88
Vendor HED200 - HEARTLAND ENVIRONMENTAL DISTRIBUTORS INC Total:					367.76
Vendor: HIL100 - HILLYARD INC/ SPRINGFIELD					
HILLYARD INC/ SPRINGFIELD	8071	06/05/2025	PAPER TISSUE AND TOWELS - PKS	30-800-50550	473.56
Vendor HIL100 - HILLYARD INC/ SPRINGFIELD Total:					473.56
Vendor: IIM100 - INTERNATIONAL CYBERNETICS COMPANY LP					
INTERNATIONAL CYBERNETIC	250531-52	06/06/2025	STREET MAPPING PROJ - STS	10-300-95500	2,025.00
Vendor IIM100 - INTERNATIONAL CYBERNETICS COMPANY LP Total:					2,025.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: JHA100 - JAMESON HEATING & AIR					
JAMESON HEATING & AIR	164	06/05/2025	SERVICE CALL WEST SIDE REC CENTER AIR - PKS	30-800-50500	250.00
JAMESON HEATING & AIR	193	06/05/2025	SERVICE CALL REC CENTER AIR - PKS	30-800-50500	200.00
Vendor JHA100 - JAMESON HEATING & AIR Total:					450.00
Vendor: JAY580 - JAY KEY SERVICE, INC.					
JAY KEY SERVICE, INC.	139	06/04/2025	REPAIR CYLINDER BREAKRM DOOR - GEN	10-100-50500	17.00
JAY KEY SERVICE, INC.	680	06/05/2025	KEYS - PKS	30-800-50500	21.65
Vendor JAY580 - JAY KEY SERVICE, INC. Total:					38.65
Vendor: JCI200 - JCI INDUSTRIES INC					
JCI INDUSTRIES INC	1609	06/06/2025	PUMP REPLCMNT MEADWS EAST - S	20-700-95100	3,250.00
Vendor JCI200 - JCI INDUSTRIES INC Total:					3,250.00
Vendor: JRM101 - JIM REA MUSIC AND FILM LLC					
JIM REA MUSIC AND FILM LLC	161	06/05/2025	FREEDOM FEST MUSIC, PRODUCTION, MGT FEE -- PKS	30-800-50450	2,500.00
Vendor JRM101 - JIM REA MUSIC AND FILM LLC Total:					2,500.00
Vendor: LNS100 - LANESHIFT					
LANESHIFT	6403	06/05/2025	PROF SERV MASTR TRNSPORTATN PLN - P&D	10-400-56400	81.25
Vendor LNS100 - LANESHIFT Total:					81.25
Vendor: LML100 - LAUBER AND ASSOCIATES MUNICIPAL LAW LLC					
LAUBER AND ASSOCIATES MU	30461	06/05/2025	IWORQ LEGAL ISSUE - P&D	10-400-56200	262.50
LAUBER AND ASSOCIATES MU	30460	06/06/2025	CITY PROSECUTOR FEES - LAW	10-200-56400	5,795.50
Vendor LML100 - LAUBER AND ASSOCIATES MUNICIPAL LAW LLC Total:					6,058.00
Vendor: LEG250 - LEGALSHIELD					
LEGALSHIELD	5-25	06/04/2025	GROUP INS MCCLAIN & SHIPLEY-LAW	10-200-93000	29.90
Vendor LEG250 - LEGALSHIELD Total:					29.90
Vendor: LGE100 - LINDE GAS & EQUIPMENT INC					
LINDE GAS & EQUIPMENT INC	2082	06/05/2025	ACETYLENE, CO2 GAS- SHOP USE - STS / W / S	10-300-50130	13.66
LINDE GAS & EQUIPMENT INC	2082	06/05/2025	ACETYLENE, CO2 GAS- SHOP USE - STS / W / S	20-600-50130	27.32
LINDE GAS & EQUIPMENT INC	2082	06/05/2025	ACETYLENE, CO2 GAS- SHOP USE - STS / W / S	20-700-50130	27.32
Vendor LGE100 - LINDE GAS & EQUIPMENT INC Total:					68.30
Vendor: LOW505 - LOWE'S CREDIT SERVICES					
LOWE'S CREDIT SERVICES	91739	06/04/2025	SAKRETE 80LB CONCRETE- SEWER LK OLD WILLARD RD-S	20-700-51000	130.25
LOWE'S CREDIT SERVICES	80518	06/05/2025	SUPPLIES JCKSN ST ELEC UPGRD - PKS	30-800-95100	1,780.48
LOWE'S CREDIT SERVICES	87441	06/05/2025	CONDUIT,SAKRETE,BLTS/NTS, WSHRS JCKSN ST ELEC-PKS	30-800-95100	291.98
LOWE'S CREDIT SERVICES	87968	06/05/2025	DIVING BOARD PARTS, COMM BLDG MAINT PARTS - PKS	30-800-50500	36.83
LOWE'S CREDIT SERVICES	87968	06/05/2025	DIVING BOARD PARTS, COMM BLDG MAINT PARTS - PKS	30-800-51000	54.78
LOWE'S CREDIT SERVICES	93686	06/05/2025	LOCKS, DEADBOLTS FOR POOL BUILDING - PKS	30-800-50500	53.92
LOWE'S CREDIT SERVICES	93742	06/05/2025	RETURN - PKS	30-800-50500	-11.86
LOWE'S CREDIT SERVICES	98632	06/05/2025	CONDUIT,PIPE CLMPS,MISC SUPP JCKSN ELEC UPGRD-PKS	30-800-95100	1,049.01
Vendor LOW505 - LOWE'S CREDIT SERVICES Total:					3,385.39

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: MID125 - MIDWEST METER INC					
MIDWEST METER INC	8371	06/05/2025	2" E-SERIES GAL HRE W/ITRON, 2' RUB GSKT EL DR	20-600-52500	3,963.50
Vendor MID125 - MIDWEST METER INC Total:					3,963.50
Vendor: MOC100 - MISSOURI ONE CALL SYSTEM, INC					
MISSOURI ONE CALL SYSTEM,	5050322	06/04/2025	PROF LOCATE FEES-W/S	20-600-56400	126.90
MISSOURI ONE CALL SYSTEM,	5050322	06/04/2025	PROF LOCATE FEES-W/S	20-700-56400	126.90
Vendor MOC100 - MISSOURI ONE CALL SYSTEM, INC Total:					253.80
Vendor: MPC460 - MISSOURI POLICE CHIEFS ASSOCIATION					
MISSOURI POLICE CHIEFS ASS	19194	06/06/2025	2025-2026 COMMAND COLLEGE S. SHIPLEY - LAW	10-200-56950	4,750.00
Vendor MPC460 - MISSOURI POLICE CHIEFS ASSOCIATION Total:					4,750.00
Vendor: MIS320 - MO DEPT OF NATURAL RESOURCES					
MO DEPT OF NATURAL RESOU	7740	06/05/2025	AQUATIC CENTER OPERATING PERMIT - PKS	30-800-55800	200.00
Vendor MIS320 - MO DEPT OF NATURAL RESOURCES Total:					200.00
Vendor: HYP100 - NITEL LLC					
NITEL LLC	6178	06/04/2025	INTERNET-LAW	10-200-61050	732.59
Vendor HYP100 - NITEL LLC Total:					732.59
Vendor: OIS160 - ONLINE INFORMATION SERVICES INC					
ONLINE INFORMATION SERVI	8206	06/04/2025	UTIL EXCHG REPORT-W/S	20-600-56400	57.72
ONLINE INFORMATION SERVI	8206	06/04/2025	UTIL EXCHG REPORT-W/S	20-700-56400	57.72
Vendor OIS160 - ONLINE INFORMATION SERVICES INC Total:					115.44
Vendor: ORE145 - O'REILLY AUTOMOTIVE, INC					
O'REILLY AUTOMOTIVE, INC	1565	06/04/2025	MOTOR OIL UNIT 1602 - LAW	10-200-71000	6.48
O'REILLY AUTOMOTIVE, INC	8143	06/04/2025	LIGHTS - WORK TRUCK - STS / W / S	10-300-71000	4.06
O'REILLY AUTOMOTIVE, INC	8143	06/04/2025	LIGHTS - WORK TRUCK - STS / W / S	20-600-71000	8.12
O'REILLY AUTOMOTIVE, INC	8143	06/04/2025	LIGHTS - WORK TRUCK - STS / W / S	20-700-71000	8.12
O'REILLY AUTOMOTIVE, INC	9045	06/04/2025	14OZ GREASE - SHOP SPLYS - STS / W / S	10-300-50130	1.70
O'REILLY AUTOMOTIVE, INC	9045	06/04/2025	14OZ GREASE - SHOP SPLYS - STS / W / S	20-600-50130	3.39
O'REILLY AUTOMOTIVE, INC	9045	06/04/2025	14OZ GREASE - SHOP SPLYS - STS / W / S	20-700-50130	3.40
O'REILLY AUTOMOTIVE, INC	9452	06/04/2025	ANTIFREZ, P/S FLD, HOSE CLMPS-LAGOON TRACTOR - S	20-700-71100	30.85
O'REILLY AUTOMOTIVE, INC	1586	06/05/2025	RUST PENTRNT - PKS	30-800-71000	15.98
O'REILLY AUTOMOTIVE, INC	1589	06/05/2025	(2) 15-40-1 1GAL MTR OIL FOR TRACTOR- STS / W / S	10-300-71100	6.40
O'REILLY AUTOMOTIVE, INC	1589	06/05/2025	(2) 15-40-1 1GAL MTR OIL FOR TRACTOR- STS / W / S	20-600-71100	12.79
O'REILLY AUTOMOTIVE, INC	1589	06/05/2025	(2) 15-40-1 1GAL MTR OIL FOR TRACTOR- STS / W / S	20-700-71100	12.79
Vendor ORE145 - O'REILLY AUTOMOTIVE, INC Total:					114.08
Vendor: OZA255 - OZARKS COCA COLA					
OZARKS COCA COLA	6632	06/04/2025	CONCESSIONS - PKS	30-800-50200	242.00
OZARKS COCA COLA	785	06/04/2025	CONCESSIONS - PKS	30-800-50200	1,044.24
Vendor OZA255 - OZARKS COCA COLA Total:					1,286.24
Vendor: RAN175 - RANDALL A. BROWN					
RANDALL A. BROWN	7291	06/04/2025	BLDG INSPECTIONS & ZONING CONSLT - P&D	10-400-55600	1,095.00
Vendor RAN175 - RANDALL A. BROWN Total:					1,095.00
Vendor: LIN200 - ROTA L. STONEHOUSE					
ROTA L. STONEHOUSE	052325	06/04/2025	DATA COMPILATION- GEN/CT/LAW/PW	10-100-55600	30.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ROTA L. STONEHOUSE	052325	06/04/2025	DATA COMPILATION- GEN/CT/LAW/PW	10-200-55600	15.00
ROTA L. STONEHOUSE	052325	06/04/2025	DATA COMPILATION- GEN/CT/LAW/PW	10-250-56400	15.00
ROTA L. STONEHOUSE	052325	06/04/2025	DATA COMPILATION- GEN/CT/LAW/PW	20-700-55600	30.00
Vendor LIN200 - ROTA L. STONEHOUSE Total:					90.00
Vendor: S&H410 - S&H FARM SUPPLY INC					
S&H FARM SUPPLY INC	P85759	06/04/2025	OIL CHG KIT, OIL GRD, FUEL FILTER-MOWER MAINT- STS	10-300-71100	230.03
Vendor S&H410 - S&H FARM SUPPLY INC Total:					230.03
Vendor: SPS150 - SCHENDEL PEST SERVICES					
SCHENDEL PEST SERVICES	3693	06/04/2025	PEST CONTROL-ALL	10-100-50130	25.00
SCHENDEL PEST SERVICES	3693	06/04/2025	PEST CONTROL-ALL	10-200-50130	35.00
SCHENDEL PEST SERVICES	3693	06/04/2025	PEST CONTROL-ALL	10-250-50130	5.00
SCHENDEL PEST SERVICES	3693	06/04/2025	PEST CONTROL-ALL	10-300-50130	10.00
SCHENDEL PEST SERVICES	3693	06/04/2025	PEST CONTROL-ALL	10-400-50130	5.00
SCHENDEL PEST SERVICES	3693	06/04/2025	PEST CONTROL-ALL	20-600-50130	30.00
SCHENDEL PEST SERVICES	3693	06/04/2025	PEST CONTROL-ALL	20-700-50130	30.00
SCHENDEL PEST SERVICES	3693	06/04/2025	PEST CONTROL-ALL	30-800-50130	40.00
Vendor SPS150 - SCHENDEL PEST SERVICES Total:					180.00
Vendor: SCH175 - SCHULTE SUPPLY, INC.					
SCHULTE SUPPLY, INC.	9019.001	06/06/2025	HVY DTY GAS TRASH PUMP, HOSE KIT -PIT CLEAN OUT- W	20-600-52000	1,887.40
SCHULTE SUPPLY, INC.	9069.001	06/06/2025	ICS POWERGRIT CHAINS, GUIDEBAR FOR SAW - STS	10-300-51000	1,785.00
Vendor SCH175 - SCHULTE SUPPLY, INC. Total:					3,672.40
Vendor: SCP100 - SCP DISTRIBUTORS LLC					
SCP DISTRIBUTORS LLC	3716	06/04/2025	ID NECK BANDS, CPR MSK COMBOS, STD PENNANTS-PKS	30-800-50140	159.20
SCP DISTRIBUTORS LLC	3745	06/04/2025	VINYL UMBRELLA - PKS	30-800-50140	142.63
Vendor SCP100 - SCP DISTRIBUTORS LLC Total:					301.83
Vendor: SPR275 - SPRINGFIELD WINWATER WORKS CO					
SPRINGFIELD WINWATER WO	5067 01	06/05/2025	(2) MANHOLE COVER HOOK - SEWER SPLYS - S	20-700-52000	69.48
SPRINGFIELD WINWATER WO	5089 01	06/05/2025	040392 6x13 SWIVXSOL HYD ADPT, PVC MTR PIT - W	20-600-51000	3,390.20
SPRINGFIELD WINWATER WO	653 01	06/05/2025	REPR KIT, SWNG FLEX CHK VALVE LFT STN D - S	20-700-51000	1,875.00
SPRINGFIELD WINWATER WO	722 03	06/05/2025	3895SB 8X3/4 CC HNGED SADDLE-COWBOY CH PROJECT -W	20-600-51000	205.06
SPRINGFIELD WINWATER WO	888 01	06/05/2025	18" FLAT METER LIDS, MANHOLE CVR HK- WTR SPLY- W	20-600-50130	586.34
SPRINGFIELD WINWATER WO	646 01	06/06/2025	CPLNGS,TRACR WIRE,MISC SPLYS MAIN RPLC LANGSTON- W	20-600-95100	10,229.10
Vendor SPR275 - SPRINGFIELD WINWATER WORKS CO Total:					16,355.18
Vendor: SQB100 - SQUIBB MEDIA, LLC					
SQUIBB MEDIA, LLC	1243	06/04/2025	PLANNING & ZONING MEETNG NOTICE HOFF HLS P	10-400-55200	45.40
SQUIBB MEDIA, LLC	1244	06/04/2025	MEET ANNOUNCMNT BRD OF ALDRMN HOFF HLS PH1 - GEN	10-100-55200	44.04
SQUIBB MEDIA, LLC	1245	06/04/2025	TRASH/RECYC SERVICE BIDS NOTICE - GEN	10-100-55200	18.28
SQUIBB MEDIA, LLC	1247	06/04/2025	SOFTWARE SERVICE BIDS NOTICE - GEN	10-100-55200	18.28
SQUIBB MEDIA, LLC	1248	06/04/2025	PLANNING & ZONING MEETNG NOTICE FENCE MLR	10-400-55200	45.40

Expense Approval Report 1

Post Dates: 5/24/25 Item # 2.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SQUIBB MEDIA, LLC	1249	06/04/2025	MEET ANNOUNCMNT BRD OF ALDRMN FENCE MLR RD - GE	10-100-55200	44.04
SQUIBB MEDIA, LLC	1246	06/06/2025	CELL PHONE SERVICE BIDS NOTICE - GEN	10-100-55200	19.63
Vendor SQB100 - SQUIBB MEDIA, LLC Total:					235.07
Vendor: SUN275 - SUNNY COMMUNICATIONS, INC.					
SUNNY COMMUNICATIONS, I	151664	06/06/2025	(12) MOTOROLA BATTERIES FOR RADIOS - LAW	10-200-50130	686.49
Vendor SUN275 - SUNNY COMMUNICATIONS, INC. Total:					686.49
Vendor: DAR200 - TALLENT AUTOMOTIVE INC					
TALLENT AUTOMOTIVE INC	18277	06/05/2025	BRAKE LGHT SWTCH, BRK PDS, BRK HOSE-TRK #106- S	20-700-71000	1,107.20
Vendor DAR200 - TALLENT AUTOMOTIVE INC Total:					1,107.20
Vendor: GTR100 - THE GOODYEAR TIRE & RUBBER CO					
THE GOODYEAR TIRE & RUBB	4916	06/04/2025	SET NEW TIRES #4 - LAW	10-200-71000	650.43
Vendor GTR100 - THE GOODYEAR TIRE & RUBBER CO Total:					650.43
Vendor: TRH100 - TREVOR HOFFMAN					
TREVOR HOFFMAN	MAY 25	06/04/2025	MAY PHONE REIM - STS/W/S	10-300-61000	10.00
TREVOR HOFFMAN	MAY 25	06/04/2025	MAY PHONE REIM - STS/W/S	20-600-61000	20.00
TREVOR HOFFMAN	MAY 25	06/04/2025	MAY PHONE REIM - STS/W/S	20-700-61000	20.00
Vendor TRH100 - TREVOR HOFFMAN Total:					50.00
Vendor: WSP100 - TURN 2 APPAREL LLC					
TURN 2 APPAREL LLC	15853	06/04/2025	SOCCER SHIRT - PKS	30-800-50150	5.60
TURN 2 APPAREL LLC	15947	06/04/2025	SOCCER SHIRTS - PKS	30-800-50150	39.20
TURN 2 APPAREL LLC	15949	06/04/2025	VOLLEYBALL SHIRTS - PKS	30-800-50150	11.20
TURN 2 APPAREL LLC	110	06/05/2025	CAMP SHIRTS - PKS	30-800-50177	1,057.50
TURN 2 APPAREL LLC	152	06/05/2025	TBALL SHIRTS - PKS	30-800-50150	280.00
Vendor WSP100 - TURN 2 APPAREL LLC Total:					1,393.50
Vendor: VOA100 - VENTURE OUTDOOR ADVERTISING, LLC					
VENTURE OUTDOOR ADVERTI	2983	06/05/2025	BILLBOARDS FOR FREEDOM FEST - PKS	30-800-50450	800.00
Vendor VOA100 - VENTURE OUTDOOR ADVERTISING, LLC Total:					800.00
Vendor: AMK100 - VESTIS					
VESTIS	40561	06/04/2025	PW DEPT UNIFORM SERVICE - STS / W / S	10-300-92500	7.74
VESTIS	40561	06/04/2025	PW DEPT UNIFORM SERVICE - STS / W / S	20-600-92500	15.49
VESTIS	40561	06/04/2025	PW DEPT UNIFORM SERVICE - STS / W / S	20-700-92500	15.48
VESTIS	313	06/05/2025	PW DEPT UNIFORM SERVICE - STS / W / S	10-300-92500	7.74
VESTIS	313	06/05/2025	PW DEPT UNIFORM SERVICE - STS / W / S	20-600-92500	15.49
VESTIS	313	06/05/2025	PW DEPT UNIFORM SERVICE - STS / W / S	20-700-92500	15.48
Vendor AMK100 - VESTIS Total:					77.42
Vendor: WAL110 - WALMART CAPITAL ONE					
WALMART CAPITAL ONE	5-15	06/04/2025	SAMS CHIPS, POPCICLES - PKS	30-800-50200	78.98
WALMART CAPITAL ONE	5-19	06/04/2025	SAMS SNACKS - PKS	30-800-50200	59.88
WALMART CAPITAL ONE	5-19 SAMS	06/04/2025	SAMS CANDY - PKS	30-800-50200	352.04
Vendor WAL110 - WALMART CAPITAL ONE Total:					490.90
Vendor: WYO100 - WESLEY YOUNG					
WESLEY YOUNG	JUN	06/04/2025	PHONE REIM JUN - GEN	10-100-61000	50.00
Vendor WYO100 - WESLEY YOUNG Total:					50.00
Vendor: WTV100 - WILLARD HOME CENTER LLC					
WILLARD HOME CENTER LLC	2137	06/04/2025	SILILUBRCNT,GATE HINGE (SOCCER),HYD CEMNT(POOL)- PKS	30-800-50500	72.86

Expense Approval Report 1

Post Dates: 5/24/

Item # 2. 25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WILLARD HOME CENTER LLC	2575	06/04/2025	READY MX, TROWELS, PAIL POOL - PKS	30-800-50500	19.14
WILLARD HOME CENTER LLC	2761	06/04/2025	HERBICIDE - PKS	30-800-50110	108.49
WILLARD HOME CENTER LLC	2772	06/04/2025	PLUMB FITTINGS POOL - PKS	30-800-50500	4.58
WILLARD HOME CENTER LLC	2974	06/04/2025	LAG SCREWS, IM STL PIPE - WATER PIT REPAIR - W	20-600-51000	53.94
WILLARD HOME CENTER LLC	2982	06/04/2025	ELECTRCL ACCESS FITTING BASEBALL FLD SHED - PKS	30-800-50500	4.94
WILLARD HOME CENTER LLC	2993	06/04/2025	2" BRS FPT BALL VLVE, 2X4 GALV NIPPLE-SEWER BRK-S	20-700-51000	99.87
WILLARD HOME CENTER LLC	3041	06/04/2025	STIHL 18" 3/8 BLADES, ADJ PLIERS-SEWER REPAIR - S	20-700-51000	123.86
WILLARD HOME CENTER LLC	3042	06/04/2025	1/2" MPT PLG, 3/4" PLG, 1" PLG-MTR REMVL FR 80- W	20-600-51000	16.86
WILLARD HOME CENTER LLC	3451	06/04/2025	24PK MTL STAPLES, GANG SWITCH BXS-STX / W / S	10-300-50130	2.08
WILLARD HOME CENTER LLC	3451	06/04/2025	24PK MTL STAPLES, GANG SWITCH BXS-STX / W / S	20-600-50130	4.17
WILLARD HOME CENTER LLC	3451	06/04/2025	24PK MTL STAPLES, GANG SWITCH BXS-STX / W / S	20-700-50130	4.16
WILLARD HOME CENTER LLC	90065	06/04/2025	MESH, FRAC SS CALIPER, ZINC QCK LNK LS D - S	20-700-51000	76.12
WILLARD HOME CENTER LLC	90194	06/04/2025	WEED EATER STRING - PKS	30-800-71100	89.00
WILLARD HOME CENTER LLC	90264	06/04/2025	3/8"X1/16"X45' BUTYL TAPE COMM BLDG - PKS	30-800-50500	7.89
WILLARD HOME CENTER LLC	9711	06/04/2025	NITRL GLOVES, CONCRETE MIX, PVC ADPTRS POOL- PKS	30-800-50500	13.28
WILLARD HOME CENTER LLC	9711	06/04/2025	NITRL GLOVES, CONCRETE MIX, PVC ADPTRS POOL- PKS	30-800-56500	29.99
WILLARD HOME CENTER LLC	9747	06/04/2025	CUT KEYS - PKS	30-800-50130	28.66
WILLARD HOME CENTER LLC	163	06/05/2025	CONCRETE FORM TUBES JCKSN ST PRK ELEC UPGRD -P	30-800-95100	27.68
WILLARD HOME CENTER LLC	191	06/05/2025	GRIT GRIND WHEEL, BUG SPRAY - PKS	30-800-52000	7.19
WILLARD HOME CENTER LLC	191	06/05/2025	GRIT GRIND WHEEL, BUG SPRAY - PKS	30-800-56500	6.29
WILLARD HOME CENTER LLC	192	06/05/2025	GRND PGTAIL,TGHT CONNCTRS,250' CBL AUTOMTC DR-GEN	10-100-50500	15.14
WILLARD HOME CENTER LLC	317	06/05/2025	PTFE TAPE, SHOWER HEAD - PKS	30-800-50500	21.72
WILLARD HOME CENTER LLC	322	06/05/2025	GATOR MOP, BROOM, TRASH CAN - STS / W / S	10-300-50550	18.04
WILLARD HOME CENTER LLC	322	06/05/2025	GATOR MOP, BROOM, TRASH CAN - STS / W / S	20-600-50550	36.07
WILLARD HOME CENTER LLC	322	06/05/2025	GATOR MOP, BROOM, TRASH CAN - STS / W / S	20-700-50550	36.08
WILLARD HOME CENTER LLC	3545	06/05/2025	100Z EXTREME LIQ NAILS - HOFFMAN HILLS SIGNS - STS	10-300-51000	4.76
WILLARD HOME CENTER LLC	356	06/05/2025	PAINT AND PAINT SUPPLIES FOR POOL - PKS	30-800-50500	62.58
WILLARD HOME CENTER LLC	3882	06/05/2025	MP PLAS PIPE/HSE CUTTER- HIBACHI TRK HK UP - W	20-600-52000	13.04
WILLARD HOME CENTER LLC	4017	06/05/2025	CONDUIT JCKSN ST PRK ELEC UPGRD -PKS	30-800-95100	211.90
WILLARD HOME CENTER LLC	4049	06/05/2025	SHARPEN LBOR, GRAB HKS, SWIV LNK, ROPE HNDLE-STX	10-300-50130	92.34
WILLARD HOME CENTER LLC	4057	06/05/2025	GAL CLR AMMONIA, HANDLE, SQUEEGE- STS / W / S	10-300-50130	8.93
WILLARD HOME CENTER LLC	4057	06/05/2025	GAL CLR AMMONIA, HANDLE, SQUEEGE- STS / W / S	20-600-50130	17.87
WILLARD HOME CENTER LLC	4057	06/05/2025	GAL CLR AMMONIA, HANDLE, SQUEEGE- STS / W / S	20-700-50130	17.86

Expense Approval Report 1

Post Dates: 5/24/25

Item # 2.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WILLARD HOME CENTER LLC	590	06/05/2025	BOLTS, STOPS, DEADBOLT, LUMBER POOL - PKS	30-800-50500	196.26
WILLARD HOME CENTER LLC	605	06/05/2025	(2) VALV QT MOTOR OIL - FOR WTR PUMP MOTOR - W	20-600-51000	12.58
WILLARD HOME CENTER LLC	608	06/05/2025	1X3 SCH 80 NIPP POOL REPAIR - PKS	30-800-50500	1.16
WILLARD HOME CENTER LLC	654	06/05/2025	MISC SCREWS - SIGN SPLYS - STS	10-300-50130	11.66
WILLARD HOME CENTER LLC	805	06/05/2025	SHARPENING LABOR, SONIC SDS BIT- STS	10-300-71100	14.09
WILLARD HOME CENTER LLC	822	06/05/2025	3X2D STL SWITCH BOX- SHP ELEC REPAIRS-STS/W/S	10-300-95100	1.62
WILLARD HOME CENTER LLC	822	06/05/2025	3X2D STL SWITCH BOX- SHP ELEC REPAIRS-STS/W/S	20-600-95100	3.23
WILLARD HOME CENTER LLC	822	06/05/2025	3X2D STL SWITCH BOX- SHP ELEC REPAIRS-STS/W/S	20-700-95100	3.23
WILLARD HOME CENTER LLC	831	06/05/2025	7/8" AUGER BIT, SHP ELEC REPAIRS-STS / W / S	10-300-95100	14.53
WILLARD HOME CENTER LLC	831	06/05/2025	7/8" AUGER BIT, SHP ELEC REPAIRS-STS / W / S	20-600-95100	29.07
WILLARD HOME CENTER LLC	831	06/05/2025	7/8" AUGER BIT, SHP ELEC REPAIRS-STS / W / S	20-700-95100	29.06
WILLARD HOME CENTER LLC	873	06/05/2025	1/2PT THRD SEALANT- HIBACHI TRK HK UP - W	20-600-50130	12.14
WILLARD HOME CENTER LLC	882	06/05/2025	SEAL TAPE, PUTTY , CEMENT, CONNCTR - PKS	30-800-50500	19.49
WILLARD HOME CENTER LLC	922	06/05/2025	CUT KEY, DEADBOLTS - PKS	30-800-50500	67.47
WILLARD HOME CENTER LLC	974	06/05/2025	1 GAL GRASS / WEED KILLER - STS	10-300-51000	43.34
WILLARD HOME CENTER LLC	993	06/05/2025	FLY RIBBON, BLEACH, WASTE CAN - PKS	30-800-50140	16.64
Vendor WTV100 - WILLARD HOME CENTER LLC Total:					1,832.95
Vendor: EZA150 - WILLARD TIRE LLC					
WILLARD TIRE LLC	201	06/04/2025	FLAT REPAIR #10 - LAW	10-200-71000	25.00
WILLARD TIRE LLC	202	06/04/2025	FLAT REPAIR #10 - LAW	10-200-71000	25.00
Vendor EZA150 - WILLARD TIRE LLC Total:					50.00
Grand Total:					93,411.71

Report Summary

Fund Summary

Fund	Expense Amount
10 - GENERAL FUND	22,728.61
20 - WATER AND SEWER FUND	40,044.14
30 - PARKS FUND	30,638.96
Grand Total:	93,411.71

Account Summary

Account Number	Account Name	Expense Amount
10-100-50130	SUPPLIES-GCG	25.00
10-100-50500	BUILDING MAINTENANC	32.14
10-100-50550	CUSTODIAL SUPPLIES-GC	12.97
10-100-50700	OFFICE SUPPLIES-GCG	1,166.54
10-100-50750	POSTAGE-GCG	61.08
10-100-55200	ADVERTISING-GCG	144.27
10-100-55600	CONTRACT LABOR-GCG	30.00
10-100-61000	TELEPHONE-GCG	100.00
10-200-50130	SUPPLIES-LAW	721.49
10-200-55600	CONTRACT LABOR-LAW	15.00
10-200-56400	PROFESSIONAL-LAW	5,795.50
10-200-56900	TRAVEL EXPENSE-LAW	245.84
10-200-56950	TRAINING & EDUCATION	4,750.00
10-200-61050	INTERNET-LAW	732.59
10-200-71000	VEHICLE REPAIR & MAIN	706.91
10-200-93000	GROUP INSURANCE-LA	29.90
10-250-50130	SUPPLIES-COURT	5.00
10-250-50700	OFFICE SUPPLIES-COURT	40.23
10-250-56400	PROFESSIONAL-COURT	915.00
10-300-50130	SUPPLIES-STREETS	731.84
10-300-50550	CUSTODIAL SUPPLIES-ST	18.04
10-300-51000	REPAIRS AND MAINTEN	1,974.96
10-300-55200	ADVERTISING-ST	219.78
10-300-55850	EQUIPMENT RENTAL-ST	12.91
10-300-56500	SAFETY PROGRAM-STRE	20.99
10-300-61000	TELEPHONE-STREETS	30.00
10-300-71000	VEHICLE REPAIR & MAIN	33.93
10-300-71100	EQUIPMENT REPAIR &	250.52
10-300-92500	UNIFORMS-STREETS	15.48
10-300-95100	CAPITAL ASSET EXP-STRE	16.15
10-300-95500	CAPITAL ASSET EQUIPM	2,025.00
10-400-50130	SUPPLIES-P&D	5.00
10-400-50700	OFFICE SUPPLIES-P&D	40.23
10-400-55200	ADVERTISING-P&D	365.57
10-400-55600	CONTRACT LABOR-P&D	1,095.00
10-400-56200	LEGAL-P&D	262.50
10-400-56400	PROFESSIONAL-P&D	81.25
20-600-50000	CHEMICALS-WATER	1,264.30
20-600-50130	SUPPLIES-WATER	1,578.96
20-600-50550	CUSTODIAL SUPPLIES-W	36.07
20-600-50700	OFFICE SUPPLIES-WATER	80.46
20-600-50750	POSTAGE-WATER	18.85
20-600-51000	REPAIRS AND MAINTEN	8,716.14
20-600-52000	SUPPLIES SMALL EQUIP	2,236.92
20-600-52500	METER REPLACEMENT-	3,963.50
20-600-55850	EQUIPMENT RENTAL-WA	25.83
20-600-56400	PROFESSIONAL-WATER	184.62
20-600-56500	SAFETY PROGRAM-WAT	41.97
20-600-56950	TRAINING & EDUCATION	89.00
20-600-57400	EQUIPMENT/SOFTWARE	90.00

Account Summary

Account Number	Account Name	Expense Amount
20-600-61000	TELEPHONE WATER	60.00
20-600-71000	VEHICLE REPAIR & MAIN	67.87
20-600-71100	EQUIPMENT REPAIR &	12.79
20-600-92500	UNIFORMS-WATER	30.98
20-600-95100	CAPITAL ASSET EXP-WAT	10,261.40
20-700-50130	SUPPLIES-SEWER	1,254.87
20-700-50550	CUSTODIAL SUPPLIES-SE	36.08
20-700-50700	OFFICE SUPPLIES-SEWER	80.46
20-700-50750	POSTAGE-SEWER	18.84
20-700-51000	REPAIRS AND MAINTEN	4,036.78
20-700-52000	SUPPLIES SMALL EQUIP	687.95
20-700-55600	CONTRACT LABOR-SEWE	30.00
20-700-55850	EQUIPMENT RENTAL-SE	25.83
20-700-56400	PROFESSIONAL-SEWER	184.62
20-700-56500	SAFETY PROGRAM-SEW	41.97
20-700-56900	TRAVEL EXPENSE-SEWER	116.12
20-700-56950	TRAINING & EDUCATION	89.00
20-700-57400	EQUIPMENT/SOFTWARE	90.00
20-700-61000	TELEPHONE-SEWER	60.00
20-700-71000	VEHICLE REPAIR & MAIN	1,175.07
20-700-71100	EQUIPMENT REPAIR &	43.64
20-700-92500	UNIFORMS-SEWER	30.96
20-700-95100	CAPITAL ASSET EXP-SEW	3,282.29
30-800-50110	SUPPLIES - GROUNDS	73.30
30-800-50130	SUPPLIES GENERAL-PKS	112.93
30-800-50140	SUPPLIES-AQUATIC	1,982.28
30-800-50150	SUPPLIES-SPORTS SHIRT	336.00
30-800-50170	SUPPLIES SPECIAL ACTIV	90.00
30-800-50177	SUPPLIES-YOUTH CAMP	1,767.96
30-800-50180	SUPPLIES SPORTS-PKS	1,152.56
30-800-50200	CONCESSIONS-PKS	4,766.83
30-800-50400	FITNESS CENTER EXPENS	85.00
30-800-50450	FREEDOM FEST EXPENSE	5,561.83
30-800-50500	BUILDING MAINTENANC	4,421.79
30-800-50550	CUSTODIAL SUPPLIES-PK	814.41
30-800-50700	OFFICE SUPPLIES-PKS	480.56
30-800-51000	REPAIRS AND MAINTEN	310.25
30-800-52000	SUPPLIES SMALL EQUIP	287.18
30-800-55800	DUES AND SUBSCRIPTIO	825.36
30-800-55850	EQUIPMENT RENTAL-PK	1,260.00
30-800-56500	SAFETY PROGRAM-PKS	78.24
30-800-56950	TRAINING & EDUCATION	298.00
30-800-57400	EQUIPMENT/SOFTWARE	264.00
30-800-70000	VEHICLE EXPENSE FUEL-	53.01
30-800-71000	VEHICLE REPAIR & MAIN	15.98
30-800-71100	EQUIPMENT REPAIR &	244.00
30-800-95100	CAPITAL ASSET EXP-PKS	5,357.49
Grand Total:		93,411.71

Project Account Summary

Project Account Key	Expense Amount
None	93,330.97
2070095500-13	80.74
Grand Total:	93,411.71



CITY OF WILLARD AGENDA REPORT BOARD OF ALDERMEN MEETING

TO: Board of Aldermen

FROM: City Clerk

SUBJECT: Department Head Report City Clerk May 2025

ATTACHMENTS: 1

**CITY OF WILLARD
BOARD OF ALDERMEN
06/09/2025**



Item # 3.

City Clerk Report

1. Worked to bring entities with outstanding FOG Permits into compliance.
2. Continued to process business licenses through Civic Review
3. Continued to make progress in filing per the Missouri Retention Schedule
4. Created the agenda, packet and minutes for the Board of Aldermen meetings.
5. Published several legal notices for Public Hearings and Bids for Services.
6. Created the agenda/packet, and minutes for the BOA/Parks Joint Work Session
7. Created the agenda for the initial Water/Sewer Advisory Board.
8. Hosted the monthly City Clerk Meeting at The Hive in Willard, and taught a training session on the importance of recognizing and preserving local history. Was appointed to the Historian Committee of the SWMMCFO.
9. Communicated with the public in the role of PIO, regarding the Click It or Ticket Campaign. Communicated with reporters regarding the initial meeting of the Water Advisory Board.
10. Ongoing planning, along with our City Administrator, future methods of communicating with our public in ways that gain input and build trust, as PIO. Participated in software training that will greatly enhance public input and activism.



CITY OF WILLARD AGENDA REPORT

Board of Alderman Meeting

Meeting Date: June 9, 2025

TO: Board of Alderman

FROM: Terry Forshee, Municipal Court Clerk

SUBJECT: Monthly Meeting Report

BACKGROUND:

RECOMMENDATION:

FISCAL IMPACT:

ATTACHMENTS:

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Item # 4.

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

<u>I. COURT INFORMATION</u>		Municipality: WILLARD		Reporting Period: May 1, 2025 - May 30, 2025	
Mailing Address: 224 W JACKSON ST, WILLARD, MO 65781					
Physical Address: 224 W JACKSON ST, WILLARD, MO 65781			County: Greene County		Circuit: 31
Telephone Number:			Fax Number:		
Prepared by: Terry Forshee			E-mail Address:		
Municipal Judge: DAVID W. DORAN					
<u>II. MONTHLY CASELOAD INFORMATION</u>			Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month			7	379	71
B. Cases (citations/informations) filed			1	83	2
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			0	0	0
2. court/bench trial - GUILTY			0	0	0
3. court/bench trial - NOT GUILTY			0	0	0
4. plea of GUILTY in court			0	52	2
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)			0	16	0
6. dismissed by court			0	0	0
7. <i>nolle prosequi</i>			0	8	1
8. certified for jury trial (not heard in Municipal Division)			0	0	0
9. TOTAL CASE DISPOSITIONS			0	76	3
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]			8	386	70
E. Trial de Novo and/or appeal applications filed			0	0	0
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>			<u>IV. PARKING TICKETS</u>		
1. # Issued during reporting period	48	1. # Issued during period		0	
2. # Served/withdrawn during reporting period	30	<input checked="" type="checkbox"/> Court staff does not process parking tickets			
3. # Outstanding at end of reporting period	328				

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Item # 4.

COURT INFORMATION	Municipality: WILLARD	Reporting Period: May 1, 2025 - May 30, 2025
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$4,789.20	Court Automation	\$374.05
Clerk Fee - Excess Revenue	\$499.80	Due To Debt Collection	\$223.28
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$16.82	Judicial Facility Srchg CT31	\$520.00
Bond forfeitures (paid to city) - Excess Revenue	\$200.00	Total Other Disbursements	\$1,117.33
Total Excess Revenue	\$5,505.82	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$8,092.48
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$0.00
		Total Disbursements	\$8,092.48
Fines - Other	\$786.50		
Clerk Fee - Other	\$88.00		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$53.43		
Peace Officer Standards and Training (POST) Commission surcharge	\$53.44		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$381.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$2.96		
Law Enforcement Training (LET) Fund surcharge	\$104.00		
Domestic Violence Shelter surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$1,469.33		



CITY OF WILLARD AGENDA REPORT BOARD OF ALDERMEN MEETING

TO: Board of Aldermen

FROM: Human Resources

SUBJECT: Monthly Report

ATTACHMENTS: 1

HUMAN RESOURCES

MONTHLY REPORT

MAY 2025

May is always a busy month for Human Resources. The Parks Department is gearing up for the summer and is busy hiring seasonal staff for the pool and summer camp. Twenty-two part-time and seasonal employees were hired in May and eight former seasonal employees terminated.

The Public Works Department has hired a part-time seasonal maintenance worker to help during the summer months. One full-time employee was terminated, and his replacement will begin working in June.

Dona Slater

Director of Human Resources



CITY OF WILLARD AGENDA REPORT BOARD OF ALDERMEN MEETING

TO: Board of Aldermen

FROM: Parks Department

SUBJECT: Department Head Report Parks Department May 2025

ATTACHMENTS: 2

Willard Parks Department – Monthly Report, June 2025

Quote of the month: **“The best way to find yourself is to lose yourself in the service of others.”**

— *Mahatma Gandhi*

Program Highlights

Soccer

Our spring soccer season concluded successfully, with strong participation and positive feedback from families. Staff and volunteers worked tirelessly to manage scheduling challenges and field prep, creating a positive experience for over 250 youth participants.

Baseball/Softball

We currently have 125 participants registered for baseball and softball. Games have begun, and while weather has caused some delays, the season is off to a great start. Staff have worked hard to ensure fields are maintained and that communication with families remains timely and effective. The level of engagement from families and coaches continues to show strong community investment in youth sports.

Freedom Fest

Planning for Freedom Fest is well underway. Entertainment and vendors are being finalized, and marketing underway. The team is aiming for a fun, family-friendly event that highlights community pride and brings people together. As always, we are working to maximize the impact of the event while remaining within budgetary limits and managing staffing capacity.

Community Survey Results

Recent survey responses reflect strong community support for our programs and facilities. Respondents frequently cited the importance of having access to youth sports, special events, and recreational spaces. Feedback also pointed to concerns about facility upkeep and the long-term sustainability of services, reinforcing the community’s desire to see consistent investment in parks and recreation.

Facility & Maintenance Updates

Aquatic Center

Staff continue to manage significant maintenance issues at the pool. A cascade of mechanical failures—including multiple pump malfunctions and chemical feed system breakdowns—has made balancing the pool’s chemical levels a daily challenge. As a result, chemical usage has been unusually high, and we continue to work with vendors and service technicians to address these concerns as efficiently as possible. Staff are doing their best to maintain safe operations in difficult conditions.

Recreation Center

A leak has developed in the roof of the Recreation Center. Fortunately, the repair is expected to be covered under the roofing company’s existing service warranty. We’ve initiated contact with the contractor, and we anticipate timely remediation without cost to the department.

Organizational Perspective

The department continues to operate with a high level of commitment and creativity, while working hard to meet the goal of a 10% reduction of expenses while facing significant setbacks. Staff remain focused on delivering high-quality programs and maintaining facilities, even in the face of aging infrastructure, growing community needs, and limited resources.

As professionals in this field, we recognize that recreation is not just a luxury—it is a public good. It strengthens communities, supports youth development, and enhances quality of life.

We understand the need for fiscal responsibility, and we remain committed to doing more with less when necessary. However, long-term success will require thoughtful support, realistic expectations, and recognition of the essential role parks and recreation play in the health and vitality of our community.

Conclusion

While challenges persist, our department continues to persevere with professionalism, purpose, and pride. The dedication of our staff, the passion of our volunteers, and the loyalty of our participants are what drive us forward. We look forward to continued collaboration and to ensuring our department remains a valuable asset to the City of Willard.

May Facility Usage					
Facility	General Attendance	Members	Day Pass	2/\$2 Youth Rate	Total
Recreation Center*	4000	1689	12	48	4000
Better Together Playground	3400				3400
Jackson St Park	14100				14100
Miller Disc Golf Course	1300				1300
Rec Center Sports Complex	4000				4000
Highline Sports Complex	2300				2300
Willard Aquatic Center	700				700
Community Building	868				868
Total Guests					30668

* includes parents of program participants that do not scan in



CITY OF WILLARD AGENDA REPORT BOARD OF ALDERMEN MEETING

TO: Board of Aldermen

FROM: Mike Ruesch

SUBJECT: Department Head Report Planning and Zoning 2025

ATTACHMENTS: 1

CITY OF WILLARD, MISSOURI

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



Planning Department Report

June 2025

Permits - May

Permits Issued (May)	Fees collected (May)	Est. Value of Work (May)	Permits Issued (YtD)	Fees Collected (YtD)	Est. Value of Work (YtD)
14	\$7,849.13	\$283,484.00	59	\$92,096.52	\$4,934,982.13

Sunshine requests included the US Census, Data Dodge Analytics, and Build-zoom

Current Development

Hoffman Hills Phase I: Finishing up. Multiple buildings are under construction. Looking to replat several lots.

Hoffman Hills Phase II: Multiple Building permits have been issued to build residential homes.

Stone Creek Phase II: Almost finished with subdivision. Have very few permits still out.

Generations Village: All building permits have been issued. They have started buildings.

Rocky Point: Has Preliminary plat. Working on construction drawings and utility installation.

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

Other Business

1. Working on Landlord Registration codes for long term rentals.
2. Mediacom is installing fiber in the Hoffman hills area final cleanup is underway
3. Starting information gathering for a Master Parks and Trails Plan, will start community involvement late January 2025
4. Starting communication conduit installation codes for new subdivisions
5. Jackson Street sidewalk project moving forward to design
6. Utility upgrade to the Sac River Cowboy Church is complete
7. Looking into revision of the Inflow & Infiltration Codes
8. Coordinating information on a Master Transportation Plan
 - a. Coordinating the establishment of a steering committee to define the vision and purpose of the master transportation plan.



CITY OF WILLARD AGENDA REPORT

Board of Alderman Regular Meeting

Meeting Date: June 9, 2025

TO: Board of Alderman

FROM: Leslie Perkins, Willard Police Department

SUBJECT: Monthly Report

ATTACHMENTS:



Willard Police Department
May 2025 - Monthly Statistical Report



Administration	Officer – DSN	Case #'s
Tom McClain, Chief	1601-001	3
Shannon Shipley, Asst. Chief	1602-003	14
	Total	17

Squad #1	1607-050	Caleb Steen, Cpl.	41	Squad #2	1603-027	Steve Purdy, Sgt.	42
	1605-056	Mark Cole, Cpl.	38		1608-054	Stefan Collette, Cpl.	48
	1611-064	Danielle Cale, Officer	39		1610-061	Christian Smith, Cpl.	80
	1604-065	Anthony Hickox, Officer	70		1609-063	Cody Weatherford, Officer	37
	1606-067	Levi O'Neil, Officer	40				
	Total		228		Total		207

Reserves	Officer	Officer Names	Case #'s	Hours
	1644-057	Matthew Hanson, PT Officer		
	1641-014	Brian Gordon, Reserve		
	1642-015	JD Landon, Reserve		
	1645-047	Glenn Cozzens, Reserve		
	1646-031	Andrew Hunt, Reserve		
	1643-048	Tim Wheeler, Reserve		
	Total			
Total Incidents for the month...			452	

Incident Statistics

Felony	5	HBO (Handled by Officers)	342
Misdemeanor	6	Use of Force	0
Infraction	216	Dog at Large	4
Other (Services)	225	Neglect-0 /Abuse-0 /Bites-0	0

Vehicle Maintenance

Vehicle	Odometer Reading	Monthly Mileage	Shifts Used	Miles per Shift	Monthly Maintenance	Year to Date Maintenance
WPD-01 2021 Ford F-150	39,818	521	11	47		0
WPD-02 2021 Charger	80,063	1,133	15	76		107.49
WPD-03 2023 Charger	8,435	1,027	18	57		107.49
WPD-04 2023 Durango	44,302	1,352	12	113		189.77
WPD-05 2023 Charger	51,418	1,037	12	86		1,750.33
WPD-06 2023 Durango	32,378	1,723	22	78		222.48
WPD-07 2017 Explorer	34,474	559	14	40		0
WPD-08 2008 Harley	6,560	137	2	69		0
WPD-09 2023 Charger	2,780	2,363	18	131		0
WPD-10 2023 Charger	2,165	1,498	15	100	50.00	50.00

Monthly Vehicle Maintenance Details

WPD-01:	WPD-06:
WPD-02:	WPD-07:
WPD-03:	WPD-08:
WPD-04:	WPD-09:
WPD-05:	WPD-10: flat tire repairs



CITY OF WILLARD AGENDA REPORT BOARD OF ALDERMEN MEETING

TO: Board of Aldermen

FROM: Public Works

SUBJECT: Department Head Report Willard Public Works May 2025

ATTACHMENTS: 1

Public Works Report

May 2025

139 - Service Orders

56 - Rereads

21 - After Hour Call ins

202 - Locates

37 - Shut Offs

16 - Meter/ERTS Replaced

Water Department

1. Took routine & special water samples
2. Inspected Generations Village subdivision for broken infrastructure
3. Changed 31 broken meter pits
4. Repaired water leak on Knight St.
5. Continued working on building shelves and organizing water parts
6. Repaired water leak on Bray
7. Cut holes in meter lids and installed ERT hangers in all of Meadows subdivision
8. Repaired chlorination hose at Willard well 32

Sewer Department

1. Lift Station maintenance
2. Sewer Lagoon Pond maintenance
3. Continuing manhole inspections
4. Lagoon samples & EDMR
5. Emergency overnight repair of broken 14" sewer force main
6. Regional lift station electrical repairs
7. Unclog B lift station pumps (3 times)
8. Report overflows at B lift station and 94 Force main to DNR
9. Begin installing sump pumps at D lift station to alleviate significant I&I issues
10. Unclogged another clogged sewer line in Hoffman Hills due to Looney strike
11. Changed 2 floats at Whispering Oaks lift station
12. Poured degreaser into Whispering Oaks lift station and meadows East lift station

Streets Department

1. Cleaned up fallen tree over B basin driveway
2. New stop sign at New Melville and Watson
3. Dirt work on Megan Ln, Cowboy church, Lone oak, Knight and Watson, and AB sidewalk
4. Replaced mailbox on Farm Rd. 103
5. Brush hog lagoons
6. Put straw & seed down on AB highway sidewalk
7. Asphalt patch on Hunt and logan
8. Asphalt patch on Lester and Miller
9. Worked on installing electric in streets container at lagoons
10. Installed new glass in backhoe
11. Installed new caution light on backhoe, and performed maintenance
12. Redid D lift station Driveway
13. Jetted out Culverts on Farm rd. 103
14. Replaced "kids at play" sign on Megan
15. Replaced culvert on Ross Rd driveway
16. Repaired shooting range driveway at lagoons for police
17. Repaired blue Ford tractor
18. Mowing all throughout town with lawnmower and boom mower
19. Sign work on Mill St, hunt and Osage, New Melville & Hunt, Kime and King, Hoffman Hills, and Miller and New Melville
20. Installed new Road barriers at the end of Granite (entrance to Hoffman Hills) after concrete company destroyed the old signs
21. Burned brush pile at lagoons
22. Continued cleaning shop
23. Repaired 2 potholes on new Melville
24. Changed blades and oil on lawnmower
25. Replaced and sharpened chainsaw chains
26. Assisted water department with new pit installs



CITY OF WILLARD AGENDA REPORT BOARD OF ALDERMEN MEETING

TO: Board of Aldermen

FROM: Board Attendance Report

SUBJECT: Monthly Report

ATTACHMENTS: 1

2025 BOARD ATTENDANCE REPORT

Item # 10.

ATTENDED: Y					SPECIAL SESSION	SPECIAL SESSION		SPECIAL SESSION
NAME	<u>1/13/2025</u>	<u>1/27/2025</u>	<u>2/10/2025</u>	<u>2/24/2025</u>	<u>3/10/2025</u>	<u>3/24/2025</u>	<u>4/14/2025</u>	<u>4/28/2025</u>
MAYOR TROY SMITH	Y	Y	Y	Y	Y	Y	Y	Y
CASEY BIELLIER	Y	Y	Y	Y	Y	Y	Y	Y
JEREMY HILL	Y	OUT	Y	OUT	Y	Y	Y	N
DAVID KEENE (MPT)	Y	Y	Y	Y	Y	Y	Y	Y
JOYCE LANCASTER	Y	OUT	Y	Y	Y	Y	Y	Y
SCOTT SWATOSH	Y	Y	OUT	Y	N	N	Y	Y
CAROL WILSON	Y	Y	OUT	Y	Y	Y	N	Y
NAME	<u>5/12/2025</u>	<u>5/27/2025</u>	<u>6/9/2025</u>	<u>6/29/2025</u>	<u>7/14/2025</u>	<u>7/28/2025</u>	<u>8/11/2025</u>	<u>8/25/2025</u>
MAYOR TROY SMITH	Y	Y						
CASEY BIELLIER	Y	Y						
JEREMY HILL	Y	Y						
DAVID KEENE (MPT)	N	Y						
JOYCE LANCASTER	Y	Y						
RACHEL MATHISON	Y	Y						
CAROL WILSON	N	Y						

NAME	<u>9/8/2025</u>	<u>9/22/2025</u>	<u>10/13/2025</u>	<u>10/27/2025</u>	<u>11/10/2025</u>	<u>11/24/2025</u>	<u>12/8/2025</u>	<u>12/22/2025</u>
MAYOR TROY SMITH								
CASEY BIELLIER								
JEREMY HILL								
DAVID KEENE (MAYOR PRO-TEM)								
JOYCE LANCASTER								
CAROL WILSON								



CITY OF WILLARD AGENDA REPORT BOARD OF ALDERS

TO: Board of Alders

FROM: Roddy Rogers

SUBJECT: **SWMO Water**

ATTACHMENTS: 1

ISSUE: Adequate Long-Term Water Supply for S.W. Missouri



S.W. MO Joint Municipal Water Utility Commission* & Tri-State Water Resource Coalition (Membership Dues Funded)

Carthage Water & Electric *
City of Branson*
City of Joplin*
City of Monett*
City of Mt. Vernon*
City of Nixa*
City of Republic*
Pierce City*
City of Willard*

City Utilities of Springfield*
City of Ozark*
Liberty Utilities
Greene County
Jasper County
Missouri American Water
City of Springfield
Dade County

2010 Population ~ 850,000
2030 Population* ~1 Million
2030 % Increase* 29%
2060 Demand Increase** 72%

*Mo Office Administration

**SW MO Water Resource Study



Who Are We? We are the water providers for Southwest Mo

Our Sole Mission: To ensure **adequate, affordable, long-term water supply** for Southwest MO.

The Challenge: **WE NEED ADDITIONAL WATER SUPPLY TO MEET FUTURE DEMAND IN OUR GROWING REGION.** Projects take years to build so we must work proactively.

Success So Far: A strong **regional coalition**, working with the **Corps of Engineers (COE)** and **MO Dept. of Natural Resources**, has invested over **\$5 million to date**. We have **funded extensive research** on demand/supply/new sources, **established gap projections**, and **continue to meet requirements to access water storage in Stockton Lake for future regional water supply**.

Studies have identified water needs in the future that exceed current supplies by 53 million gallons per day (MGD). Stockton Lake was identified as a solution that helps address these future water supply needs. The Coalition requested 39 MGD from Stockton Lake to help address the gap in future water supplies for current and future members. The COE Kansas City District prepared a Reallocation Report to assess the viability of potential water supply storage reallocation at Stockton Lake and the reallocation has been approved. We will seek help funding additional planning, water storage reallocation costs, and regional water infrastructure costs, **eventually becoming self-sustaining through rates**.

Who Will be Responsible for Funds?

The S.W. MO Joint Municipal Water Utility Commission is a governmental entity through which public dollars will be spent in a transparent and accountable way, as required by law. This commission's purpose is to fund and build *regional* water supply projects in S.W. MO. Current members are Branson, Carthage, Joplin, Monett, Mt. Vernon, Nixa, Republic, Pierce City, Ozark, Willard, and City Utilities of Springfield.

Executive Director Roddy Rogers, (417) 766-1980, rrswmowater@outlook.com
2241 E. Powell, Springfield, MO 65804 www.swmowater.org



CITY OF WILLARD AGENDA REPORT BOARD OF ALDERMEN MEETING

TO: Board of Aldermen

FROM: Mike Ruesch

SUBJECT: Public Hearing—Hoffman Hills Re-Plat

ATTACHMENTS: 1

DEVELOPMENT NOTES

BOUNDARY DESCRIPTION

CERTIFICATE OF OWNERSHIP AND DEDICATION

ACKNOWLEDGEMENT

Notary Public

CERTIFICATE OF APPROVAL - PLANNING AND ZONING COMMISSION

Valorie Simpson, Executive Secretary

CERTIFICATE OF APPROVAL - BOARD OF ALDERMEN

Janice Gargus, City Clerk

RECORDER'S CERTIFICATE

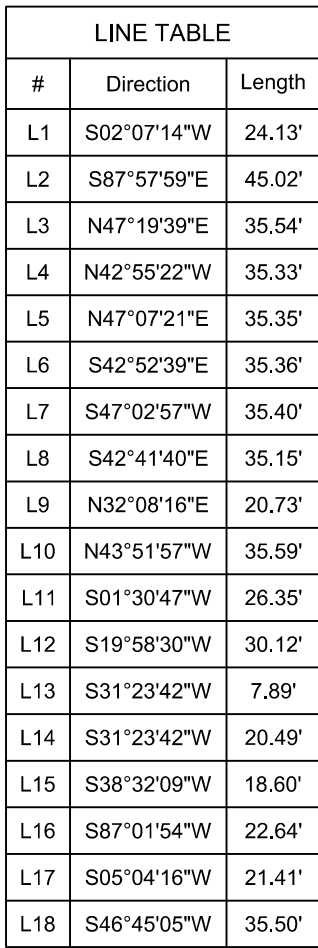
CERTIFICATE OF SURVEY AND ACCURACY

David D. Drumm, MO PLS 2017017958
Olsson, Inc., MO LC 366
ddrumm@olsson.com

Date 04/30/2025

SHEET

1 of 1



CURVE TABLE					
#	Radius	Length	Delta	Chord	Ch. Bearing
C1	600.00	102.63	9°48'00"	102.50	S02°54'38"E
C2	600.00	134.90	12°52'55"	134.61	S01°22'11"E
C3	1500.00	77.24	2°57'02"	77.24	S83°35'45"W
C4	475.00	68.89	8°31'53"	68.83	N87°52'45"E
C5	480.00	110.36	12°54'14"	110.12	S89°49'25"E
C6	600.00	288.85	27°34'58"	288.66	N20°50'13"E
C7	275.00	275.09	57°18'54"	263.70	N40°23'03"E
C8	290.00	120.08	23°43'28"	119.22	N23°35'33"E
C9	150.00	90.84	34°41'58"	89.46	N10°06'7"E
C10	625.00	18.43	1°41'21"	18.43	N06°57'10"E
C11	575.00	7.64	0°45'39"	7.64	N04°41'27"E
C12	1525.00	2.62	0°05'54"	2.62	N05°01'19"E
C13	500.00	22.07	2°31'46"	22.07	S84°59'21"W
C14	625.00	13.28	1°13'03"	13.28	N83°58'49"W
C15	300.00	38.03	7°15'47"	38.00	S65°24'54"W
C16	300.00	20.01	3°49'21"	20.01	N45°30'35"E
C17	300.00	28.69	5°40'15"	28.68	S14°33'58"W
C18	265.00	38.36	8°17'36"	38.31	S15°52'38"W
C19	125.00	19.96	9°08'50"	19.93	N05°19'44"E
C20	315.00	34.85	6°20'18"	34.83	N32°17'07"E
C21	315.00	25.17	4°34'39"	25.16	N14°01'10"E
C22	250.00	22.16	5°04'47"	22.16	N86°30'21"E
C23	575.00	36.30	3°37'30"	36.29	S85°10'48"E
C24	625.00	4.27	0°23'30"	4.27	S07°36'54"E
C25	575.00	32.17	3°12'19"	32.16	S00°23'38"E

NOTES

1. All street rights-of-way, drainage, sanitary sewer and utility easements are existing and shown on Hoffman Hills Phase I (Plat Book AAA, Page 905).
2. Part of Lots 1-9 and Lots 12-28 as shown hereon are subject to an electric easement in Block 2002 at Part 034205-22 which is blanket in nature and cannot be accurately plotted.
3. Centerline bearing of street is same as adjacent right-of-way line.
4. No plantings or obstructions other than mail boxes permitted within the limits of any right-of-way or drainage easement.
5. No fences or obstructions to be built within drainage easements.
6. No structures are to be built between right-of-way line and building setback line.
7. Detached accessory structures must be located in compliance with the Conditional Covenants and Restrictions and the zoning regulations for the district.
8. Rear yard setbacks are shown for residential structures only. Detached accessory structures may be located closer to property lines in compliance with the Conditional Covenants and Restrictions and the Zoning Regulations and outside of easements.
9. Where no symbol is shown, lot corner pins are 1/2" x 18" rebar with plastic cap marked "Olson LC 366"; permanent monuments are 5/8" x 24" with aluminum cap marked "Olson LC 366".
10. All of the property contained in this replat is a part of approved Planned Development District No. 2020-108

PREPARED FOR

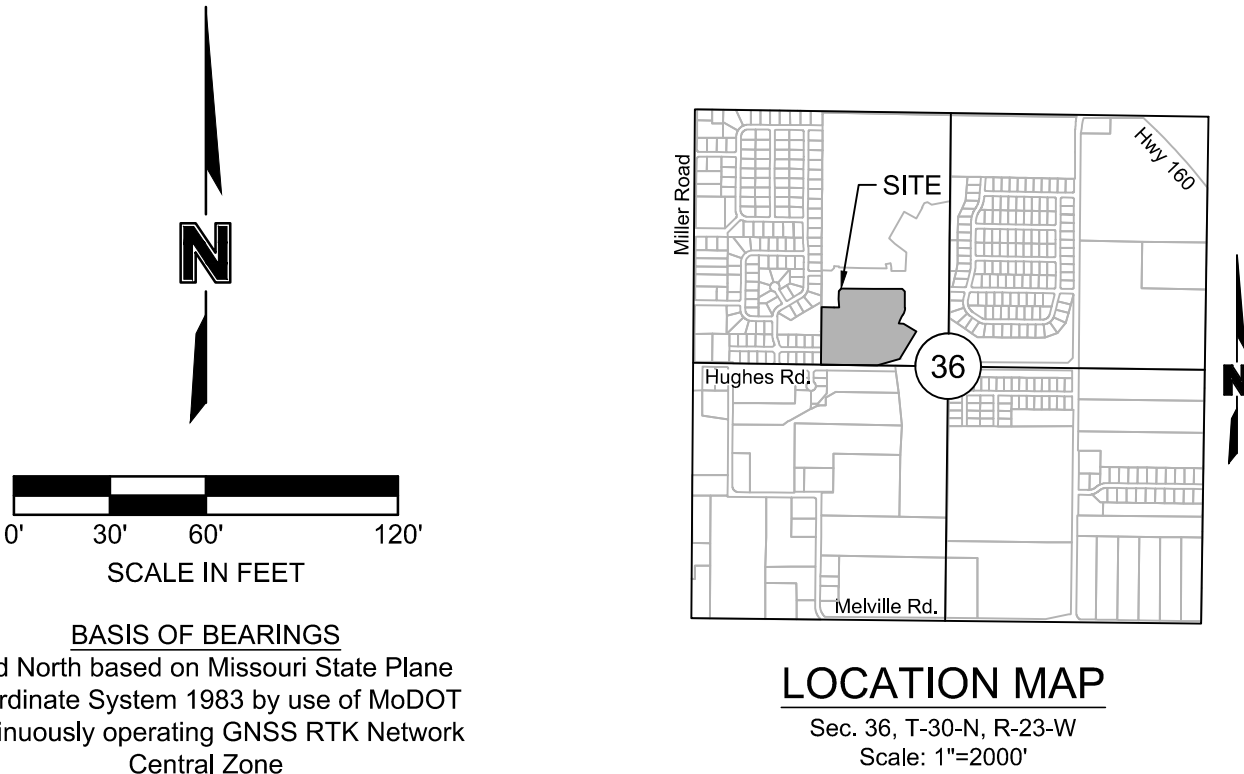
Hoffman Hills Development, LLC
5051 S. National Ave. Bldg 5-100
Springfield, MO 65810

PREPARED BY

Olsson, Inc.
550 St. Louis Street
Springfield, MO 65806

LEGEND

- ☐ Existing Monument (As Noted)
☐ Ex. 5/8" x 24" Rebar w/Alum. Cap, "LC 366"
 BSL Building Setback Line
 D/E Platted Drainage Easement (Plat Book AAA, Page 905)
 S/E Platted Sanitary Sewer Easement (Plat Book AAA, Page 905)
 U/E Platted Utility Easement (Plat Book AAA, Page 905)





CITY OF WILLARD AGENDA REPORT BOARD OF ALDERMEN MEETING

TO: Board of Aldermen

FROM: Steve Bodenhamer

SUBJECT: Sanitary Sewer Status Update

ATTACHMENTS: 1

CITY OF WILLARD
INTERNAL MEMORANDUM

DATE: June 9, 2025

TO: Mayor Smith and BOA

FROM: S. D. Bodenhamer

RE: Sanitary Sewer Project Status

COMMUNITY FUNDING PARTNERSHIP (94 Lift Station and Force Main)

Status of components:

- Our 3rd Partial Payment request was submitted to Region 7 – EPA. We are still awaiting a response.
- Temporary construction easements and exhibits have been created. I am in the process of contacting the affected landowners.
- Approval of Advertising for Bids for the 94 Lift Station improvements and force main is addressed in a separate agenda item. This will allow Allgeier, Martin and Associates (per contract) to advertise, respond to contractor inquiries, tabulate bids and make bid award recommendations.

MEADOWS CONNECTION TO CITY OF SPRINGFIELD

Status of components:

- No Changes at this time



CITY OF WILLARD AGENDA REPORT BOARD OF ALDERMEN MEETING

TO: Board of Aldermen

FROM: Mike Ruesch

SUBJECT: AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH CJW FOR SERVICES AND ENGINEERING ON
FARM ROAD 103

ATTACHMENTS: 2

First Reading: 05-27-2025
Bill No: 25-29

Second Reading: 06-09-2025
Ordinance No: 250527

AN ORDINANCE OF THE BOARD OF ALDERS AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CJW TRANSPORTATION CONSULTANTS FOR SERVICES AND ENGINEERING ON FARM ROAD 103, FROM US 160 TO STATE HIGHWAY EE IN GREENE COUNTY

WHEREAS, The City of Willard (“The City”) strives to maintain and add transportation infrastructure with future growth and planning in mind; and

WHEREAS, The City is in need of engineering services to do so; and

WHEREAS, CJW Transportation Consultants, LLC offers professional consulting services in all facets of engineering operation and maintenance;

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

Section I: The City of Willard hereby authorizes the mayor to enter into a contract with CJW Transportation Consultants, LLC for Services and Engineering , including conceptual design and environmental impact studies, according to the terms of that contract, which is attached hereto and incorporated herein as if set out in full.

Section II: This ordinance shall take effect and be in force from and after its passage and approval.

Read two times and passed at a meeting of the Board of Aldermen of the City of Willard, Missouri on the **9th day of June, 2025**

Approved as to Form by: _____
Nate Dally, City Attorney

Approved By: _____
Troy Smith, Mayor

Attested By: _____
Rebecca Hansen City Clerk

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between City of Willard ("Owner") and CJW Transportation Consultants, LLC (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Conceptual Design of FR103 from US-160 to EE (“Project”).

Engineer’s Services under this Agreement are generally identified as

- follows: Task 1. Phase 1 Conceptual Design
- Task 2. Phase 1 Identification of Potential Environmental
- Impacts Task 3. Phase 2 Conceptual Design

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims

against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the

status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the

- means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
 - D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
 - E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
 - F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
 - G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the

documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
 - 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.

TAS K	COST
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Design:

Task 1.	Phase 1 Conceptual Design and Updated Construction Estimates	\$22,772.00
Task 2.	Phase 1 Identification of Potential Environmental Impacts	\$ 7,316.00
Task 3.	Phase 2 Conceptual Design and Updated Construction Estimates	\$22,772.00

2. Engineer's Standard Hourly Rates are attached as Appendix 1

3. Breakdown of Deliverables per Task attached as Appendix 3

4. Total Scope of Services: \$52,860.00

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

Appendix 2, Insurance Certificate

Appendix 3, Scope and Deliverables

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By:

Title: _____

Date

Signed:

ENGINEER: CJW

TransportationConsultants, LLC

By:

Garrett Evans, PE

Title: Transportation Manager

Date Signed: - 1 - / 24 - / 2 - 02 - 5 - - - - -

Engineer License or Firm's
Certificate Number:

2025000151

State of Missouri

Address for giving notices:

Address for giving notices:

5051 S. National Avenue, Suite 7A

Springfield, Missouri 65810



2025 Fee Schedule

Personnel Hourly Rates:

Principal	\$205.00
Senior Engineer I	\$200.00
Senior Engineer II	\$192.00
Project Engineer	\$134.00
Project Manager	\$126.00
Engineer Intern	\$96.00
Graduate Engineer	\$95.00
Student Intern	\$38.00
Inspector	\$125.00
Senior Designer	\$126.00
Senior Designer II	\$93.00
Survey Manager / PLS	\$149.00
Survey Crew Chief	\$87.00
Engineering Technician	\$72.00
Survey Crew Member	\$71.00
2-Person Survey Crew	\$158.00
Landscape Architect (Frank Z Designs)	\$120.00
Administrative Project Support	\$50.00
Administrator	\$42.00
Clerical	\$35.00
Traffic Data Collector	\$36.00

Expenses and Equipment Charges:

Vehicle (3/4 ton or less)	\$0.70/mile
Copies	\$0.10/each
Blueprints	\$0.55/sq. ft.
Real Time GPS Equipment	\$275.00/day
Robotic Prism-Less Instrument	\$215.00/day
Drone Usage	\$300.00/hour

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

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

1.5 times the hourly rate



CERTIFICATE OF LIABILITY INSURANCE

DATE

Item # 15.

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

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

PRODUCER The Insurancenter 2901 Arizona Ave Joplin MO 64804	NAME: PHONE (A/C, No, Ext): 417-623-7500 FAX (A/C, No): 417-623-0902 ADDRESS:
INSURED CJW Transportation Consultants, LLC 5051 S National, Ste 7A & 7B Springfield MO 65810	INSURER(S) AFFORDING COVERAGE INSURER A: CINCINNATI INSURANCE COMPANY INSURER B: Cincinnati Indemnity Company INSURER C: National Casualty Co INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1299816071**REVISION NUMBER:**

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

LINE	TYPE OF INSURANCE	INS	WVS	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OC <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			ECP0383831	4/22/2024	4/22/2025	EACH OCCURRENCE \$ 1,000,000 PREMISES (Each occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> ONLY HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> ONLY			ECP0383831	4/22/2024	4/22/2025	COMBINED SINGLE LIMIT (Each accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			ECP0383831	4/22/2024	4/22/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) DESCRIPTION OF OPERATIONS below	Y / <input type="checkbox"/>	N / A	EWC0383832	4/22/2024	4/22/2025	STATUTE <input type="checkbox"/> <input type="checkbox"/> EPL E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			JEO0002667	4/22/2024	4/22/2025	Each Occurrence Aggregate 1,000,000 2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**City of Willard
473 State Highway 125
Strafford MO 65757

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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CORPORATION.
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Scope of Conceptual Design of FR103 from US160 to EE in Greene County

Phase 1: FR 103 from US 160 to FR 94

Task 1 - Exhibit 1: FR 103 (72-inches x 48-inches) @ 100 Scale

- Exhibit to Include
 - GIS Parcel Data
 - GIS County Contours
 - Color Aerial Image
 - Proposed Improvements, hatched/colored for visibility (Roundabouts @ Hughes & FR 94)
 - Proposed ROW
 - Proposed Profile based on ASHTO 35 MPH.
 - Proposed Typical Section
 - Will Show Melville Road Rerouted

Task 1 - Exhibit 2: Hughes Road (72-inches x 48-inches) @ 100 Scale

- Exhibit to Include
 - GIS Parcel Data
 - GIS County Contours
 - Color Aerial Image
 - Proposed Improvements, hatched/colored for visibility\
 - Proposed ROW
 - Proposed Profile based on ASHTO 35 MPH.
 - Proposed Typical Section

Task 1 - Updated Construction Estimate broken into 3 phases:

- Phase 1: FR 103 from US 160 to Hughes Road including Melville Reroute
- Phase 2: Hughes Road from Hoffman Hills Blvd to Megan Lane
- Phase 3: FR 103 from Hughes Road to FR 94.

Task 2 - Potential Environmental Impacts Report

- Report to Include Information On Potential Impacts of:
 - Farmland Impact
 - Floodplain/Regulatory Floodway
 - Land Disturbance / Storm Water
 - FEMA/SEMA Buyouts
 - Socioeconomic Factors
 - Threatened and Endangered Species

- Migratory Birds
- Hazardous Waste Sites
- Airports
- Public Lands



- Wetlands
- Cultural Resources
- Noise
- This report cannot and shall not be an exhaustive list of environmental impacts, necessary environmental commitments, or documentation. No outreach to any oversight agencies (MoDOT, FHWA, USFWS, Missouri SHPO, etc.) is included in the review. The report shall only serve as a starting point to begin the environmental clearances including NEPA Classification at such time that the project moves into Preliminary Design and Engineering.

Task 1: Conceptual Design	\$22,772.00
Task 2: Environmental Report	\$ 7,316.00

Total Phase 1 Cost	\$30,088.00
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Deliverables: Electronic and Printed versions of Exhibits 1 and 2, Construction Estimate, and Environmental Report

Phase 2: FR 103 from FR 94 to HWY EE

Task 3 - Exhibit 1: FR 103 (2 or 3 sheets of 72-inches x 48-inches) @ 100 Scale

- Exhibit to Include
 - GIS Parcel Data
 - GIS County Contours
 - Color Aerial Image
 - Proposed Improvements, hatched/colored for visibility (Roundabouts @ Hughes & FR 94)
 - Proposed ROW
 - Proposed Profile based on ASHTO 35 MPH.
 - Proposed Typical Section

Updated Construction Estimate broken into 2 phases:

- Phase 1: FR 103 from FR 94 TO FR 104
- Phase 2: FR 103 from FR 104 TO HWY EE

Conceptual Design	\$22,772.00
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Total Phase 2 Cost	\$22,772.00
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Deliverables: Electronic and Printed versions of Exhibit 1 and Construction Est



CITY OF WILLARD AGENDA REPORT
BOARD OF ALDERMEN MEETING
Meeting Date: March 24, 2025

TO: Board of Aldermen

FROM: Mike Ruesch

SUBJECT: AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CJW FOR SERVICES AND ENGINEERING ON JACKSON STREET FROM PERRYMAN TO JEFFERSON

ATTACHMENTS: 2

First Reading: 05-27-2025
Bill No: 25-30

Second Reading: 06-09-2025
Ordinance No: 250527A

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CJW FOR SERVICES AND ENGINEERING ON JACKSON STREET FROM PERRYMAN TO JEFFERSON

WHEREAS, The City of Willard is looking to improve safety and accessibility in the downtown area; and

WHEREAS, The City would like to establish a safe walkable route that is ADA compliant in the downtown area; and

WHEREAS, CJW Transportation Consultants, LLC offers professional consulting services in all facets of engineering operation and maintenance;

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

Section I: The City of Willard hereby authorizes the mayor to enter into a contract with CJW Transportation Consultants, LLC for Services and Engineering , including roadway and sidewalk design, according to the terms of that contract, which is attached hereto and incorporated herein as if set out in full.

Section II: This ordinance shall take effect and be in force from and after its passage and approval.

Read two times and passed at a meeting of the Board of Aldermen of the City of Willard, Missouri on the **9th day of June, 2025**

Approved as to Form by: _____

Nate Dally, City Attorney

Approved By: _____

Troy Smith, Mayor

Attested By: _____

Rebecca Hansen City Clerk

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

City of Willard (“Owner”)

and

CJW Transportation Consultants LLC (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Jackson Street Sidewalk and Parking – Perryman to Jefferson (“Project”).

Engineer’s Services under this Agreement are generally identified as follows:

Roadway Design

- Task 1 Project Management
- Task 2 Survey/Digital Base Mapping
- Task 3 Conceptual Design
- Task 4 Right of Way Plans (60 Percent)
- Task 5 Utility Coordination
- Task 6 Final PS&E
- Task 7 Bidding Support

See detailed scope of services & exhibits.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within 60 days of written Notice to Proceed from Owner.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party

has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or

- adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer.
- H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- I. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

Roadway Design	
<i>Task 1 Project Management</i>	\$ 610.00
<i>Task 2 Survey/Digital Base Mapping</i>	\$ 9,840.00
<i>Task 3 Conceptual Design</i>	\$ 6,800.00
<i>Task 4 Right of Way Plans (60 Percent)</i>	\$ 13,200.00
<i>Task 5 Utility Coordination</i>	\$ 2,100.00
<i>Task 6 Final PS&E</i>	\$ 15,350.00
<i>Task 7 Bidding Support</i>	\$ 1,200.00
<hr/>	
TOTAL FEE	\$ 49,100.00

1. The total compensation for services and reimbursable expenses shall not exceed **\$49,100.00**

- 7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

Attachments: Hourly Rates, Scope of Services, Certificate of Insurance, Location Map

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Willard

ENGINEER: CJW Transportation Consultants, LLC

By:

Wesley Young, Project Representative

By:

Garrett Evans, PE

Title: City Administrator

Title: Transportation Manager

Date Signed: _____

Date Signed: 3/28/2025

Engineer License or Firm's Certificate
Number: 2025000151

State of: Missouri

Address for giving notices:

224 W Jackson Street

Willard, Missouri 65781

Address for giving notices:

5051 S. National Avenue, Suite 7A

Springfield, Missouri 65810



2025 Fee Schedule

Personnel Hourly Rates:

Principal	\$205.00
Senior Engineer I	\$200.00
Senior Engineer II	\$192.00
Project Engineer	\$134.00
Project Manager	\$126.00
Engineer Intern	\$96.00
Graduate Engineer	\$95.00
Student Intern	\$38.00
Inspector	\$125.00
Senior Designer	\$126.00
Senior Designer II	\$93.00
Survey Manager / PLS	\$149.00
Survey Crew Chief	\$87.00
Engineering Technician	\$72.00
Survey Crew Member	\$71.00
2-Person Survey Crew	\$158.00
Landscape Architect (Frank Z Designs)	\$120.00
Administrative Project Support	\$50.00
Administrator	\$42.00
Clerical	\$35.00
Traffic Data Collector	\$36.00

Expenses and Equipment Charges:

Vehicle (3/4 ton or less)	\$0.70/mile
Copies	\$0.10/each
Blueprints	\$0.55/sq. ft.
Real Time GPS Equipment	\$275.00/day
Robotic Prism-Less Instrument	\$215.00/day
Drone Usage	\$300.00/hour

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

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

1.5 times the hourly rate



Providing Transportation and Engineering Solutions

5051 S. National, Ste. 7A
Springfield, MO 65810
Phone: 417.889.3400
Fax: 417.889.3402
www.GoCJW.com

Item # 16.

Attachment II: Scope of Services

Jackson Street Sidewalk and Parking – Perryman Street to Jefferson Street

Task 1 Project Management

1. Project Management Activities
2. Internal Team Meetings
3. Meeting with City Staff

Task 2 Survey/Digital Base Mapping

1. Location of all fronts of structures (including overhead encroachments).
2. Utilities (including type, size, below grade routing and invert elevations of both public and private utilities).
3. Where sanitary and storm sewer continue beyond the indicated survey limits, extend survey to include the first manhole or inlet located beyond the indicated survey limits and the invert elevations, size, slope and length of the outflow from that manhole or inlet structure.
4. Topography survey
5. Elevations and locations of doorways from businesses onto sidewalk as well as note door opening directions
6. Other visible site characteristics
7. Boundary Survey

Task 3 Conceptual Design

1. Perryman Street to Main Street
2. Main Street to Jefferson Street
3. Review of Conceptual Design by City with comments

Task 4 Right of Way Plans (60 percent)

1. Sidewalk Improvement Layout
 - a. Curb Ramp locations
 - b. Crosswalk Locations
 - c. Sidewalks
 - d. Assumptions
 - i. 2 Crosswalk locations along Jackson Street
 1. One midblock near South Street
 2. One at intersection of Main and Jackson

- ii. 6 Foot Sidewalks where not in front of businesses
 - iii. Necessary Sidewalk widths in front of businesses to ensure ADA compliance
- 2. Preliminary Drainage and Grading design
- 3. Hydraulic Report
 - a. Completion of hydraulic report as needed to ensure capacity of any proposed storm water improvements.
- 4. Parking Layout
- 5. Right of Way Sheets (Does not include generation of any further Right of Way Documents)
- 6. Submittal of Preliminary Plans for City Review and Comment

Task 5 Utility Coordination

- 1. Identification of potential impacts to utilities.
- 2. Mitigation of impacts through design work
- 3. Coordination with impacted utility companies

Task 6 Final PS&E

- 1. Incorporate comments from City from Preliminary Plans
- 2. Finalize Preliminary Design plans into 100 percent plans to be used in construction of the project
- 3. Create bid documents for the City to use in advertisement and award of project to a contractor. This does not include review of bids, advertisement assistance, or bid opening.
- 4. The Final plans shall include the following sheets:
 - a. Cover
 - b. Striping and Signing Plan
 - c. Right of Way Plan
 - d. Demolition Plan
 - e. Final Traffic Control
 - f. Plan and Profile
 - g. Storm Plans (if needed)
 - h. Additional Detail Sheets as needed to Ensure ADA Compliance

Task 7 Bidding Support



CERTIFICATE OF LIABILITY INSURANCE

DATE

Item # 16.

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

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

PRODUCER The Insurancenter 2901 Arizona Ave Joplin MO 64804	CONTACT NAME: PHONE (A/C, No, Ext): 417-623-7500 FAX (A/C, No): 417-623-0902 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: CINCINNATI INSURANCE COMPANY	10677
INSURED CJW Transportation Consultants, LLC 5051 S National, Ste 7A & 7B Springfield MO 65810	INSURER B: Cincinnati Indemnity Company	23280
	INSURER C: National Casualty Co	11991
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1096284970**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			ECP0383831	4/22/2024	4/22/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ECP0383831	4/22/2024	4/22/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			ECP0383831	4/22/2024	4/22/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EWC0383832	4/22/2024	4/22/2025	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			JEO0002667	4/22/2024	4/22/2025	Each Occurrence Aggregate 1,000,000 2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**City of Willard
473 State Highway 125
Strafford MO 65757

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Attachment 4

Approximate Limits of Impact

Legend

Jackson Street - Perryman to Jefferson Sidewalk and Parking

Google Earth



CITY OF WILLARD AGENDA REPORT BOARD OF ALDERMEN MEETING

TO: Board of Aldermen

FROM: Mike Ruesch

SUBJECT: AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, RECOGNIZING AN AGREEMENT BETWEEN THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND THE CITY OF WILLARD, GRANTING THE CITY OF WILLARD TRANSPORTATION PROJECT FUNDS FOR A PEDESTRIAN UNDERPASS AT U.S. 160 AND ROUTE AB

ATTACHMENTS: 1

First Reading: 05/27/25
Bill No.: 25-33

Second Reading: 06/09/25
Ordinance No.: 250527D

AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, RECOGNIZING AN AGREEMENT BETWEEN THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND THE CITY OF WILLARD, GRANTING THE CITY OF WILLARD TRANSPORTATION PROJECT FUNDS FOR A PEDESTRIAN UNDERPASS AT U.S. 160 AND ROUTE AB.

WHEREAS, the Missouri Highways and Transportation Commission oversees distribution of federal transportation project funds to municipal transportation projects; and

WHEREAS, the City of Willard (“the City”) has applied to said Commission with a qualifying project; namely a pedestrian underpass at the juncture of US160 and Route AB; and

WHEREAS, the request for funds has been accepted and the terms of the agreement are agreeable to the City;

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

Section 1: The Board of Aldermen hereby approves the Missouri Highways and Transportation Commission Transportation Alternatives Program Agreement for the design of a pedestrian underpass at US 160 and Route AB Project as specified with the terms shown on Exhibit "1" attached and incorporated by this reference as set out here in full, together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The Mayor, City Administrator, and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

Section 2: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Read two times and passed at a meeting of the Board of Alders of the City of Willard, Missouri, on the 9th day of June, 2025.

Approved By: _____

Troy Smith, Mayor

Attested By: _____

Rebecca Hansen, City Clerk

Approved as to Form: _____

Nate Dally, City Attorney

CCO Form: FS25
Approved: 04/95 (MGB)
Revised: 08/24 (MWH)
Modified:

CFDA Number: 20.205
CFDA Title: Highway Planning and Construction
Award name/number: TAP – 9901(881)
Award Year: SFY 2025
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ALTERNATIVES PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the 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 Infrastructure Investment and Jobs Act (IIJA); Title 23 United States Code (USC) §101, §106 §133; and §208 funds to be used for transportation projects. The purpose of this Agreement is to grant the use of such transportation project funds to the City.

(2) LOCATION: The transportation enhancements funds which are the subject of this Agreement are for the project at the following location: Design of a pedestrian underpass at US 160 and Route AB. The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(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 and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. 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 Transportation Enhancements Funds if the City does not meet the reasonable progress

(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 USC §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 USC §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 (USDOT) relative to nondiscrimination in federally assisted programs of the USDOT (Title 49 Code of Federal Regulations (CFR) 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 CFR §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 USDOT 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 USDOT 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 USDOT may determine to be appropriate, including but not limited to:

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

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.

(14) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 USC 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(15) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right of way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(16) 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.

(17) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government 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 eighty percent (80%) not to exceed \$108,000 (One hundred eight thousand dollars). 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

will advise the City of any required goals for participation by 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 CFR Part 26, as amended.

(24) 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.

(25) 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.

(26) 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.

(27) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. 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 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) 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.

(28) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) OF 2006: The City shall comply with all reporting requirements of the FFATA of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

[Remainder of Page Intentionally Left Blank]

Exhibit A - Location of Project



Exhibit C - Required Contract Provisions Federal-Aid Construction Contracts

To be inserted prior to execution

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDO/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) 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, 2 CFR 180.800;

(3) 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 (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) 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 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. 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.

c. 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 by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier 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 with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. 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 exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e 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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Signer Events	Signature	Timestamp
Accepted: 6/7/2023 9:45:35 AM ID: 43e1faf8-03d4-4d0e-95b0-9dcba940a033		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Dana L. Kaiser Dana.Kaiser@modot.mo.gov Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Tara Herx tara.herx@modot.mo.gov Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Lisa Gerling lisa.gerling@modot.mo.gov Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/23/2025 4:28:56 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

communication thereof through unsecure medium, such as traditional electronic mail, shall be entirely at your risk. You shall be liable for any unauthorized usage of your ID/Password combination and the DocuSign Authentication Code.

9) You agree and authorize the Commission to respond to and act upon any and all transactions initiated and transmitted by you electronically through DocuSign. Any transaction initiated and transmitted by you to the Commission through DocuSign and its eSignature application shall be deemed to have been authorized by you, and the Commission is entitled to assume that the said transactions are so authorized by you and the Commission shall be protected upon acting thereon.

10) You shall be fully liable to the Commission for every transaction entered into using a valid DocuSign Authentication Code sent to you through certified mail, telephone call or Short Message Service (SMS) text, with or without your knowledge. In no event will the Commission be liable to you for any special, direct, indirect, consequential or incidental loss or damages even if you have advised the Commission/MoDOT of such possibility. The Commission shall not be liable for any misuse, if any, of any data placed on the internet by third parties hacking or accessing the application and hosting server without authorization.

11) The Entity shall take responsibility for all the transactions with the Commission conducted electronically through DocuSign and will abide by the record of the transactions generated by DocuSign or by the Commission/MoDOT through DocuSign. Further such record of transactions shall be conclusive proof and binding for all purposes and may be used as conclusive evidence in any proceedings. All records of the Commission and DocuSign, whether in electronic form, magnetic medium, documents or any other form, with respect to electronic transactions sent or received through use of DocuSign shall be conclusive evidence of such transactions and shall be binding on the Entity.

12) The Commission/MoDOT shall not be liable for any loss or damage whatsoever caused, arising directly or indirectly, in connection with the services and /or this Agreement, including without limitation any: (A) Loss of data; and (B) Interruption or stoppages to your access to DocuSign and its eSignature application and/or processing of electronic transactions due to any operational or technical difficulties/reason beyond our control for any other reason. The Commission, along with its members, employees, agents, executors, successors and assigns shall not be liable for any damages or claims or injuries arising out of or in connection with the use of DocuSign and its eSignature application or its non-use including non-availability or failure of performance, loss or corruption of data, loss of or damage to property (including profit and goodwill), work stoppage, computer failure or malfunctioning or interruption of business, error, omission, deletion, defect, delay in operation or transmission, communication line failure or for any failure to act upon electronic transaction for any cause.

13) You shall keep confidential all information, in whatever form, produced, prepared, observed or received by you to the extent that such information is confidential by law or otherwise required by the Commission.

14) This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Missouri. 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.

15) The terms of this agreement and any amendments thereafter shall remain in full force and effect for as long as DocuSign is active, or by thirty (30) days written notification by either party

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

Executed by the City this 27th of May, 2025.

Executed by the Commission this _____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF WILLARD

By: _____

By: Mayor Terry Lee

Title: _____

Title: Mayor

ATTEST:

ATTEST:

Secretary to the Commission

By: Rebecca Hanson

Title: city clerk

Approved as to Form:

Approved as to Form:

Commission Counsel

By: _____

Title: _____

Ordinance No. _____



CITY OF WILLARD AGENDA REPORT BOARD OF ALDERS

TO: Board of Alders

FROM: Wes Young

SUBJECT: AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CRAWFORD, MURPHY, & TILLY, INC. FOR THE PLANNING AND DESIGN OF A U.S. HIGHWAY 160 PEDESTRIAN UNDERPASS

ATTACHMENTS: 1

First Reading: 05/27/25
Bill No.: 25-32

Second Reading: 06/09/25
Ordinance No.: 250527C

AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CRAWFORD, MURPHY, & TILLY, INC. FOR THE PLANNING AND DESIGN OF A U.S. HIGHWAY 160 PEDESTRIAN UNDERPASS

WHEREAS, the City of Willard (“The City”) has an ongoing commitment to safety in infrastructure design; and

WHEREAS, The City has determined the need for a pedestrian underpass near the intersection of State Route AB and US Highway 160; and

WHEREAS, Crawford, Murphy, and Tilly, Inc. offers planning and design services for similar projects;

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

SECTION I: That the Mayor, on behalf of the City of Willard, Missouri, is hereby authorized to sign the agreement offered by Crawford, Milly, & Tilly, Inc, according to the terms of that contract, which is attached hereto and incorporated herein as if set out in full.

SECTION II: This ordinance shall take effect and be in force from and after its passage and approval.

Read two times and passed at a meeting of the Board of Alders of the City of Willard, Missouri, on the **9th day of June, 2025.**

Approved By: _____
Troy Smith, Mayor

Attested By: _____
Rebecca Hansen, City Clerk

Approved as to Form: _____
Nate Dally, City Attorney

SPONSOR: City of Willard, MO

LOCATION: Willard, MO

PROJECT: US 160 Pedestrian Underpass: TAP 9901(881)

CONTRACT NUMBER: LPA 2025-1

THIS CONSULTING CONTRACT (the “**Contract**”) is between the City of Willard, MO, hereinafter referred to as the “**LPA**”, and *Crawford, Murphy, & tilly, Inc. 1631 W. Elfindale, Springfield MO 65807*, hereinafter referred to as the “**Engineer**”.

INASMUCH as funds have been made available by the Federal Highway Administration (the “**FHWA**”) through its *Transportation Alternatives Program (TAP)*, coordinated through the Missouri Department of Transportation, the LPA intends to design the US Highway 160 pedestrian underpass near the intersection of State Route AB & US Highway 160 in Willard, MO and requires professional engineering services. The Engineer will provide the LPA with professional services hereinafter detailed for the planning and design of the desired improvements and the LPA will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

Engineer shall provide certain services set forth in Attachment A attached hereto and incorporated herein by reference (the “**Services**”)

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 5% 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, 5% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

<u>DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS</u>	<u>TYPE OF DBE SERVICE</u>	<u>TOTAL \$ VALUE OF THE DBE SUBCONTRACT</u>	<u>CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL</u>	<u>PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL</u>
Palmerton & Parrish, Inc. 4168 W. Kearney St. Springfield, MO 65803	Geotechnical Services	\$8,300.00	\$8,300.00	7%

ARTICLE III-ADDITIONAL SERVICES

The LPA 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 LPA

The LPA will cooperate fully with the Engineer in the performance of the Services, including the following:

- A. make available all information pertaining to the project which may be in the possession of the LPA;
- B. provide the Engineer with the LPA'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 LPA employee to act as LPA's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the LPA's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);

ARTICLE V - PERIOD OF SERVICE

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

- A. Approval of the plans, specifications, and estimates by LPA shall be completed on November 14, 2025
- B. Engineer shall provide Services per the schedule set forth in Attachment B attached hereto and incorporated herein by reference (the “**Schedule**”)

The LPA 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 LPA in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, LPA 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 LPA will compensate the Engineer as follows:

- A. LPA will pay the Engineer the actual costs incurred plus a predetermined Fixed Fee (those Fixed Fees set out in the table below) for each Task (as set out in the table below and in Attachment A – Scope of Service) identified in the Contract, with an established Maximum Payment Amount for said Services which shall not be exceeded (see table below). The Engineer providing Services hereunder shall be required to keep track of the amount of Actual Costs plus Fixed Fee expended under each Task identified in this Contract at all times. Any costs in excess of the Maximum Payment Amount shall not be eligible for payment. The engineer shall be paid a cumulative maximum amount for the Services equal to the lesser of (i) the Actual Costs plus Fixed Fee for all Tasks or (ii) the maximum Payment Amount. In the event that work beyond the prescribed Services are needed, the Contract may be supplemented with the written agreement of both parties.

Task Number	Actual Costs Estimate	Fixed Fee	Maximum Payment Amount
01 – Administration/ Project Management	\$8,645.76	\$1,232.96	\$9,878.72
02 – Boundary & Topographic Survey	\$6,641.94	\$935.56	\$7,577.50
03 – Permitting & Environmental Compliance	\$14,883.56	\$1,836.74	\$16,720.30
04 – Public & Stakeholder Involvement	\$12,222.71	\$1,682.72	\$13,905.43
05 – Utility Coordination	\$5,543.22	\$788.64	\$6,331.86
06 – Geotechnical Investigation	\$9,582.62	\$183.68	\$9,766.30
07 – Preliminary/Right of Way Plan Development	\$22,675.80	\$3,247.43	\$25,923.23
08 – Final Plan Development	\$28,533.64	\$4,086.34	\$32,619.98

- B. Compensation is conditioned upon acceptable performance. Provided Engineer performs the Services in the manner set forth herein, the payments described herein shall constitute complete compensation for all services to be rendered under this Contract. The LPA expressly reserves the right to disapprove in whole or in part a request for payment where the Services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of Services set forth in Attachments A and B.
- C. Total compensation not to exceed. It is expressly understood that the amount of aggregate payments made by LPA under this Contract shall not exceed one hundred twenty two thousand seven hundred twenty three dollars and thirty two cents (\$122,723.32) (the “Maximum Payment Amount”).
- D. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment C attached hereto and incorporated herein by reference (the “Estimate of Cost”). Any major changes in work, extra work, exceeding of the Maximum Payment Amount, or change in the Fixed Fee Amounts will required a supplement to the Contract, as covered in Article III - ADDITIONAL SERVICES.
- E. Actual costs in Sections A and B above are defined as:
1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 2. An amount calculated at 167.80% 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 calculated at 0.54% 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 E above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- H. No partial payment to the Engineer shall be considered approval or acceptance of work done or materials furnished hereunder.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices of Actual Costs incurred, as well as all completed deliverables to date, and the appropriate documentation of the status of uncompleted deliverables for each Task specified in Attachment A – Scope of Services. Payments will be an amount equal to the Actual Costs incurred plus a pro-rated portion of the Fixed Fee. Payment may be withheld on any particular work item that has not been completed in accordance with the Contract. In no event shall the payment (Actual Costs plus Fixed Fee) exceed the Maximum Payment Amount for each Task specified in Article VII, paragraph A above.

Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. Upon receipt of the invoice, progress report, and confirmation by LPA that all work covered by the invoice has been completed in accordance with the Contract and to LPA's satisfaction in its sole and absolute discretion, the LPA will, as soon as practical, but not later than 45 days from receipt, pay the Consultant for the Services rendered in an amount equal to the Actual Costs incurred plus a pro-rated portion of the Fixed Fee. Payment may be withheld on any particular work item that has not been completed in accordance with the Contract. In no event shall the payment (Actual Costs plus Fixed Fee) exceed the Maximum Payment Amount for each Task specified in Article VII, paragraph A above.

The LPA will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the Maximum Payment Amount 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 Contract. The LPA will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the estimate for the portion of the Services completed, as shown by the progress report. The LPA shall not be liable for any charges which

exceed (i) the Maximum Payment Amount, (ii) the Fixed Fee Amount, or (iii) the Actual Costs for a Task. All payments made by LPA under this Contract will be subject to final audit of the Actual Costs and any necessary governmental grant documentation during the period of this Contract. The audit will be conducted after the Services are complete. In the event LPA's audit of the Actual Costs shows that LPA's payments to Engineer were greater than the Actual Costs, Engineer shall refund such excess amount to LPA within ten (10) days of receiving notice of such excess payment. In the event LPA's audit of the Actual Costs shows that LPA's payments to Engineer were less than the Actual Costs, LPA shall pay the amount of such deficiency to Engineer within a reasonable time; provided however, that Engineer shall not be entitled to payment of amounts greater than the Maximum Payment Amount and the Fixed Fee Amount.

- 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 LPA 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 LPA. 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.	94168 W. Kearney St, Springfield, MO 65803	Geotechnical Investigations

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

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The LPA 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 LPA, 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 LPA.
- B. Should the Agreement be suspended or terminated for the convenience of the LPA, the LPA 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 LPA 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 LPA 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the LPA. 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 LPA that funds are no longer available to continue performance.
 - 2. The LPA's persistent failure to make payment to the Engineer in a timely manner.
 - 3. Any material contract breach by the LPA.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

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

ARTICLE XV - SUCCESSORS AND ASSIGNS

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

ARTICLE XVI - COMPLIANCE WITH LAWS

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

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

ARTICLE XVIII - NONDISCRIMINATION

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

ARTICLE XIX – LOBBY CERTIFICATION

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

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
 - 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 - 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 - 3. Worker's Compensation in accordance with the statutory limits; and

Employer's Liability: \$1,000,000; and

4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the LPA 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 – Period of Services

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

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

Attachment F – DBE Contract Provisions

Attachment G – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this ____ day of _____, 2025.

Executed by the County/City this ____ day of _____, 2025.

FOR: CITY OF WILLARD, MISSOURI

BY: _____
City Administrator – City of Willard

ATTEST: _____
Rebecca Hansen, City Clerk

FOR: CRAWFORD, MURPHY & TILLY, INC.

BY: _____
SMO Group Manager

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 FINANCE DIRECTOR



Task 1 Project Administration

- a) Coordinate with OTO Project Manager regularly
- b) Participate in project team meetings, including preparing agendas and minutes
- c) MoDOT LPA Coordination
- d) Prepare monthly billing statements
- e) Conduct QA/QC Project Management Reviews

Task 2 Surveying

- a) Obtain topographic and boundary survey of existing physical improvements and facilities within the project area shown in Exhibit A.
 - i) Set project control points
 - ii) Conduct topographic survey within project limits, including utility locates and a tree survey for trees greater than 12"
 - iii) Field locate land corners, property corners and R/W markers to establish right of way, property lines and easements within the limits of the project.

Task 3 Permitting & Environmental Compliance

- a) NEPA Documentation
 - i) Floodplain/Regulatory Floodway (if necessary)
 - (1) Provide plans, hydraulic analysis (if needed), local floodplain permit & no-rise certificate to MoDOT for SEMA floodplain permit (required when crossing MoDOT ROW)
 - ii) Complete a biological assessment for possible endangered species impacts including:
 - (1) An evaluation of available on-site habitat will be completed, including documenting suitable habitat evaluation for Indiana, Northern Long-eared and Tri-Colored Bats
 - (2) A summary report will be prepared in accordance with MoDOT's LPA guidelines for any necessary coordination with USFWS.
 - iii) Complete a Waters of the US jurisdictional evaluation and delineation including field visit to identify the location, size and type of any jurisdictional waters. A wetland determination will also be conducted in accordance with the USACE Wetlands delineation manual and Midwest supplement.
 - iv) Prepare and submit Section 106 report to MoDOT and Missouri SHPO.
- b) Permits
 - i) Local Floodplain development permit and no rise certificate (if necessary)
 - ii) Land Disturbance Permit
 - iii) Section 404 Nationwide Permit, if required
- c) Deliverables:
 - i) Threatened and Endangered Species Assessment
 - ii) Finalized RER



Task 4 Public & Stakeholder Involvement

- a) Three (3) Stakeholder meetings are anticipated. Consultant to assist the City of Willard with preparations of materials for the meetings.
 - i) Consultant to develop necessary exhibits and materials for each meeting.
 - ii) Meeting minutes
- b) One (1) Public Involvement Meeting is anticipated. Consultant to assist the City of Willard with preparations of materials for the meeting.
 - i) Consultant to develop exhibits (assume three (2)) for display at public involvement meeting.

Task 5 Utility Coordination

- a) Field locate visible above ground evidence of utilities located within the project area. "Missouri One Call" will be contacted, and a formal request will be submitted for marking the locations of member utilities. In the event that "Missouri One Call" fails to respond, in whole or in part, to the formal request, underground facilities, structures, and utilities will be plotted from surveys and/or available records. The locations of all utilities are to be considered approximate. There may be other utilities, whose existence may not be known at the time of the survey.
- b) Coordinate with utility companies on the development of the plan of adjustment and obtain cost estimates.
- c) Show the existing utility facilities and plan of adjustments for proposed utilities facilities in the contract plans.
- d) Prepare special utility sheets as necessary (including utility profile and exhibits).

Task 6 Geotechnical Investigation

The Consultant shall perform two (2) borings: one on each side of US Hwy 160 to determine subsurface conditions to assist with the design of the pedestrian underpass. See Palmerton & Parrish, Inc. scope in fee for additional details.

Task 7 Preliminary/Right of Way Plan Development

- a) Preliminary/Right of Way plans will be developed based on discussions with MoDOT and Local Stakeholders in Task 4.
 - i) The following sheets will be included in the preliminary plan submittal:
 - (1) Cover
 - (2) Typical Sections
 - (3) Plan & Profile (Trail)
 - (4) Storm Plan & Profile (if necessary)
 - (5) Traffic Control Plan
 - (a) Consultant will evaluate design of two traffic control plans with evaluation including cost comparison and vetting through MoDOT.
 - (6) Cross-sections (50 foot sections + critical locations)
- b) Engineer's Opinion of Probable Construction Costs
- c) Drawings shall be prepared in accordance with MoDOT Design Standards



- d) One (1) electronic set in PDF format will be provided to the City of Willard for review and comment. Plans shall be approximately 60% complete.
- e) Consultant will attend one (1) meeting with the City of Willard to review preliminary/right of way plans and discuss comments.
- f) Consultant will conduct Hydraulic analysis.
- g) Deliverables:
 - i) Preliminary/Right of Way Plans
 - ii) Engineer's Estimate of Probable Construction Cost
 - iii) Disposition to Review Comments
 - iv) KMZ file of trail alignment

Task 7 Final Plan Development

- a) Upon approval of preliminary/right of way plans, the consultant shall prepare final plans.
 - i) The following sheets are anticipated:
 - (1) Cover
 - (2) General Notes
 - (3) Typical Sections
 - (4) Quantity Sheets
 - (5) Removal/Clearing Plan
 - (6) Plan & Profile (trail)
 - (7) Storm Plan & Profile
 - (8) Special Sheets
 - (9) Erosion Control Plan
 - (10) Traffic Control Plan
 - (11) Cross Sections (50 foot sections + critical locations)
 - (12) Detail sheets
 - ii) Consultant shall address and incorporate review comments during Preliminary/ROW Design
 - iii) Utility conflict summary
 - iv) Engineer's Opinion of Probable Construction Costs
 - v) Drawings shall be prepared in accordance with MoDOT & City standards
 - vi) One electronic set in PDF format will be provided to OTO for review and comment
- b) Special Provisions & Estimate
 - i) Consultant shall prepare special provisions for items not covered in MoDOT's standard specifications. A measurement and payment specification shall also be included to clearly describe each item in the bid proposal and how it shall be measured and paid.
 - ii) Engineer's Estimate of Probable Construction Cost



- c) Deliverables:
 - i) Final for Review Plans
 - ii) Final Plans
 - iii) Engineer's Estimate of Probable Construction Costs
 - iv) Special Provisions and Front End Documents
 - v) Updated KMZ file of trail alignment (if necessary)

ATTACHMENT B
CITY OF WILLARD, MO
PROFESSIONAL SERVICES COST SUMMARY
US HIGHWAY 160 PEDESTRIAN UNDERPASS



PREPARED BY: RTS

DATE: 4/23/2025

SUMMARY BY FIRM:

	FEE	HOURS	% OF TOTAL FEE
CMT	\$114,423.32	776	93%
PALMERTON & PARRISH, INC.*	\$8,300.00		7%

TOTAL	\$122,723.32	776	100%
*DBE PARTICIPATION =	6.76%		
	5% OVERALL GOAL		

SUMMARY BY TASK:

TASK

TASK NO.	ITEM DESCRIPTION	TASK TOTALS	CMT LABOR	CMT DIRECT COSTS	DIRECT COST BY OTHERS
1.	ADMINISTRATION/PROJECT MANAGEMENT	\$ 9,878.72	\$ 9,842.32	\$ 36.40	\$ -
2.	BOUNDARY & TOPOGRAPHIC SURVEY	\$ 7,577.50	\$ 7,468.30	\$ 109.20	\$ -
3.	PERMITTING & ENVIRONMENTAL COMPLIANCE	\$ 16,720.30	\$ 14,662.10	\$ 2,058.20	\$ -
4.	PUBLIC & STAKEHOLDER INVOLVEMENT	\$ 13,905.43	\$ 13,432.63	\$ 472.80	\$ -
5.	UTILITY COORDINATION	\$ 6,331.86	\$ 6,295.86	\$ 36.00	\$ -
6.	GEOTECHNICAL INVESTIGATION	\$ 9,766.30	\$ 1,466.30		\$ 8,300.00
7.	PRELIMINARY/RIGHT OF WAY PLAN DEVELOPMENT	\$ 25,923.23	\$ 25,923.23	\$ -	\$ -
8.	FINAL PLAN DEVELOPMENT	\$ 32,619.98	\$ 32,619.98	\$ -	\$ -
9.	ADDITIONAL SERVICES	\$ -	\$ -	\$ -	\$ -

TOTAL

\$122,723.32	\$111,710.73	\$2,712.60	\$8,300.00
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\$111,710.73	\$11,012.60
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GRAND TOTAL FEE	\$122,723.32
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GRAND TOTAL HOURS	776
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		Crawford, Murphy & Tilly, Inc. Tasks, Hours and Fee Summary																
Task No.	Task Description	Principal	Project Manager	Senior Environmental Scientist	Senior Civil Engineer	Structural Engineer	Civil Engineer	Environmental Scientist	Senior Specialty Professional 2 (Land Surveyor)	Senior Technician	Technician	Senior Administrative Specialist	Total Hours	Labor Costs				
		\$ 82.69	\$ 65.22	\$ 68.72	\$ 55.61	\$ 43.17	\$ 37.97	\$ 31.73	\$ 47.87	\$ 40.61	\$ 32.87	\$ 48.69						
1 ADMINISTRATION / PROJECT MANAGEMENT																		
	1 Project Coordination with City of Willard Project Manager		12											12				
	2 Project Team Meetings		4				8							12				
	3 MoDOT LPA Coordination		8											8				
	4 Contract Administration & Billing Preparation and Review		12											12				
	5 QA/QC Project Management Review	2	6											8				
	Sub Total CMT Hours	2	42	0	0	0	8	0	0	0	0	0		52				
	Hourly Salary	\$ 82.69	\$ 65.22	\$ 68.72	\$ 55.61	\$ 43.17	\$ 37.97	\$ 31.73	\$ 47.87	\$ 40.61	\$ 32.87	\$ 48.69						
	Sub Total CMT Labor Cost	\$165.38	\$2,739.24	\$0.00	\$0.00	\$0.00	\$303.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$3,208.38				
	Task Hours Check													52				
2 BOUNDARY & TOPOGRAPHIC SURVEY																		
	1 Detailed Topographic & Existing Facilities Survey																	
	Aligning to Control								1	2	2			5				
	Utility & Drainage Survey								1	4	4			9				
	Topographic Survey								2	8	8			18				
	Topographic Survey Processing								1	8				9				
	2 Land Boundary Survey																	
	MoDOT Right of Way download and review						1			2				3				
	Verification of MoDOT Right of Way and necessary parcels								8	8				16				
	Deliverables													0				
	Survey Data													0				
	Sub Total CMT Hours	0	0	0	0	0	1	0	15	30	14	0		60				
	Hourly Salary	\$ 82.69	\$ 65.22	\$ 68.72	\$ 55.61	\$ 43.17	\$ 37.97	\$ 31.73	\$ 47.87	\$ 40.61	\$ 32.87	\$ 48.69						
	Sub Total CMT Labor Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.97	\$0.00	\$718.05	\$1,218.30	\$460.18	\$0.00		\$2,434.50				
	Task Hours Check													60				
3 PERMITTING AND ENVIRONMENTAL COMPLIANCE																		
	1 NEPA Documentation																	
	MoDOT Coordination through RER			12										12				
	Threatened & Endangered Species			12				24						36				
	Wetlands & Streams			12				24						36				
	Socioeconomic			4										4				
	2 Permits																	
	Land Disturbance/SWPPP							8						8				
	Floodplain Permit							4						4				
	Section 404 Nationwide Permit (if required)							4						4				
	Sub Total CMT Hours	0	0	40	0	0	0	64	0	0	0	0		104				
	Hourly Salary	\$ 82.69	\$ 65.22	\$ 68.72	\$ 55.61	\$ 43.17	\$ 37.97	\$ 31.73	\$ 47.87	\$ 40.61	\$ 32.87	\$ 48.69						
	Sub Total CMT Labor Cost	\$0.00	\$0.00	\$2,748.80	\$0.00	\$0.00	\$0.00	\$2,030.72	\$0.00	\$0.00	\$0.00	\$0.00		\$4,779.52				
	Task Hours Check													104				
4 PUBLIC & STAKEHOLDER INVOLVEMENT																		
	1 Stakeholder & Property Owner Coordination Meetings																	
	MoDOT & Local Stakeholder Meeting (Assume 3)		16				32							48				
	2 Public Involvement Meeting																	
	Prepare Exhibits, Fact Sheet, and Presentation for the Public Meeting		2				16							18				
	Facilitate, Record, and Coordinate Public Involvement Meeting (Assume 1)	2	16				2					2		22				
	Sub Total CMT Hours	2	34	0	0	0	50	0	0	0	0	2		88				
	Hourly Salary	\$ 82.69	\$ 65.22	\$ 68.72	\$ 55.61	\$ 43.17	\$ 37.97	\$ 31.73	\$ 47.87	\$ 40.61	\$ 32.87	\$ 48.69						
	Sub Total CMT Labor Cost	\$165.38	\$2,217.48	\$0.00	\$0.00	\$0.00	\$1,898.50	\$0.00	\$0.00	\$0.00	\$0.00	\$97.38		\$4,378.74				
	Task Hours Check													88				
5 UTILITY COORDINATION																		
	1 Coordinate to Obtain MO 811 Locates		1				2							3				
	2 Review Surveys for Utilities Adversely Impacted		1				2							3				
	3 Coordinate Relocation Plan with Impacted Utilities & Cost Estimates		10				20							30				
	4 Prepare Utility JSPs		2				6							8				
	Sub Total CMT Hours	0	14	0	0	0	30	0	0	0	0	0		44				
	Hourly Salary	\$ 82.69	\$ 65.22	\$ 68.72	\$ 55.61	\$ 43.17	\$ 37.97	\$ 31.73	\$ 47.87	\$ 40.61	\$ 32.87	\$ 48.69						
	Sub Total CMT Labor Cost	\$0.00	\$913.08	\$0.00	\$0.00	\$0.00	\$1,139.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$2,052.18				
	Task Hours Check													44				
6 GEOTECHNICAL INVESTIGATION																		
	1 Coordinate Boring Locations with PPI		1				2							3				
	2 Review PPI Geotechnical Report		4				2							6				
														0				
	3 Geotechnical Investigation & Report													0				
	Sub Total CMT Hours	0	5	0	0	0	4	0	0	0	0	0		9				
	Hourly Salary	\$ 82.69	\$ 65.22	\$ 68.72	\$ 55.61	\$ 43.17	\$ 37.97	\$ 31.73	\$ 47.87	\$ 40.61	\$ 32.87	\$ 48.69						
	Sub Total CMT Labor Cost	\$0.00	\$326.10	\$0.00	\$0.00	\$0.00	\$151.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$477.98				
	Task Hours Check													9				

Crawford, Murphy & Tilly, Inc. Tasks, Hours and Fee Summary														
Task No.	Task Description	Principal	Project Manager	Senior Environmental Scientist	Senior Civil Engineer	Structural Engineer	Civil Engineer	Environmental Scientist	Senior Specialty Professional 2 (Land Surveyor)	Senior Technician	Technician	Senior Administrative Specialist	Total Hours	Labor Costs
7	PRELIMINARY/RIGHT OF WAY PLAN DEVELOPMENT													
	1 Preliminary/Right of Way Plans													
	Preliminary/Right of Way Plans Submittal													
	a. Cover		1				1							2
	b. Typical Sections		1				2							3
	c. Plan & Profile (Trail)		4		6		24							34
	d. Storm Plan & Profile (if necessary)		2		2		16							20
	e. Traffic Control Plan		8		12		32							52
	f. (Cross Sections (50 FT Sections + Critical Locations)		1				16							17
	Evaluate Utility Impacts		2				4							6
	Hydraulic Analysis		4		4		24							32
	Develop Opinion of Probable Cost		2			2	6							10
	Develop Disposition to Review Comments						2							2
	QA/QC	1	2		4									7
	2 Review Meeting with City Staff to Discuss Preliminary/Right of Way Design													
	i. Prepare & Facilitate Meeting		1				2							3
	3 Deliverables													
	a. Preliminary Plans													
	b. Engineer's Estimate													
	c. Disposition to Review Comments													
	d. ROW Legals & Plats													
	e. KMZ file of trail alignment													
	Sub Total CMT Hours	1	28	0	28	2	129	0	0	0	0	0	188	
	Hourly Salary	\$ 82.69	\$ 65.22	\$ 68.72	\$ 55.61	\$ 43.17	\$ 37.97	\$ 31.73	\$ 47.87	\$ 40.61	\$ 32.87	\$ 48.69		
	Sub Total CMT Labor Cost	\$82.69	\$1,826.16	\$0.00	\$1,557.08	\$86.34	\$4,898.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$8,450.40
	Task Hours Check													188
8	FINAL PLAN DEVELOPMENT													
	1 Final Trail Plans													
	Final Plan Sheets													
	a. Cover						1							1
	b. General Notes & Summary of Quantities		2		2		10							14
	c. Typical Sections						2							2
	d. Plan & Profile (Trail)		2		4		18							24
	e. Storm Plan & Profile		2		4		16							22
	f. Special Sheets - Box Culvert Design & Lighting Plan		8		24		40							72
	g. Erosion Control Plan		2				16							18
	i. Traffic Control Plan		2				16							18
	i. Cross Sections (50 FT Sections + Critical Locations)		2				12							14
	j. Detail Sheets		1		4		4							9
	Incorporate Review Comments During Preliminary/Right of Way Design Phase						2							2
	Incorporate Utility Relocation Plans		2				4							6
	Perform QC/QA Checklist Review	4	4											8
	Develop Opinion of Probable Cost		2				4							6
	Develop Disposition to Review Comments						2							2
	Review Meeting with City Staff to Discuss Final Design													
	i. Prepare & Facilitate Meeting		1				2							3
	2 Special Provisions													
	Prepare Job Special Provisions		2		8									10
	3 Deliverables													
	Final Plans (100%)													
	Engineer's Estimate													
	Quantity Takeoff Drawings & Calculations													
	Special Provisions & Bid Book													
	Any spreadsheets, hand calculations, notes, or other supporting informations													
	Updated KMZ file of trail alignment (if necessary)													
	Disposition to Review Comments													
	Sub Total CMT Hours	4	32	0	46	0	149	0	0	0	0	0	231	
	Hourly Salary	\$ 82.69	\$ 65.22	\$ 68.72	\$ 55.61	\$ 43.17	\$ 37.97	\$ 31.73	\$ 47.87	\$ 40.61	\$ 32.87	\$ 48.69		
	Sub Total CMT Labor Cost	\$330.76	\$2,087.04	\$0.00	\$2,558.06	\$0.00	\$5,657.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$10,633.39
	Task Hours Check													231

Crawford, Murphy & Tilly, Inc. Tasks, Hours and Fee Summary														
Task No.	Task Description	Principal	Project Manager	Senior Environmental Scientist	Senior Civil Engineer	Structural Engineer	Civil Engineer	Environmental Scientist	Senior Specialty Professional 2 (Land Surveyor)	Senior Technician	Technician	Senior Administrative Specialist	Total Hours	Labor Costs
9	Additional Services													
	Additional Services to be added based on City identification and approval.													
	Sub Total CMT Hours	0	0	0	0	0	0	0	0	0	0	0	0	
	Hourly Salary	\$ 82.69	\$ 65.22	\$ 68.72	\$ 55.61	\$ 43.17	\$ 37.97	\$ 31.73	\$ 47.87	\$ 40.61	\$ 32.87	\$ 48.69		
	Sub Total CMT Labor Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Task Hours Check													0
	Total CMT Hours	9	155	40	74	2	371	64	15	30	14	2	776	
	Hourly Salary	\$ 82.69	\$ 65.22	\$ 68.72	\$ 55.61	\$ 43.17	\$ 37.97	\$ 31.73	\$ 47.87	\$ 40.61	\$ 32.87	\$ 48.69		
	Total CMT Labor Cost	\$744.21	\$10,109.10	\$2,748.80	\$4,115.14	\$86.34	\$14,086.87	\$2,030.72	\$718.05	\$1,218.30	\$460.18	\$97.38		\$36,415.09

Labor	\$36,415.09
Overhead (167.8%)	\$61,104.52
Subtotal	\$97,519.61
Fixed Fee (14.35%)	\$13,994.06
FCCM (0.54%)	\$196.64
Total	\$111,710.32
Direct Costs	\$11,013.00
CMT FEE	\$114,423.32
TOTAL FEE	\$122,723.32

CMT FEE SUMMARY

Task	Labor Costs	Payroll, Gen & Admin Overhead	Profit	FCCM	Direct Costs	Total Cost	DIRECT COSTS		
							Services By Others	CMT	Total
1 Administration / Project Management	\$3,208.38	\$5,383.66	\$1,232.96	\$17.33	\$36.40	\$9,878.72	\$0.00	\$36.40	\$36.40
2 Boundary & Topographic Survey	\$2,434.50	\$4,085.09	\$935.56	\$13.15	\$109.20	\$7,577.50	\$0.00	\$109.20	\$109.20
3 Permitting & Environmental Compliance	\$4,779.52	\$8,020.03	\$1,836.74	\$25.81	\$2,058.20	\$16,720.30	\$0.00	\$2,058.20	\$2,058.20
4 Public & Stakeholder Involvement	\$4,378.74	\$7,347.53	\$1,682.72	\$23.65	\$472.80	\$13,905.43	\$0.00	\$472.80	\$472.80
5 Utility Coordination	\$2,052.18	\$3,443.56	\$788.64	\$11.08	\$36.40	\$6,331.86	\$0.00	\$36.40	\$36.40
6 Geotechnical Investigation	\$477.98	\$802.05	\$183.68	\$2.58	\$8,300.00	\$9,766.30	\$8,300.00	\$0.00	\$8,300.00
7 Preliminary/Right of Way Plan Development	\$8,450.40	\$14,179.77	\$3,247.43	\$45.63	\$0.00	\$25,923.23	\$0.00	\$0.00	\$0.00
8 Final Plan Development	\$10,633.39	\$17,842.83	\$4,086.34	\$57.42	\$0.00	\$32,619.98	\$0.00	\$0.00	\$0.00
9 Additional Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$36,415.09	\$61,104.52	\$13,994.06	\$196.64	\$11,013.00	\$122,723.32	\$8,300.00	\$2,713.00	\$11,013.00

ATTACHMENT B - DIRECT COST AND SERVICES BY OTHERS**US HIGHWAY 160 PEDESTRIAN UNDERPASS**

SEE MAN-HOUR ESTIMATE FOR ADDITIONAL SUPPORTING INFORMATION

						CMT DIRECT COSTS	OUTSIDE DIRECT COSTS
TASK	DESCRIPTION						
1	ADMINISTRATION / PROJECT MANAGEMENT						
	A.	MILEAGE	52	MI	(26 MI @ 2 TRIPS @ \$0.70/MI)	\$36.40	
ITEM TOTAL:						\$36.40	\$0.00
2	BOUNDARY & TOPOGRAPHIC SURVEY						
	A.	MILEAGE	156	MI	(26 MI @ 6 TRIPS @ \$0.70/MI)	\$109.20	
ITEM TOTAL:						\$109.20	\$0.00
3	PERMITTING & ENVIRONMENTAL COMPLIANCE						
	A.	AIRFARE	2	FLIGHT: (1 FLIGHT @ 2 PERSONS @ \$600/FLIGHT)		\$1,200.00	
	B.	LODGING	2	NIGHT: (2 NIGHTS @ 2 PERSONS @ \$150/NIGHT)		\$600.00	
	C.	MILEAGE	26	MI	(26 MI @ 1 TRIP TO/FROM PROJECT SITE @ \$0.70/MI)	\$18.20	
	D.	PER DIEM	4	DAYS (2 DAYS @ 2 PERSONS @ \$60/DAY)		\$240.00	
ITEM TOTAL:						\$2,058.20	\$0.00
4	PUBLIC & STAKEHOLDER INVOLVEMENT						
	A.	MILEAGE	104	MI	(26 MI @ 4 TRIPS @ \$0.70/MI)	\$72.80	
	B.	EXHIBITS				\$400.00	
ITEM TOTAL:						\$472.80	\$0.00
5	UTILITY COORDINATION						
	A.	MILEAGE	52	MI	(26 MI @ 2 TRIPS @ \$0.70/MI)	\$36.40	
ITEM TOTAL:						\$36.40	\$0.00
6	GEOTECHNICAL INVESTIGATION						
	SUB-CONSULTANT (PALMERTON & PARRISH, INC.)						\$8,300.00
ITEM TOTAL:						\$0.00	\$8,300.00
TOTAL						\$11,013.00	



PALMERTON & PARRISH, INC.

4168 W. KEARNEY ST.
SPRINGFIELD, MO 65803
Ph: (417) 864-6000
www.ppimo.com

Item # 18.

PROFESSIONAL SERVICES AGREEMENT

April 18, 2025

Mr. Ryan Stehn, P.E.
Crawford, Murphy & Tilly, Inc.
1631 W. Elfindale St.
Springfield, MO 65807
rstehn@cmtengr.com

RE: PROPOSAL FOR GEOTECHNICAL INVESTIGATION
OTO – Willard Trail Project – New Underpass
Willard, Missouri

Dear Mr. Stehn:

Palmerton & Parrish, Inc. (PPI) appreciates the opportunity to submit this proposal for a Subsurface Investigation and Geotechnical Engineering Report. The sections below summarize PPI's Project Understanding, planned Scope of Services, and Estimated Cost.

PROJECT UNDERSTANDING

Based upon the information provided, OTO / City of Willard is planning on constructing a trail underpass below Hwy 160 just east of the S. Farmer Road intersection in Willard, Missouri. Subsurface conditions near the underpass alignment are desired to aid in design.

All borings are anticipated to be drilled off of the roadway within or near MoDOT right of way. As a result, a right of way permit and signage is anticipated to be required during field operations. No other traffic control measures are currently included in this proposal.

SCOPE OF SERVICES

PPI's scope of services will include a field subsurface investigation, laboratory testing, engineering analysis, and preparation of a geotechnical engineering report. A slope stability or shoring analysis is not currently included within this scope, but can be performed upon request.

Field Subsurface Investigation:

As requested, PPI has based this proposal on drilling a total of two (2) borings, with 1 boring on each side of US Hwy 160. Each boring will be extended to a depth of 20 ft. or auger refusal upon bedrock, whichever is shallower. If limestone is encountered within 15 ft. or shallower, an additional 5 ft. of rock core will be obtained within one boring.

Drilling and sampling methods will be as generally outlined below.

- Borings will be logged in the field by a PPI Engineer or Geologist;
- Subsurface borings will be drilled using 4.5-inch O.D. solid stem augers or 4.25-inch I.D. hollow stem augers;
- Soil samples will be collected at 2.5 to 5-foot centers during drilling;
- Soil sample types will include split spoon samples collected during performance of the Standard Penetration Test (ASTM D1586), and thin-walled Shelby tube samples pushed hydraulically in advance of drilling (ASTM D1587);
- Rock coring will be performed using an NQ2 size core barrel;
- Groundwater levels will be measured during drilling and upon completion of drilling; and
- Borings will be backfilled with high yielding bentonite grout.

Approximate boring locations are shown below in [blue](#).



Laboratory Testing Program:

Soil samples will be sealed and transported to PPI's Springfield Laboratory for further evaluation and completion of laboratory testing. Laboratory testing will include the following:

- Atterberg Limits (ASTM D4318);
- Grain Size Analysis (ASTM D6913);
- Moisture Content (ASTM D2216);
- Unconfined Compressive Strength (ASTM D2166); and
- Pocket Penetrometer Strength.

The specific number and types of laboratory tests that will be performed will be influenced by the subsurface conditions encountered in the field and the quality of samples. The exact scope of the laboratory testing program will not be determined until the field investigation is complete.

Geotechnical Engineering Report:

Collected field and laboratory data will be analyzed, and a formal Geotechnical Engineering Report will be prepared. The Report will include the following:

- Site Location Plan;
- Boring Location Plan;
- Gint generated Boring Logs showing the results of field and laboratory testing;
- Geotechnical Engineering Recommendations for Underpass foundations and associated excavation;
- Seismic site class; and
- Recommendations for general earthwork and construction planning.

ESTIMATED COST

PPI will provide the scope of services outlined in this proposal on a lump sum basis as shown below.

Item	Estimated Cost
OTO – Willard Trail Underpass – Geotechnical Report	\$8,300.00

PPI's estimated cost is based on the assumptions listed below.

- A MoDOT Right of Way permit will be obtained by PPI prior to drill rig mobilization;
- It is assumed that the site is accessible by PPI's track-mounted drilling equipment. This proposal does not include an allowance for site clearing or earthwork to accommodate drill rig access;
- Borings will be staked in the field by PPI's drill crew;
- PPI will notify the Missouri One Call System to locate and mark public utilities;
- These services are not subject to prevailing wage requirements;
- **All private utilities, if any, will be located and marked in the field by others prior to PPI's mobilization;**
- **Field work will commence during normal business hours, Monday through Friday, with no holiday or weekend work; and**
- All samples will be stored at PPI's Springfield Laboratory until 30 days after the final report is issued, at which time, the samples will be discarded.

PPI will notify the Client if unanticipated conditions encountered during the field investigation merit a change in scope beyond that discussed in this proposal. In any event, we will not exceed projected costs without your prior approval.

PAYMENT TERMS

PPI shall present monthly invoices for services or present a single invoice at completion of services and Client shall pay the full amount thereof within thirty (30) days after presentation. Any charges held to be in dispute by Client shall be identified in writing to PPI within ten (10) days after presentation of PPI's invoice or shall be paid in full per the terms of this Agreement. If payment in full is not received per the terms of this Agreement, PPI shall have the right to suspend services and withhold all documents until payment is received and apply a 5% delinquency charge on the unpaid balance from the date of the invoice. Payment of such charge shall not excuse the default in payment or terminate the unperformed portion of this Agreement. *Payment to PPI shall NOT be withheld, postponed, or made contingent on the construction, completion or success of the Project(s) or made contingent upon Client receiving payment or reimbursement from Project Owner, Contractor, or any other source.*

TERMS & CONDITIONS OF SERVICE

Please call our Springfield office at (417) 864-6000 if you have any questions regarding this proposal or if you need additional information.

This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by PPI in writing.

Client acknowledges that it has reviewed the General Conditions and any attachments or exhibits attached hereto, which are expressly made a part of and incorporated into this Agreement by reference.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below.

PALMERTON & PARRISH, INC.

By 

Brandon R. Parrish, PE
Geotechnical Engineer / Vice President

Attachments:
General Conditions

By signing below, you acknowledge you have full authority to bind Client to the terms of the Agreement. Your signature below authorizes and accepts the terms set forth herein:

CLIENT

Signature: _____

Name: _____

Title: _____

Date: _____

Additional Information

Additional Contact Information
[if different from above]

Report Transmittal Instructions:
[email(s) for distribution list]

Invoice Transmittal Instructions:
[email(s) for invoice(s); hard copy requested, etc.]

Other Information:

GENERAL CONDITIONS

STANDARD OF CARE

PPI shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). PPI shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. PPI makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with PPI's services. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified.

CODE COMPLIANCE

PPI shall review applicable laws, codes, and regulations and, in the provision of its Services, shall respond to such requirements imposed by the governmental authorities having jurisdiction over the Project and reasonably known to PPI at the time services are provided. Client acknowledges that the requirements of federal, state, and local laws, rules, codes, ordinances, and regulations, including, but not limited to, the Americans with Disabilities Act, are subject to various and possible contradictory interpretations. PPI will use reasonable professional efforts and judgment to correctly interpret and apply such requirements. PPI, however, cannot and does not warrant or guarantee that its services and documents will comply with all such interpretations and requirements.

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both Client and PPI, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, the total liability, in the aggregate, of PPI, PPI's officers, directors, partners, employees, agents, and subconsultants, to Client, and anyone claiming by, through, or under Client for any claims, losses, costs, or damages whatsoever, including without limitation attorneys' fees and costs and expert witness fees and costs arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability,

breach of contract, or breach of warranty, shall not exceed the total compensation received by PPI or twenty-five thousand dollars (\$25,000), whichever is greater.

MUTUAL INDEMNITY

PPI and Client each agree to indemnify the other against liability, damages, costs and expenses including reasonable attorney's fees and expenses recoverable under applicable law (collectively "Damages") that are caused to the other due to the negligence of the indemnifying party, but only to the extent of the indemnifying party's negligence. Neither PPI nor Client shall be required to indemnify the other to the extent Damages arise from or are caused by the indemnified party's own negligence (whether sole, concurrent, or contributory). Neither PPI nor Client shall have a duty to provide the other an up-front defense of any claim.

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by PPI pursuant to this Agreement are instruments of PPI's professional service, and PPI shall retain ownership and property interest therein, including all copyrights. Upon payment in full for services rendered, PPI grants Client a license to use instruments of PPI's professional service for the purpose of constructing, occupying, or maintaining the Project. Reuse or modification of any such documents by Client, without PPI's written permission, or use of documents after termination, shall be at Client's sole risk, and Client agrees to indemnify, defend, and hold PPI harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

DISCLAIMER OF THIRD PARTY RELIANCE

Nothing contained in this Agreement shall create a contractual relationship or a cause of action in favor of a third party against either the Client or PPI.

DISPUTE RESOLUTION

Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to a meet-and-confer session as a condition precedent to mediation.

Client and PPI shall endeavor to resolve claims, disputes, and other matters in question during the meet-and-confer session. The meet-and-confer session shall be attended by Client and PPI or their authorized representatives who shall have the authority to bind the parties. The meet-and-confer session shall take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meet-and-confer session, the parties shall exchange relevant information that will assist in resolving the claim, dispute, or controversy.

If the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution. If the parties cannot reach a mutually acceptable resolution, they shall proceed to mediation as a condition precedent to binding dispute resolution. If the parties do not resolve a dispute through mediation, the parties shall mutually agree on a method of binding dispute resolution, either litigation in a court of competent jurisdiction or arbitration.

INSURANCE

PPI maintains insurance, which PPI deems to be adequate. Certificates of Insurance evidencing such coverage will be provided, if requested.

GOVERNING LAW

The Agreement shall be governed by the Laws of the State of Missouri.

CONSTRUCTION RESPONSIBILITIES

Client understands and acknowledges that: (1) PPI has no control over, charge of, or responsibility for construction activities or jobsite safety on the Project; (2) Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, jobsite safety, and security; and (3) PPI shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.

ATTACHMENT C**PERIOD OF SERVICE**

The Consultant shall make submittals in accordance with the funding schedule below:

1. Notice to Proceed – June 16, 2025
2. Preliminary/Right of Way Plan Submittal – August 4, 2025
3. Preliminary/Right of Way Plan Approval – August 29, 2025
4. Public Meeting – September 2, 2025
5. PS&E Plans, Estimate, and JSPs Submittal – October 17, 2025
6. PS&E Plans, Estimate, and JSPs Approval – November 14, 2025

PERIOD OF SERVICE – The total period of service is expected to be completed by December 2025.

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/eplsearch.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,

Fig. 136.4.1 Contract

Revised 01/27/2016

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Firm Name (Consultant): Crawford, Murphy & Tilly, Inc.

Project Owner (LPA): City of Willard, MO

Project Name: US Highway 160 Pedestrian Underpass

Project Number: TAP 9901(881)

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

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

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

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

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

LPA

Consultant

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____



CITY OF WILLARD AGENDA REPORT BOARD OF ALDERS

TO: Board of Alders

FROM: Wes Young

SUBJECT: AN ORDINANCE RE-ESTABLISHING THE ORGANIZATION AND OPERATION OF AN ECONOMIC DEVELOPMENT TASK FORCE FOR THE CITY OF WILLARD; AUTHORIZING THE MAYOR TO PROCEED WITH THE APPOINTMENT OF A NINE-MEMBER ADVISORY BOARD, WITH THE APPROVAL OF THE BOARD OF ALDERMEN, TO SERVE AS THE ECONOMIC DEVELOPMENT TASK FORCE.

ATTACHMENTS: 1

First Reading: 6-09-25
Bill No.: 25-34

Second Reading: 6-23-25
Ordinance No.: 250609

AN ORDINANCE RE-ESTABLISHING THE ORGANIZATION AND OPERATION OF AN ECONOMIC DEVELOPMENT TASK FORCE FOR THE CITY OF WILLARD; AUTHORIZING THE MAYOR TO PROCEED WITH THE APPOINTMENT OF A NINE-MEMBER ADVISORY BOARD, WITH THE APPROVAL OF THE BOARD OF ALDERMEN, TO SERVE AS THE ECONOMIC DEVELOPMENT TASK FORCE.

WHEREAS, the City of Willard (“the City”) recognizes that a strong and vibrant local economy is crucial to the well-being and prosperity of its residents and businesses; and

WHEREAS, the City recognizes the existence of opportunities to foster growth and development through focused strategies and initiatives; and

WHEREAS, collaboration by a formal task force is necessary to address these challenges and capitalize on these opportunities;

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

Section 1. Creation of Task Force

There is hereby created an Economic Development Task Force to guide and assist with the development, promotion, and implementation of strategies in order to identify and encourage economic development within the City.

Section 2. Appointment of Board

The Mayor shall, with the approval of a majority of all members of the Board of Aldermen, appoint an Economic Development Task Force of nine (9) members. One (1) member shall be a member of the Board of Aldermen; the President of the Chamber of Commerce shall be one (1) member; the city administrator shall be one (1) member and two (2) members shall be members of the Chamber of Commerce. The remaining members will consist of two (2) residents of the City of Willard, and two (2) members shall be an owner, manager, or employee of a Willard business or owner of real property located in the City.

Section 3. Duration and Renewal

The Economic Development Task Force shall serve for a renewable two-year term. The Task Force shall submit an annual report to the Mayor and Board of Aldermen summarizing its activities and recommendations. The Board may vote to renew, revise, or conclude the Task Force based on this report.

Section 4. Filling Vacancies

When a vacancy occurs on the Economic Development Task Force by removal, resignation, or otherwise, said vacancy shall be reported to the Board of Aldermen and shall be filled in the same manner as original appointments for the unexpired term of said member.

Section 5. Compensation

No Economic Development Task Force member shall receive any compensation for service on the Task Force.

Section 6. Meeting Schedule and Quorum

The Economic Development Task Force shall meet no less than quarterly. Additional meetings may be scheduled at the discretion of the Chair. The Task Force shall elect a Chair and a Vice-Chair from among its members. A quorum shall consist of five (5) members.

Section 7. Staff Support

The City Administrator shall assign one or more staff members to serve as liaisons to the Task Force. Staff liaisons shall assist in coordinating agendas, preparing materials, facilitating communication with City departments, and maintaining records.

Section 8. Duties and Responsibilities

The Economic Development Task Force shall have the following duties and responsibilities:

- (a) With the City Comprehensive Plan as the foundation for the community vision, identify elements of the land development regulations that might be amended to encourage potential future development activities.
- (b) Assist in developing an overall economic development strategy and vision for the community.
- (c) Explore funding options available at the federal and state level that may facilitate and encourage economic development and make recommendations to the Board of Aldermen on pursuing those funding sources.
- (d) Identify steps that all stakeholders can take to foster a positive business environment, encourage economic development, and create new jobs in the City of Willard.
- (e) Recommend prioritized action items to the Board of Aldermen for possible inclusion in the City's budget, planning, or capital programs.
- (f) Organize at least one annual stakeholder roundtable, developer workshop, or industry engagement event.

- (g) Evaluate the effectiveness of current economic development incentives and policies and recommend changes/additions to enhance competitiveness and transparency.

Section 9. Working Groups

The Task Force may establish ad hoc working groups composed of Task Force members, staff, and relevant stakeholders to explore specific issues, projects, or areas of interest. These groups shall report back to the full Task Force with findings and recommendations.

Section 10. Advisory Capacity

The Economic Development Task Force is an advisory board, and its decisions are purely recommendations to be forwarded to the Board of Aldermen for consideration.

Section 11. Removal of Members

The Mayor may, with the consent of a majority of all the members of the Board of Aldermen, remove any Economic Development Task Force member. Any member may also be removed by a two-thirds (2/3) vote of all members of the Board of Aldermen, independently of the Mayor's approval or recommendation.

Section 12. Reports

The Task Force shall submit an annual report summarizing activities, findings, and recommendations.

A final report may be submitted at the conclusion of the Task Force's operations if it is not renewed.

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

Read two times and passed at a meeting of the Board of Alders of the City of Willard, Missouri, on the **23rd day of June, 2025.**

Approved By: _____

Troy Smith, Mayor

Attested By: _____

Rebecca Hansen, City Clerk

Approved as to Form: _____

Nate Dally, City Attorney



CITY OF WILLARD AGENDA REPORT BOARD OF ALDERS

TO: Board of Alders

FROM: Wes Young

SUBJECT: AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, GREENE COUNTY, MISSOURI, AUTHORIZING THE APPOINTMENT OF ONE DIRECTOR AND ONE ALTERNATE TO THE SOUTHWEST MISSOURI JOINT MUNICIPAL WATER UTILITY COMMISSION

ATTACHMENTS: 1

First Reading: 06/09/2025
Bill No.: 25-35

Second Reading: 06/23/2025
Ordinance No.: 250609A

AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, GREENE COUNTY, MISSOURI, AUTHORIZING THE APPOINTMENT OF ONE DIRECTOR AND ONE ALTERNATE TO THE SOUTHWEST MISSOURI JOINT MUNICIPAL WATER UTILITY COMMISSION

WHEREAS, The City of Willard (“The City”) seeks to enhance the quality and efficiency of its municipal utilities, including water; and

WHEREAS, The City recognizes that joining the Southwest Missouri Joint Municipal Water Utility Commission will provide access to advanced infrastructure, cost-effective solutions, and shared expertise; and

WHEREAS, such participation is authorized by Missouri Revised Statute Section 393.710, which allows municipalities to form joint municipal utility commissions;

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

SECTION I: The City of Willard hereby authorizes Mayor Troy Smith to serve as the appointed Director to the Southwest Missouri Joint Municipal Water Utility Commission, and City Administrator Wesley Young to serve as the appointed Alternate when the Director does not attend.

SECTION II: This ordinance shall take effect and be in force from and after its passage and approval.

Read two times and passed at a meeting of the Board of Alders of the City of Willard, Missouri, on the 23rd day of June, 2025.

Approved By: _____

Troy Smith, Mayor

Attested By: _____

Rebecca Hansen, City Clerk

Approved as to Form: _____

Nate Dally, City Attorney

Attorney Work Product; Privileged and Confidential

DRAFT

RESOLUTION DELEGATING AUTHORITY TO ENTER A SUBAGREEMENT
BETWEEN
THE SOUTHWEST MISSOURI JOINT MUNICIPAL WATER UTILITY COMMISSION
AND
[User]
REGARDING REALLOCATED WATER STORAGE SPACE IN STOCKTON LAKE

WHEREAS, the Southwest Missouri Joint Municipal Water Utility Commission ("JMUC") is a Joint Municipal Utility Commission formed under the Joint Municipal Utility Commission Act, Revised Statutes of Missouri Section 393.700 *et seq.*;

WHEREAS, [User] is a member of JMUC;

WHEREAS, JMUC was created to develop water supply projects for Southwest Missouri to meet projected future needs for [User] and other members;

WHEREAS, to this end, JMUC has been working with the U.S. Army Corps of Engineers ("Corps") for many years to secure a "storage contract" authorizing JMUC and/or its members to use storage in that project for water supply purposes;

WHEREAS, JMUC has reason to believe that the Corps will enter into a storage contract substantially similar to the draft attached as Exhibit A in the near future (the "Storage Contract");

WHEREAS, JMUC anticipates the Storage Contract will grant JMUC a permanent right to utilize 90,790 acre-feet of storage space in Stockton Lake to store water for municipal and industrial water supply, which is expected to provide a safe yield of approximately 38 million gallons per day ("mgd");

WHEREAS, JMUC further anticipates the Storage Contract will obligate JMUC to make annual "first cost" payments to the Corps of approximately \$2 million per year; occasional additional payments for "repair, rehabilitation, and maintenance costs," which will be incurred as needed; and additional annual payments to cover "operations and maintenance costs" at Stockton Lake;

WHEREAS, before executing any contract with the Corps, JMUC must have subagreements in place with participating members to pay these costs;

WHEREAS, JMUC anticipates entering into "pass-through" subcontracts with its members, which will suballocate a portion of JMUC's storage space to each member in exchange for an agreement to pay a proportional share of JMUC's costs (the "Water Storage Subcontract");

Attorney Work Product; Privileged and Confidential

DRAFT

WHEREAS, JMUC anticipates that the pass-through subcontracts will be substantially similar to the template contract as Exhibit B (the "Template Subcontract") (i.e., capped at 10% over the dollar amounts shown in Article 3, paragraphs (a)(1)(a)(1) and (2) but could be lower);

WHEREAS, time is of the essence in formally executing subagreements once the pass-through subcontracts have been reviewed and approved by the Corps.

NOW, THEREFORE, BE IT RESOLVED THAT the [governing body] for [User] hereby desires to enter into a Water Storage Subcontract with JMUC substantially similar to the Template Subcontract, and hereby authorizes [delegated person or persons] to execute any and all documents necessary in order to bind [User] to such Water Storage Subcontract.

[USER]

By: _____

Date: _____

WATER STORAGE AGREEMENT
BETWEEN THE DEPARTMENT OF THE ARMY
AND
SOUTHWEST MISSOURI JOINT MUNICIPAL WATER UTILITY COMMISSION

FOR
REALLOCATED WATER STORAGE SPACE IN STOCKTON LAKE

THIS AGREEMENT, entered into this ____ day of _____, 2024, by and between THE DEPARTMENT OF THE ARMY (hereinafter called the "Government") represented by the District Engineer executing this agreement, and Southwest Missouri Joint Municipal Water Utility Commission (hereinafter called the "User");

WITNESSETH THAT:

WHEREAS, the Flood Control Act of 1954 (Public Law 780, 83rd Congress), authorized the construction, operation, and maintenance of Stockton Lake on the Sac River, Missouri, (hereinafter called the "Project"); and

WHEREAS, the User desires to enter into an agreement with the Government for the use of storage for municipal and industrial water supply added to the Project by reallocation, and for payment of the cost thereof in accordance with the provisions of the Water Supply Act of 1958, as amended (43 U.S.C. 390b-f); and

WHEREAS, the User as shown in Exhibit "A", attached to and made a part of this agreement, is empowered to enter into an agreement with the Government and is vested with all necessary powers of accomplishment of the purposes of this agreement.

NOW, THEREFORE, the Government and the User agree as follows:

ARTICLE 1 - Water Storage Space.

a. Project Modification. The Government, subject to the directions of Federal law and any limitations imposed thereby, shall modify the allocation of storage space in the Project so as to include therein space for the storage of water by the User.

b. Rights of User.

(1). The User shall have the right to utilize an undivided 13.07 percent (estimated to contain 90,790 acre-feet after adjustment for sediment deposits) of the usable conservation storage space in the Project (see column (5) of Exhibit B-1) between elevations 830.0 feet and 868.9 feet above National Geodetic Vertical Datum (NGVD), which is estimated to contain 694,715 acre-feet after adjustment for sediment deposits. The User's storage space is to be used to impound water for present demand or need for municipal and industrial water supply. This storage space is to be used in two in two stages:

a. Stage 1 Storage. Commencing on the Execution Date, User shall have the right to utilize 45,395 acre-feet of storage within the above-mentioned elevations.

b. Stage 2 Storage. Upon (i) User's notification to the Government that it is ready to utilize additional storage or (ii) fifteen years after the Execution Date, whichever is earlier, User shall have the right to utilize an additional 45,395 acre-feet of storage within the above-mentioned elevations.

(2). The User shall have the right to withdraw water from the lake, or to request releases to be made by the Government through the outlet works of the Project, subject to the provisions of Article 1c and to the extent the aforesaid storage space will provide; and shall have the right to construct all such works, plants, pipelines, and appurtenances as may be necessary and convenient for the purpose of diversion or withdrawals, subject to the approval of the District Engineer as to design and location. The grant of an easement for right-of-way, across, in and upon land of the Government at the Project shall be by a separate instrument in a form satisfactory to the Secretary of the Army, under the authority of and in accordance with the provisions of 10 U.S.C. 2668 and such other authorities as may be necessary. Subject to the conditions of such easement, the User shall have the right to use so much of the Project land as may reasonably be required in the exercise of the rights and privileges granted under this agreement.

c. Rights Reserved. The Government reserves the right to control and use all storage in the Project in accordance with authorized Project purposes. The Government further reserves the right to take such measures as may be necessary in the operation of the Project to preserve life and/or property, including the right not to make downstream releases during such periods of time as are deemed necessary, in its sole discretion, to inspect, maintain, or repair the Project.

d. Quality or Availability of Water. The User recognizes that this agreement provides storage space for raw water only. The Government makes no representations with respect to the quality or availability of water and assumes no responsibility therefor, or for the treatment of the water.

e. Sedimentation Surveys.

(1). Sedimentation surveys will be made by the District Engineer during the term of this agreement at intervals not to exceed fifteen (15) years unless the District Engineer determines that such surveys are unnecessary. When, in the opinion of the District Engineer, the findings of such survey indicate any Project purpose will be affected by unanticipated sedimentation distribution, there shall be an equitable redistribution of the sediment reserve storage space among the purposes served by the Project including municipal and industrial water supply, recognizing that the Project will continue to be regulated to reduce flooding downstream from the dam. Adjusted pool elevations will be rounded to the nearest one-half foot. Such findings and the storage space allocated to municipal and industrial water supply shall be defined and described as an exhibit, which will be made a part of this agreement, and the water control manual will be modified accordingly.

(2). The Government assumes no responsibility for deviations from estimated rates of sedimentation, or the distribution thereof. Such deviations may cause unequal distribution of sediment reserve storage greater than estimated, and/or encroachment on the total storage at the Project.

f. Dependable Yield Mitigation Storage. In addition to the 90,790 acre-feet of water supply storage space acquired by the User, the User will pay for an additional 2,320 acre-feet of dependable yield mitigation storage.

ARTICLE 2 - Regulation of and Right to Use of Water. The regulation of the use of water withdrawn or released from the aforesaid storage space shall be the sole responsibility of the User. The User has the full responsibility to acquire in accordance with State laws and regulations, and, if necessary, to establish or defend, any and all water rights needed for utilization of the storage provided under this agreement. The Government shall not be responsible for diversions by others, nor will it become a party to any controversies involving the use of the storage space by the User except as such controversies may affect the operations of the Project by the Government.

ARTICLE 3 - Operation and Maintenance. The Government shall operate and maintain the Project and the User shall pay to the Government a share of the costs of such operation and maintenance as provided in Article 5c. The User shall be responsible for operation and maintenance of all installations and facilities which it may construct for the diversion or withdrawal of water, and shall bear all costs of construction, operation and maintenance of such installations and facilities.

ARTICLE 4 - Measurement of Withdrawals and Releases. The User agrees to furnish and install, without cost to the Government, suitable meters or measuring devices satisfactory to the District Engineer for the measurement of water which is withdrawn from the Project by any means other than through the Project outlet works. The User shall furnish to the Government monthly statements of all such withdrawals. Prior to the construction of any facilities for withdrawal of water from the Project, the User will obtain the District Engineer's approval of the design, location and installation of the facilities including the meters or measuring devices. Such devices shall be available for inspection by Government representatives at all reasonable times. Releases from the water supply storage space through the Project outlet works shall be made in accordance with written schedules furnished by the User and approved by the District Engineer and shall be subject to Article 1c. The measure of all such releases shall be by means of a rating curve of the outlet works, or by such other suitable means as may be agreed upon prior to use of the water supply storage space.

ARTICLE 5 - Payments. In consideration of the right to utilize the aforesaid storage space in the Project for municipal and industrial water supply purposes, the User shall pay the following sums to the Government:

a. Cost of Storage.

(1). The User shall repay to the Government, at the times as hereinafter specified, the amounts stated below which, as shown in Exhibit B-II attached to and made a part of this agreement, constitute the entire actual amount of the cost of storage allocated to the water storage right acquired by the User under this agreement. The amount of the cost is based on updated cost of storage. The costs shown in Exhibit B are for 93,110 acre-feet of storage space. Of this space 90,790 acre-feet are for the User and 2,320 acre-feet are for dependable yield mitigation storage. The interest rate to be used for purposes of computing interest on the unpaid balance will be the yield rate adjusted at five-year intervals as determined by the Secretary of the Treasury on the basis set forth in Section 932 of the 1986 Water Resources Development Act. For this agreement, the starting interest rate shall be that rate in effect at the time the agreement is approved. For FY24, such rate is 4.125 percent. Should the agreement not be signed in FY24, the amounts due herein will be adjusted to reflect the application of the appropriate rate.

(2). The cost allocated to the storage space indicated in Article 1b(1)a as being provided for the initial staged use of 45,395 acre-feet and 1,160 acre-feet for dependable yield mitigation is currently estimated at \$22,582,000 on the basis of the costs presented in Exhibit B-III. These costs shall be repaid within the life of the Project in not to exceed 30 years from the date this agreement is executed by the

Secretary of the Army or his duly authorized representative. The payments shall be in equal consecutive annual installments, adjusted at 5-year intervals as shown in Exhibit “C-I”. The first payment shall be due and payable within 30 days after the User is notified by the District Engineer that this agreement is executed. Annual installments thereafter will be due and payable on the anniversary date of the date of notification. Except for the first payment, which will be applied solely to the retirement of principal, all installments shall include accrued interest on the unpaid balance at the rate provided above. The last annual installment shall be adjusted upward or downward when due to assure repayment of all of the cost of storage allocated to the storage within 30 years from the above date.

(3). The cost allocated to the storage space indicated in Article 1(b)(1)b as being provided for the second staged use of 45,395 acre-feet and 1,160 acre-feet for dependable yield mitigation is currently estimated at \$22,582,000 on the basis of the costs presented in Exhibit B, subject to further appropriate cost indexing and interest rate adjustments in accordance with Article 5a(5). These costs shall be repaid within the life of the project in not to exceed 30 years from the date of the first annual payment for the initial stage 45,395 acre-feet of storage. The payments shall be in equal consecutive annual installments, adjusted at 5-year intervals. The first annual payment shall be due and payable within 30 days after the first use of the additional 45,395 acre-feet of storage or on the January 1st following the 15th anniversary of the execution of this agreement, whichever occurs first. Annual installments thereafter will be due and payable on the anniversary date of the first payment. Except for the first payment, which will be applied solely to the retirement of principal, all installments shall include accrued interest on the unpaid balance at the rate provided above. The last annual installment shall be adjusted upward or downward when due to assure repayment of all of the cost of storage allocated to the storage within 30 years from the due date of the first annual payment for the initial 45,395 acre-feet.

(4). An estimated schedule of annual payments for the initial 46,555 acre-feet reallocation water supply costs is attached as Exhibit “C” of this contract.

(5). Subsequent to approval of the Secretary of the Army, and prior to the first payment on the initial 46,555 acre-feet of storage space and the second increment of 46,555 acre-feet of storage space by the User, Exhibit “B-II” will be adjusted to reflect application of the Civil Works Construction Cost Index System and fiscal year interest rate.

b. Repair, Rehabilitation, and Replacement (RR&R) Costs. The User will be required to pay a share of the cost of joint-use RR&R of Project features. Payment of these costs shall be made either incrementally during construction or in lump sum (including interest during construction) upon completion of construction. Upon initiation of payment for the first 46,555 acre-foot increment of storage, as described in articles 5a and 6, the User shall pay 3.245 percent of RR&R costs. The User shall pay 6.49 percent of such costs upon initiation of payment for the second 46,555 acre-feet of storage as described in Article 5a.

c. Annual Operation and Maintenance (O&M) Expense.

(1). The User will be required to pay a share of the annual experienced joint-use O&M expense of the Project. Upon initiation of payment for the first 46,555 acre-foot increment of storage, as described in Articles 5a and 6, the User shall pay 3.245 percent of O&M costs. The User shall pay 6.49 percent of such costs upon initiation of payment for the second 46,555 acre-feet of storage as described in Article 5a.

(2). Payments for O&M expense are due and payable in advance on the date for payment of the

first cost of storage as set forth in Article 5a(2) and shall be based on O&M expense for the Project in the Government fiscal year most recently ended. The amount of each annual payment will be the actual experienced O&M expense (allocated joint use) for the preceding fiscal year or an estimate thereof when actual expense information is not available.

d. Prepayment. The User shall have the right at any time to prepay the indebtedness under this Article in whole or in part, with accrued interest thereon to the date of such prepayment.

e. Delinquent Payments. Any delinquent payment owed by the User shall be charged interest at the Current Value of Funds Rate as determined by the Secretary of the Treasury that is applicable on the date that the payment became delinquent, with such penalty charge and administrative fee as may be required by Federal law or regulation. This provision shall not be construed as giving the User a choice of either making payments when due or paying interest, nor shall it be construed as waiving any other rights of the Government, at law or in equity, which might result from any default by the User.

ARTICLE 6 - Duration of Agreement. This agreement shall become effective when signed by the Secretary of the Army or his duly authorized representative and shall continue in full force and effect for the life of the Project.

ARTICLE 7 - Permanent Rights to Storage. Upon completion of payments by the User, as provided in Article 5a herein, the User shall have a permanent right, under the provisions of the Act of 16 October 1963 (Public Law 88-140, 43 U.S.C. 390e), to the use of the water supply storage space in the Project as provided in Article 1, subject to the following:

a. The User shall continue payment of annual operation and maintenance costs allocated to water supply.

b. The User shall bear the costs allocated to water supply of any necessary reconstruction, rehabilitation, or replacement of Project features which may be required to continue satisfactory operation of the Project. The District Engineer will establish such costs and repayment arrangements shall be in writing in accordance with the terms and conditions set forth in Article 5b for reconstruction, rehabilitation, and replacement costs, and be made a part of this agreement.

c. Upon completion of payments by the User as provided in Article 5a, the District Engineer shall redetermine the storage space for municipal and industrial water supply in accordance with the provisions of Article 1e. Such redetermination of reservoir storage capacity may be further adjusted from time to time as the result of sedimentation resurveys to reflect actual rates of sedimentation and the exhibit revised to show the revised storage space allocated to municipal and industrial water supply.

d. The permanent rights of the User under this agreement shall be continued so long as the Government continues to operate the Project. In the event the Government no longer operates the Project, such rights may be continued subject to the execution of a separate agreement or additional supplemental agreement providing for:

(1). Continued operation by the User of such part of the facility as is necessary for utilization of the water supply storage space allocated to it;

(2). Terms which will protect the public interest; and,

(3). Effective absolvment of the Government by the User from all liability in connection with such continued operation.

ARTICLE 8 - Release of Claims. The User shall hold and save the Government, including its officers, agents and employees harmless from liability of any nature or kind for or on account of any claim for damages which may be filed or asserted as a result of the storage in the Project, or withdrawal or release of water from the Project, made or ordered by the User or as a result of the construction, operation, or maintenance of the water supply facilities and appurtenances thereto owned and operated by the User except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE 9 - Transfers and Assignments.

a. The User shall not transfer or assign this agreement nor any rights acquired thereunder, nor suballot said water supply storage space or any part thereof, nor grant any interest, privilege or license whatsoever in connection with this agreement, without the approval of the Secretary of the Army, or his duly authorized representative provided that, unless contrary to the public interest, this restriction shall not be construed to apply to any water that may be obtained from the water supply storage space by the User and furnished to any third party or parties, nor any method of allocation thereof.

b. Regarding approval of assignments, references to restriction of assignments shall not apply to any transfer or assignment to the United States Department of Agriculture, Rural Economic Community Development (RECD), formerly Farmers Home Administration, or its successor agency, or nominee, given in connection with the pledging of this water storage agreement as security for any loans or arising out of the foreclosure or liquidation of said loans. The User will notify the Corps in writing 15 days prior to applying for a RECD loan. A copy of the final loan instrument will be furnished to the Corps for their record.

ARTICLE 10 - Officials Not to Benefit. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

ARTICLE 11 - Covenant Against Contingent Fees. The User warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the User for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this agreement without liability or in its discretion to add to the price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 12 - Environmental Quality. During any construction, operation, and maintenance by User of any facilities, specific actions will be taken to control environmental pollution which could result from such activity and to comply with applicable Federal, State, and local laws and regulations concerning environmental pollution. Particular attention should be given to:

a. Reduction of air pollution by control of burning, minimization of dust, containment of chemical vapors, and control of engine exhaust gases, and of smoke from temporary heaters;

- b. Reduction of water pollution by control of sanitary facilities, storage of fuels and other contaminants, and control of turbidity and siltation from erosion;
- c. Minimization of noise levels;
- d. On-site and off-site disposal of waste and spoil; and,
- e. Prevention of landscape defacement and damage.

ARTICLE 13 - Federal and State Laws.

a. Compliance. In acting under its rights and obligations hereunder, the User agrees to comply with all applicable Federal and State laws and regulations, including but not limited to: 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a et seq.), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 et seq.), the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)), and the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4601-4655).

b. Civil Rights Act. The User furnishes, as part of this agreement, an assurance (Exhibit D) that it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 241, 42 U.S.C. 2000d, et seq.) and Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 195 of Title 32, Code of Federal Regulations.

c. Regulatory Program. Any discharges of water or pollutants into a navigable stream or tributary thereof resulting from the User's facilities and operations undertaken under this agreement shall be performed only in accordance with applicable Federal, State, and local laws and regulations.

d. Lobbying Activities. The User furnishes, as part of this agreement, a certification (Exhibit E and if applicable, Standard Form-LLL "Disclosure of Lobbying Activities") that it will comply with Title 31 U.S.C. Section 1352 of the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions (Public Law 101-121, October 23, 1989) and Federal Acquisition Regulation 52.203-12 issued pursuant thereto.

ARTICLE 14 - Definitions.

a. First cost of storage. This is the cost assigned to the Users right to the storage space in the project. In this Agreement, the first cost of storage was developed by the updated cost of storage method and is summarized in Exhibit B-II.

b. Interest Payments.

(1). Interest on the unpaid balance. When the Project cost is amortized, this is the interest on the unpaid balance (see Exhibit C). When payments are made in "lump sum," there is no amortization schedule and therefore, no "interest on the unpaid balance."

c. Specific costs. The costs of Project features normally serving only one particular Project purpose.

- d. Joint-use costs. The costs of features used for any two or more Project purposes.
- e. Annual operation and maintenance (O&M) expense. Annual expenses funded under the O&M, General account. These expenses include the day-to-day costs to operate and maintain the Project as well as O&M costs which are not capitalized.
- f. Repair, rehabilitation and replacement (RR&R) costs. Costs funded in part under the Operation and Maintenance, General, or Construction, General accounts but not associated with first cost of storage. Such expenditures are for costly, infrequent work and are intended to ensure continued satisfactory operation of the Project. For the purposes of this agreement the term “reconstruction” used in Article 8 “Permanent Rights to Storage” shall be included in this definition of repair, rehabilitation and replacement; repayment of those costs shall be the same as described in Article 5b.
- g. Fiscal Year. Refers to the Government's fiscal year. This year begins on 1 October and ends on 30 September.
- h. Life of the Project. This is the physical life of the Project.
- i. District Engineer. Refers to the District Engineer of the Kansas City District of the United States Army Corps of Engineers, or his/her successor or designee.
- j. Dependable Yield Mitigation Storage. The use of the reallocated space for water supply storage diminishes the dependable yield of water to prior water supply users. To compensate for that loss, additional conservation storage, above and beyond the storage required by the new user, is provided and made available to the prior users. The new user pays for this space. The reallocated storage mitigation space becomes part of the total storage space jointly shared by all the water supply users.

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

THE DEPARTMENT OF THE ARMY

SOUTHWEST MISSOURI JOINT MUNICIPAL
WATER UTILITY COMMISSION

Travis J. Rayfield
Colonel, U.S. Army
District Commander

Roddy Rogers
Executive Director

DATE: _____

DATE: _____

EXHIBIT A: CERTIFICATION

I, Lewis Jones, Attorney for Southwest Missouri Joint Municipal Water Utility Commission, have reviewed the foregoing agreement executed by the Executive Director, and as principal legal officer of/for Southwest Missouri Joint Municipal Water Utility Commission certify that the Executive Director is legally and financially capable of entering into the contractual obligations contained in the foregoing agreement and that, upon acceptance by the Department of the Army, it will be legally enforceable.

Given under my hand, this _____ day of _____ 20____.

Attorney for Southwest Missouri Joint

Municipal Water Utility Commission

EXHIBIT B: COST COMPUTATIONS

I - LAKE STORAGE

Feature (1)	Elevation (feet, NGCD) (2)		Usable Storage (acre-feet) <u>1/</u> (3)	Percent of	
				Usable Storage <u>2/</u> (4)	Conservation Storage <u>3/</u> (5)
Flood Control	868.9	893.9	740,674	51.60%	
Conservation	830.0	868.9	694,715	48.40%	100%
Water Supply			143,110	9.97%	20.60%
User			90,790	6.33%	13.07%
DYMS to support City Utilities			2,320	0.16%	0.33%
Other Water Supply Users (City Utilities)			50,000	3.48%	7.20%
Other Conservation Purposes Hydropower	830.0	868.9	551,605	38.43%	79.40%
Total Usable Storage			740,674	51.60%	

Notes:

1/ Storage remaining after 100 years of sedimentation from the date the project is operational and does not include dead storage and/or storage set aside for hydropower head.

2/ Used to compute the Users cost (see Exhibits B-II and B-III).

3/ This percent is used to compute the Users storage space (see Article 1b(1)).

II COST TO BE REPAID BY THE USER FOR THE REALLOCATED STORAGE SPACE

ER 1105-2-100 outlines that the nonfederal sponsor will pay for the cost of water supply storage. The cost of storage is established by calculating the highest of the benefits or revenue foregone, the replacement cost, or the updated cost of storage in the federal project. The nonfederal entity shall also be responsible for an appropriate share of the annual costs that include specific and joint-use OMRR&R costs. For the Stockton Lake Reallocation, the cost of storage is based on the updated FY2024 joint-use construction cost of \$696,244,800.00. The user's cost of storage is determined by their proportion of usable storage. Usable storage is considered the storage volumes in both the multipurpose pool and the flood control pool, which are 740,674 and 694,715 AF, respectively. Annual OMRR&R costs are included. The OMRR&R costs represent the water supply user's portion of the annual joint-use O&M or repair, rehabilitation, and replacement (RR&R) expenditures. Southwest Missouri Regional Water is responsible for 6.49% of the joint-use construction costs or \$45,164,000. In addition, the user would be responsible for 6.49% of the annual O&M and RR&R costs. The O&M costs were based on actual FY2023 joint-use expenditures of \$2,145,000, of which Southwest Missouri Regional Water would be responsible for \$140,000. Based on current information, there have not been significant RR&R costs incurred previously and none are projected for the near future. Table II describes the costs.

EXHIBIT B: (Continued)**II – COST OF STORAGE**

Parameter		
Total storage required (acre-feet)	93,110	
Water supply yield (mgd)	39	
FY24 Water Supply Interest rate	4.125%	
Repayment period	30	
Flood control storage	740,674	
Multipurpose storage (830 feet to 868.9 feet NGVD 29)	694,715	
Inactive storage (Below 830 feet NGVD 29)	221,267	
Usable Storage	1,435,389	
Storage required as percent of useable storage		6.49%
	Total costs	Costs as a Percent of Usable Storage (6.49%)
Joint use project cost	\$696,244,800	\$45,164,000
Annualized user payment		\$2,546,577
Estimated Annual O&M (based on actual FY23 expenditures)	\$2,145,000	\$140,000
Estimated RR&R (based on actual FY23 expenditures)	\$0	\$0
Total annual repayment		\$2,686,577
*Estimate based on FY24 costs and FY24 Wtr Supply Interest Rate		

1. Update As-built Joint-Use Construction Cost to October 2023 price level
2. Joint-Use construction and O&M cost percentage applicable to this contract: $93,110 / 1,435,389 = 0.064867433$ or 6.49 percent (3.245 for each 46,555 acre-feet of storage).
3. Joint-use construction costs allocated to water supply storage under this contract are: $\$696,244,800 \times 0.064867433 = \$45,164,000$. Initially, \$22,582,000 will be paid for the use of 46,555 acre-feet ($0.032434 \times \$696,244,800$). The cost of the remaining 46,555 acre-feet will be 0.032434 percent of the joint-use construction costs updated to the fiscal year in which the remaining 46,555 acre-feet is called into use or to 15 years from the execution date of this agreement, whichever occurs first.

EXHIBIT B: (Continued)

III - TOTAL ANNUAL COST TO USER
FOR THE REALLOCATED WATER SUPPLY STORAGE

Item	Type of Use	Computation	Cost
Interest and amortization	Total cost of storage space acquired by the User as determined in Exhibit B-II.	\$22,582,000 x 0.05638511 factor based on 30 payments, of which 29 payments are at interest rate of 4.125%.	\$1,273,288.56
Operation and maintenance <u>1/</u>	Joint-use actual for FY23	3.245% <u>2/</u> x \$2,145,000	\$69,605
Repair, rehabilitation and replacement <u>3/</u>	RR&R actual for FY23	3.245% <u>2/</u> x \$0.00	\$0.00

Notes:

1/ Payment due and payable on the date specified in Article 5(a)(2).

2/ Percent of Users share of the Usable storage space in the project (column (4) of exhibit B-I).

3/ Repair, rehabilitation and replacement costs are payable only when incurred as specified in Article 5(b).

EXHIBIT C-I: AMORTIZATION SCHEDULE PRESENT DEMAND

TOTAL COST: \$22,582,000 _____
 NUMBER OF PAYMENTS: 30
 INTEREST RATE, PERCENT 2/ 4.125%

Annual Payment Number	Amount of Payment (\$)	Interest (\$)	Allocated Cost (\$)	Balance of Allocated Cost (\$)
1	\$1,273,288.56	\$-	\$1,273,288.56	\$21,308,711.44
2	\$1,273,288.56	\$878,984.35	\$394,304.22	\$20,914,407.22
3	\$1,273,288.56	\$862,719.30	\$410,569.26	\$20,503,837.96
4	\$1,273,288.56	\$845,783.32	\$427,505.25	\$20,076,332.71
5	\$1,273,288.56	\$828,148.72	\$445,139.84	\$19,631,192.87
6	\$1,273,288.56	\$809,786.71	\$463,501.86	\$19,167,691.02
7	\$1,273,288.56	\$790,667.25	\$482,621.31	\$18,685,069.71
8	\$1,273,288.56	\$770,759.13	\$502,529.44	\$18,182,540.28
9	\$1,273,288.56	\$750,029.79	\$523,258.78	\$17,659,281.50
10	\$1,273,288.56	\$728,445.36	\$544,843.20	\$17,114,438.30
11	\$1,273,288.56	\$705,970.58	\$567,317.98	\$16,547,120.32
12	\$1,273,288.56	\$682,568.71	\$590,719.85	\$15,956,400.47
13	\$1,273,288.56	\$658,201.52	\$615,087.04	\$15,341,313.43
14	\$1,273,288.56	\$632,829.18	\$640,459.38	\$14,700,854.04
15	\$1,273,288.56	\$606,410.23	\$666,878.33	\$14,033,975.71
16	\$1,273,288.56	\$578,901.50	\$694,387.06	\$13,339,588.65
17	\$1,273,288.56	\$550,258.03	\$723,030.53	\$12,616,558.12
18	\$1,273,288.56	\$520,433.02	\$752,855.54	\$11,863,702.58
19	\$1,273,288.56	\$489,377.73	\$783,910.83	\$11,079,791.74
20	\$1,273,288.56	\$457,041.41	\$816,247.15	\$10,263,544.59
21	\$1,273,288.56	\$423,371.21	\$849,917.35	\$9,413,627.24
22	\$1,273,288.56	\$388,312.12	\$884,976.44	\$8,528,650.81
23	\$1,273,288.56	\$351,806.85	\$921,481.72	\$7,607,169.09
24	\$1,273,288.56	\$313,795.72	\$959,492.84	\$6,647,676.25
25	\$1,273,288.56	\$274,216.65	\$999,071.92	\$5,648,604.34
26	\$1,273,288.56	\$233,004.93	\$1,040,283.63	\$4,608,320.70
27	\$1,273,288.56	\$190,093.23	\$1,083,195.33	\$3,525,125.37
28	\$1,273,288.56	\$145,411.42	\$1,127,877.14	\$2,397,248.23
29	\$1,273,288.56	\$98,886.49	\$1,174,402.07	\$1,222,846.16
30	\$1,273,288.56 <u>3</u> /	\$50,442.40	\$1,222,846.16	\$0.00

Notes:

1/ An amortization schedule is applicable to those projects which will be repaid over time in lieu of during construction.

2/ In accordance with Section 932 of the Water Resources Development Act of 1986, this interest rate will be adjusted at five year intervals throughout the repayment period. The rate is the yield rate as determined by the Secretary of the Treasury plus 1/8 %.

3/ The last payment will be adjusted upward or downward to assure all costs are repaid within 30 years of approval of the agreement.

EXHIBIT D: ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF DEFENSE DIRECTIVE UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE AGE DISCRIMINATION ACT OF 1975; AND THE REHABILITATION ACT OF 1973, AS AMENDED

The party executing this assurance, being the applicant recipient of Federal financial assistance under the instrument to which this assurance is attached; HEREBY AGREES THAT, as a part of its obligations under the aforesaid instrument, it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended (42 U.S.C. 2000d), and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 195), issued as Department of Defense Directive 5500.11, pursuant to that title; The Age Discrimination Act of 1975 (42 U.S.C. 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), to the end that in accordance with the aforementioned Title, Directive and Acts, no person in the United States shall on the ground of race, color, age, sex, religion, handicap or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives Federal financial assistance from the Department of the Army and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any personal property or real property, or interest therein, or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant-recipient by the Department of the Army, or if such assistance is in the form of personal property or real property, or interest therein or structure thereon, then this assurance shall obligate the applicant-recipient or in the case of any transfer of such property, any transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for the period during which it retains ownership or possession of the property whichever is longer. In all other cases, this assurance shall obligate the applicant-recipient for the period during which the Federal financial assistance is extended to it by the Department of the Army. The Department of the Army representatives will be allowed to visit the recipient's facilities. They will inspect the facilities to ensure that there are no barriers to impede the handicap's accessibility in either programs or activities.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the applicant-recipient by the Department of the Army, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The applicant-recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant-recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the applicant.

Date _____

_____ (Applicant-Recipient)

By _____

Title _____

(Applicant-Recipient's Mailing Address)

EXHIBIT E: CERTIFICATION REGARDING LOBBYING

STOCKTON LAKE WATER SUPPLY STORAGE REALLOCATION
SOUTHWEST MISSOURI JOINT MUNICIPAL WATER UTILITY COMMISSION

1. The undersigned certifies, to the best of their knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the water supply agreement for the SOUTHWEST MISSOURI JOINT MUNICIPAL WATER UTILITY COMMISSION, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. This form is available at <http://contacts.gsa.gov/webforms.nsf>.

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SOUTHWEST MISSOURI JOINT MUNICIPAL WATER
UTILITY COMMISSION

BY _____

Preliminary Pass-Through Contract
Based on May 5, 2025 Template
To be amended prior to execution

WATER STORAGE AGREEMENT
BETWEEN THE SOUTHWEST MISSOURI JOINT MUNICIPAL WATER UTILITY COMMISSION
AND
THE CITY OF WILLARD, MISSOURI
FOR
THE USE OF WATER STORAGE SPACE IN STOCKTON LAKE

THIS AGREEMENT, entered into this ____ day of _____, 2025, by and between Southwest Missouri Joint Municipal Water Utility Commission (“JMUC”) and the City of Willard, Missouri (“User”).

WITNESSETH THAT:

WHEREAS, JMUC is a Joint Municipal Utility Commission formed under the Joint Municipal Utility Commission Act, Revised Statutes of Missouri Section 393.700 *et seq.*;

WHEREAS, JMUC was created to develop water supply projects for Southwest Missouri to meet projected future needs;

WHEREAS, Stockton Lake (the “Project”) is a multipurpose reservoir owned and operated by the United States Army Corps of Engineers (the “Corps”);

WHEREAS, the Thomas R. Carper Water Resources Development Act of 2024, Pub. L. 118-272 (Jan. 4, 2025) authorized the United States Army Corps of Engineers to enter into a contract with JMUC to utilize 90,790 acre-feet of storage space in Stockton Lake to store water for municipal and industrial water supply;

WHEREAS, Public Law 118-272 provides for the contract to be bifurcated, with at least half of the 90,790 acre-feet to be taken and paid for in 2025 at the Updated Cost of Storage as of Fiscal Year 2010 [approximately \$300 per acre-foot], and any remainder to be available ten years after the contract date at the “Update Cost of Storage” during the fiscal year in which the contract is executed approximately [\$493] per acre-foot;

WHEREAS, by memorandum dated January 17, 2025, the Assistant Secretary of the Army (Civil Works) approved the reallocation of storage in Stockton Lake to meet JMUC’s water supply needs and bifurcated contract;

WHEREAS, on [____ DATE ____], 2025 (the “Federal Contract Date”), JMUC entered into a contract with the United States (the “Federal Storage Contract”), a copy of which is attached as Exhibit A to this agreement;

WHEREAS, the Federal Storage Contract authorizes JMUC to utilize 90,790 acre-feet of storage space in the Project to store water for municipal and industrial water supply purposes;

Preliminary Pass-Through Contract
Based on May 5, 2025 Template
To be amended prior to execution

WHEREAS, the Federal Storage Contract obligates JMUC to pay the following to the Corps:

- (1) “First costs,” as required by Article 5.a;
- (2) “Repair, rehabilitation, and replacement costs” as required by Article 5.b;
- (3) “Operations and maintenance,” as required by Article 5.c; and
- (4) Any liabilities incurred under the “release of claims” in Article 8;

WHEREAS, User wishes to utilize a portion of the storage space contracted to JMUC under the terms set forth in this agreement; and

WHEREAS, a separate agreement (the “Delivery Agreement”) will be entered into between JMUC and User to document the terms under which water stored in Stockton Lake will be delivered to User;

NOW, THEREFORE, JMUC and User agree as follows:

ARTICLE 1. User’s Storage Space

- a. User’s Storage Space shall be **1,195** acre-feet.

ARTICLE 2. Water Storage Rights

a. User shall have the right to utilize water from the Project to the extent water is available in User’s Storage Space. The storage accounting system described in Exhibit B will be utilized to determine how much water is available in User’s Storage Space.

b. This contract is for storage space only. It does not include delivery of water from the Project to User, which will be addressed in a separate Delivery Agreement.

ARTICLE 3. Payments

a. In consideration for the water storage rights described in Articles 1 and 2, User shall pay to JMUC the following charges:

(1) *Unit Charge*. User shall pay the Unit Charge for each acre-foot in User’s Storage Space, which will be the sum of the charges defined in paragraphs (a) through (d) below:

a) *First Costs*. The Unit Charge will include the amount necessary to amortize the “First Cost” for User’s storage under the Federal Contract. Pub. L. 118-272 provides two options for this element of the Unit Charge, as described in subparagraphs (1) and (2) below. User has selected Option A.

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Based on May 5, 2025 Template
To be amended prior to execution

(1) *Option A.* Under Option A, the first cost is \$300 per year per acre-foot, which will be amortized over a thirty-year period at a variable interest specified in the Federal Contract. The first payment will be due 30 days after the Federal Contract Date.

(2) *Option B.* Under Option B, the first cost is [\$493] per acre-foot, which will be amortized over a thirty-year period at a variable interest specified in the Federal Contract. The first payment will be due on the tenth anniversary of the Federal Contract Date.

The First Cost may be prepaid at any time without penalty under either option.

b) *RR&R.* In the event repair, rehabilitation, or replacement costs are charged to JMUC under Article 5.b of the Federal Contract, the unit charge will be increased as necessary to cover this obligation.

c) *Administration fee.* The Unit Charge will include an additional fee equal to 25% of the First Cost specified in paragraph (a) above (whether Option A or B is selected) to cover operations and maintenance and other contingencies. This charge may be reduced in JMUC's sole discretion after a sufficient reserve has been established.

d) *Special assessments.* If the Unit Charge proves insufficient to cover JMUC's obligations under the Federal Contract, a special assessment may be added to the Unit Charge as necessary to cover those costs.

(2) *Carrying Cost for Uncontracted Storage Space.* Charges associated with Uncontracted Storage Space will be borne by users with contracts. User will pay a percentage of the Unit Charge for each acre-foot of Uncontracted Storage Space determined by dividing User's Storage Space by the total number of acre-feet of Contracted Storage Space. Any payments by User pursuant to this subparagraph will be credited to User's Investment Account as described in Article 5.

(3) *Step-up Payment for Uncovered Obligations.* If any user fails to remit payment to JMUC as required by subparagraphs (1) and (2) above, the resulting Uncovered Obligation will be paid by JMUC from its reserve to the extent funds are available. If sufficient reserves are not available, any remaining Uncovered Obligation will be borne by users. User will pay a percentage of the Uncovered Obligation equal to the number of acre-feet in User's Storage Space divided by the total number of acre-feet contracted to users who are able to fulfill their financial obligations to JMUC. Any payments by User pursuant to this subparagraph will be credited to User's Step-up Account as described in Article 5.

b. *Invoicing.* User's payments will be due annually on the anniversary of the Federal Contract Date.

Preliminary Pass-Through Contract
Based on May 5, 2025 Template
To be amended prior to execution

ARTICLE 4. Sedimentation

If at any time JMUC's Storage Space is reduced due to sedimentation as provided in Article 1.e of the Federal Storage Contract, User's Storage Space shall be reduced, and the Unit Charge described in Article 3 increased, proportionally.

ARTICLE 5. Uncontracted Storage Space

a. Any payments by User under Article 3.a(2) for Uncontracted Storage Space will be repaid to the User with interest when Uncontracted Storage Space is contracted to a new user. The accounting procedures described in Article 5.b through 5.d will be employed to determine the amount to be repaid by JMUC to User.

b. Each payment by User required under Article 3.a(2) will be credited to the User's Investment Account.

c. The User's Investment Account will collect interest at an annual rate equal to the greater of (a) 7% per annum; or (b) the interest rate specified by Article 5 of the Federal Storage Contract, plus 1%.

d. When Uncontracted Storage Space is contracted by JMUC to a new user:

(1) The contract between JMUC and the new user will be materially identical to this agreement, except for the amount stated in Article 1 and the Unit Charge identified in Article 3.a(1), which will be set by JMUC at a rate at least sufficient to provide the return on investment specified in Article 5.c.

(2) Within 30 days of receiving payment from a new user for any Uncontracted Storage Space placed under contract, JMUC will remit to User an amount equal to the balance of User's Investment Account divided by the Total Uncontracted Storage Space Investment Account for all users, multiplied by the cost of Uncontracted Storage contracted to the new user.

(3) Any payments to the User under Article 5.d(2) will be debited to the User's Investment Account.

ARTICLE 6. Step-up Payments

a. If any user fails to remit payment to JMUC in accordance with Article 3, and if the Contingency Fund is not sufficient to cover the resulting Uncovered Obligation to the Corps, a Step-up Payment will be required under Article 3.a.(3). Any such payments will be repaid to User with interest when and if JMUC secures payment from the user that failed to make the payment. The accounting procedures described in Article 6.b through 6.d will be employed to determine the amount to be repaid to User.

b. Each Step-up Payment under Article 3.a(3) will be credited to User's Step-up Account.

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- c. The User's Step-up Account will earn interest at the annual rate specified in Article 5.c.
- d. When and if JMUC receives payment for any Unpaid Obligation for which User has made Step-Up Payments under Article 3.a(3), JMUC within 30 days shall remit to User an amount equal to the portion of the User's Step-up Account associated with such Unpaid Obligation. Any payments to the User under this subparagraph will be debited to the User's Step-up Account.
- e. JMUC will advise all users of the potential need for a Step-up Payment as soon as possible after becoming aware that such payments might be required. Step-up Payments will be due to JMUC within 30 days of invoicing by JMUC.
- f. When and if, due to the default of another user, any Storage Space for which Step-up Payments have been made under Article 3.a(3) is returned to the status of Uncontracted Storage Space under Article 7, the User's Investment Account will be credited with an amount equal to the portion of the User's Step-up Account associated with such storage.

ARTICLE 7. Default

- a. If at any time User fails to make a payment required by Article 3, User's obligation to JMUC shall bear interest at the rate specified in Article 5.c. Interest shall continue to accrue until all amounts due, including interest, are received by JMUC. If User's default cannot be remedied within twelve months, JMUC may elect to terminate User's contract, in which case User's right to utilize JMUC's Storage will terminate, and User's Storage Space will become Uncontracted Storage Space. This provision shall not be construed as giving the User a choice of either making payments when due or paying interest; nor shall it be construed as waiving any other rights of JMUC, at law or in equity, which might result from any default by User.
- b. In the event this Agreement is terminated pursuant to Article 7.a, (i) User shall forfeit any right or equity in User's Storage Space and in the various accounts established pursuant to this Agreement, and JMUC shall have no obligation to make any payment to User for any reason; (ii) User shall continue to be responsible for the payments required by Article 3 unless and until User's Storage Space is contracted to another User. In addition, a non-defaulting Party shall have the right to seek remedies at law or in equity or damages for the breach of any term, condition, covenant, or obligation under this agreement.
- c. Furthermore, and notwithstanding anything to the contrary in this agreement, the Parties acknowledge and agree that (i) a dispute over which a Governmental Authority has exclusive jurisdiction shall, in the first instance, be brought before and resolved by such Governmental Authority, and (ii) monetary damages may not be an adequate remedy at law for the failure of a Party to perform certain material obligations under this agreement, and under such circumstances, a non-defaulting Party shall have the right to seek a court order requiring specific performance by a defaulting Party of such obligations under this Agreement.

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ARTICLE 8. Duration of Agreement

a. Unless terminated due to default by User or with the express written consent of JMUC, this agreement shall continue in full force and effect for so long as JMUC retains the right to utilize JMUC's Storage Space or for the maximum period allowed by law, whichever is shorter.

b. In the event this contract terminates under Article 8.a due to any legal limitation on the duration of this agreement, this agreement shall be renewable at User's option for so long as JMUC retains the right to utilize JMUC's Storage Space.

ARTICLE 9. User's Obligation

a. Each User shall establish, maintain and collect such rates, fees and charges for the water service of its water utility system so as to provide revenues at least sufficient to enable User to make all payments required to be made by it under this Agreement and any other agreements with respect to its water utility, and all other operating expenses of User's water system.

b. The obligations of each User to make payments under this Agreement shall be limited to the obligation to make payments from revenues of its water utility system and available water utility system reserves. All payments made by a User pursuant to this Agreement shall constitute operation and maintenance expense of its water utility system. No User shall be obligated to levy any taxes for the purpose of paying any amount due under this Agreement. No User may issue any evidence of indebtedness with a lien on water system revenues that is prior to the payment of operating and maintenance expenses.

c. No User shall sell, lease or otherwise dispose of all or substantially all of its water system except on ninety (90) days' prior written notice to JMUC (which notice shall be provided after obtaining required User voter approval for such disposition) and, in any event, shall not so sell, lease or otherwise dispose of the same unless the following conditions are met: (i) the User shall assign this Agreement and its rights and interest hereunder to the purchaser or lessee of the water system and such purchaser or lessee shall assume all obligations of the User under this Agreement; (ii) if and to the extent necessary to reflect such assignment and assumption, JMUC and such purchaser or lessee shall enter into an agreement supplemental to this Agreement to clarify the terms on which water and water rights are to be sold hereunder by JMUC to such purchaser or lessee; (iii) opinions shall be obtained from counsel for assignee and counsel for JMUC that the assignment is permitted under applicable law and is valid and binding on the parties; and (vi) the rates to be paid by the assignee have been approved by applicable regulatory authority(ies). No User may take any action the effect of which would be to prevent, hinder or delay JMUC from the timely fulfillment of its obligations under this Agreement.

d. Nothing herein shall limit any User's present or future right to issue bonds, notes or other evidences of indebtedness or incur lease obligations which are payable on a parity with operating expenses or payable from revenues after payment of operating expenses; provided, however, no User may issue bonds, notes or other evidences of indebtedness or incur lease obligations which

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Based on May 5, 2025 Template
To be amended prior to execution

are payable from the revenues derived from its water system superior to the payment of the operating expenses of its water system

e. Each User shall cooperate with JMUC and keep accurate records and Accounts.

f. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth herein as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year.

ARTICLE 10. Transfers and Assignments

User shall not transfer or assign this agreement or any of its rights under this agreement without express written approval of JMUC, whose consent shall not be unreasonably withheld.

ARTICLE 11. Notice

a. Every notice or other communication required by this Agreement shall be provided in writing and shall be delivered either (1) by United States registered or certified mail, return receipt requested or (2) by nationally recognized overnight delivery service to the following:

For User:

[]

For JMUC:

Roddy Rogers
Executive Director
Southwest Missouri Joint Municipal Water Commission
2241 E Powell, Springfield, Missouri 65804

b. A courtesy copy shall be delivered by electronic mail. Notice will only become effective upon receipt of the hard copy delivered in accordance with paragraph (a) above.

c. Any party may change its address for purposes of notice under this Agreement by giving formal written notice to the other parties to this Agreement.

ARTICLE 12. Miscellaneous

a. Choice of Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Missouri.

b. Severability. In the event any provision of this Agreement is determined to be void or unenforceable, such determination shall not affect the remainder of this Agreement.

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c. Merger. This Agreement contains the entire understanding between the Parties and supersedes all previous negotiations and agreements.

ARTICLE 13. Definitions

a. “User’s Storage Space” means number of acre-feet allocated to User as specified in Article 1.

b. “JMUC’s Storage Space” means the number of acre-feet allocated to JMUC as specified in Article 1 of the Federal Storage Contract, subject to any adjustment for sedimentation in accordance with Article 4 of that contract.

c. “Contracted Storage Space” means the portion of JMUC’s Storage Space that has been contracted to individual users.

d. “Uncontracted Storage Space” means the portion of JMUC’s Storage Space that has not been contracted to individual users.

e. “Unit Charge” means the amount specified in Article 3.a(1).

f. “User’s Uncontracted Storage Investment” means the balance of User’s Uncontracted Storage Space Investment Account.

g. “Total Uncontracted Storage Investment” means the sum of all users’ Uncontracted Storage Investment Accounts.

h. “Storage Space” means physical space within the Project that is used to store water.

i. “Step-up Payment” any payment required by Article 3.a(3).

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Based on May 5, 2025 Template
To be amended prior to execution

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

THE CITY OF WILLARD, MISSOURI

SOUTHWEST MISSOURI JOINT MUNICIPAL
WATER COMMISSION

By: _____

By: _____
Roddy Rogers, Executive Director

Date: _____

Date: _____

Preliminary Pass-Through Contract
Based on May 5, 2025 Template
To be amended prior to execution

EXHIBIT B: STORAGE AND WATER ACCOUNTING

The Active Multipurpose Pool at Stockton Lake contains a total of 694,575 acre-feet of storage between 830 and 868.9 feet NGVD67. Because all water for all conservation purposes is held in this common pool, a system is needed to determine how much of the water held in the common pool is available to each user. “Storage accounting” is used for this purpose.

1. Storage and Water Accounting Principles

1.1 The Active Multipurpose Pool at Stockton Lake is divided into “storage accounts.” The size of each water supply storage account is equal to the volume of storage under contract. The remainder of the Active Multipurpose Pool is assigned to the federal account. The current allocation is shown in Table 1.1 below:

Account holder	Account size (AF)
Federal	549,825
City Utilities Springfield	52,320 ¹
JMUC	90,790
Total Active Multipurpose Storage all accounts	694,575

JMUC’s storage account will be subdivided into accounts held by its members. The same principles and formulas will be used by JMUC to manage its members accounts.

1.2 Inflows and outflows to the Active Multipurpose Pool will be tracked daily, and gains and losses will be assigned to individual storage accounts using the formulas set forth in part 2. The “account balance” for each user represents the volume of water available to that user.

1.3 The sum of all account balances will equal the total volume of water in the Active Multipurpose Pool. When the Active Multipurpose Pool is full (i.e., the pool is at or above the guide curve) all accounts are full.

¹ City of Springfield’s storage account will increase from 50,000 acre-feet to 52,320 acre-feet as a result of the Dependable Yield Mitigation Storage (“DYMS”) provided by JMUC as a condition of the 2024 reallocation.

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1.4 Some gains and losses will be shared proportionally, while others will be credited or debited to specific accounts as described in paragraphs 1.5 and 1.6 below.

1.5 Losses from evaporation will be debited proportionally based on the size of the account. Losses due to discharges from the dam, including leakage, will be debited to the federal account.

1.6 Water supply withdrawals will be debited to the account responsible for the withdrawal.

1.7 Any “state allocated inflows” will be credited to specific accounts in accordance with State law. All other gains will be distributed proportionally based on the size of the account.

1.8 When the credits applied to an individual storage account would cause it to overflow (i.e., cause the account balance to exceed the account limit, or the size of the account), any excess inflow will be distributed *pro rata* to other storage accounts with space available to store the water (i.e., accounts that are less than full). In concept, full storage accounts “spill” water into storage accounts that are not full, until the entire Active Multipurpose Pool is full.

2. Storage Accounting Formulas

The storage accounting principles above are implemented through the following formulas:

2.1 $S_{u,t} = S_{u,t-1} + I_u - W_u + AI_u$ Where:

$S_{u,t}$ = Storage account balance for user “u” at end of period “t” [*Observed*]

$S_{u,t-1}$ = Storage Account balance for user “u” at end of period “t-1” [*Observed*]

I_u = User’s share of Calculated Inflow (“CI”) [*Equation 2.2*]

W_u = User’s water withdrawal [*Observed*]

AI_u = Inflow allocated to User by State law [*Observed or Reported*]

2.2 $I_u = [V_u / V_t] * CI$ Where:

I_u = User’s share of Adjusted Inflow

V_u = Volume of storage space contracted to User [*Observed*]

V_t = Total volume of Active Multipurpose Storage Space when the inflow occurs, as defined by Top of Multipurpose Rule Curve [*Observed*]

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Based on May 5, 2025 Template
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CI = Calculated Inflow [Equation 2.3]

2.3 $CI = \Delta S + D + \sum W_u - \sum AI_u$ Where:

CI = Calculated Inflow

ΔS = Change in the total volume of water in storage between period “t” and period “t-1” [Observed.]

D = Total discharge (powerhouse + leakage + spill + sluice) [Observed]

$\sum W_u$ = Sum of water supply withdrawals, all users [Observed]

$\sum AI_u$ = Sum of Allocated Inflows, all users [Observed]

The calculated inflow (“CI”) is the portion of the net inflow that is apportioned *pro rata*. This is calculated from the change in storage (ΔS), which is an observed value showing the net effect of all gains and losses to the Active Multipurpose Pool during the period (i.e., the day), including gains and losses from inflow, precipitation, evaporation, leakage, discharges from the dam, water supply withdrawals, and foreign water. This value is adjusted to remove the effects of any discharges from the Dam (“D”) as well as specific gains (“AI,” allocated inflows) and losses (“W,” water supply withdrawals) that need to be credited or debited to individual accounts, rather than being shared *pro rata*. See Principle 1.4.

3. Storage accounting procedures

The data needed to perform these calculations will be collected on a daily time step. The calculations will be performed weekly under normal circumstances, but more frequently during droughts. The Active Multipurpose Pool is drawn down as outflow exceeds inflow. The individual accounts are drawn down at different rates based on their storage. Users will be notified on a weekly basis of the available storage remaining, once their storage account balance drops below 30%.

WATER STORAGE AGREEMENT
 BETWEEN THE SOUTHWEST MISSOURI JOINT MUNICIPAL WATER UTILITY
 COMMISSION
 AND
 THE CITY OF WILLARD, MISSOURI
 FOR
 THE USE OF WATER STORAGE SPACE IN STOCKTON LAKE

FAST FACTS

Firm yield	0.5 MGD
Storage volume	1,195 Acre-Feet
Principal	\$357,902
Term	Unless terminated, contract continues as long as JMUC has storage rights (permanent) or maximum period allowed by law, with option to renew
Estimated annual payment to JMUC	\$26,638 Based on 30-year amortization and variable interest rate adjusted every 5 years (currently 4.625%)

Firm Yield: “Firm yield” is the amount available at all times through the worst drought on record. Firm yield is estimated and not guaranteed. It is determined by hydrologic modeling based on historical records. The “storage volume” in the contract is the amount needed to produce the “firm yield” stated above.

The actual yield available to User under this contract should be higher than the estimated firm yield at all times except in a drought equal to or more severe than the drought of record. If a drought worse than the drought of record occurs, it is possible the actual yield available under the contract will be less than the firm yield stated above.

Price: Costs are passed through to User in proportion to storage space.

In addition to paying the federal government’s principal (called “first costs”), JMUC will also be required to pay an annual charge for operations and maintenance (O&M) and, potentially, occasional charges for any major repairs that may be required. User’s annual payment to JMUC includes a 25% premium (over the principal) to cover O&M while building a reserve to pay for any major repairs. In the unlikely event this reserve proves insufficient, a special assessment may be required to cover JMUC’s obligations to the Corps.

Term: Effectively permanent. By law, JMUC has a permanent right to utilize the storage space in Stockton Lake under contract so long as costs are paid and the project remains in operation. Unless terminated for non-payment, User’s rights extend for as long as JMUC maintains the right to use the storage space, or the maximum period allowed by law, whichever is shorter. If the contract terminates due to any legal limitation on its term applicable to User, the contract is renewable at User’s option.



CITY OF WILLARD AGENDA REPORT BOARD OF ALDERS

TO: Board of Alders

FROM: Finance Department

SUBJECT: AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, ACCEPTING THE BID OF _____ FOR THE DEPOSIT OF CITY PUBLIC FUNDS AND AUTHORIZING THE MAYOR TO EXECUTE RELATED AGREEMENTS

ATTACHMENTS: 2

First Reading: 06/09/25
Bill No.: 25-36

Second Reading: 06/23/25
Ordinance No.: 250609B

AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI, ACCEPTING THE BID OF _____ FOR THE DEPOSIT OF CITY PUBLIC FUNDS AND AUTHORIZING THE MAYOR TO EXECUTE RELATED AGREEMENTS

WHEREAS, The City of Willard (“the City”) has a need for banking and depository services to manage its funds in a secure and efficient manner; and

WHEREAS, The City, in accordance with applicable laws and regulations, including Revised Missouri Statute 110.075, issued a Request for Proposals for competitive bids from qualified banking institutions; and

WHEREAS, The City has received and evaluated the proposals submitted by various banking institutions in response to its request, and has identified _____ as submitting the proposal that most effectively meets the City’s current banking and depository needs;

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

SECTION I: That the bid from _____ for banking and depository services, as detailed in their proposal, is hereby accepted.

SECTION II: The City of Willard hereby authorizes the mayor to enter into an agreement with the chosen bank. A copy of this agreement is attached hereto and incorporated as if set out in full.

SECTION III: This ordinance shall take effect and be in force from and after its passage and approval.

Read two times and passed at a meeting of the Board of Alders of the City of Willard, Missouri, on the **23rd day of June, 2025.**

Approved By: _____

Troy Smith, Mayor

Attested By: _____

Rebecca Hansen, City Clerk

Approved as to Form: _____

Nate Dally, City Attorney

Following the City's recent Request for Proposals (RFP) for Banking and Depository Services, staff recommends selecting **Commerce Bank** as the most beneficial provider for the City's current banking needs.

Purpose of the RFP

The City initiated the RFP process to modernize its banking platform in response to increasing fraud risks and limited current fraud protections. Presently, the City's funds are protected only by FDIC insurance. Enhanced banking services, such as Positive Pay and a more robust online portal, will provide critical safeguards thereby reducing the City's exposure to potential losses.

Summary of Evaluation

The City received four (4) qualified proposals. These proposals are available for review at City offices. Proposals were scored using a weighted evaluation matrix that considered platform security, service capabilities, transition complexity, interest earnings potential, and total cost. **Commerce Bank received the highest overall score.**

Key factors in the selection of Commerce Bank include:

- **Continuity:** As the City's current provider, transition risks are minimized.
- **Enhanced Earnings:** Commerce has agreed to improve the City's repo sweep rate from Interest on Reserve Balances (IORB) minus 1.4% to IORB minus 0.90%, increasing interest revenue with no additional deposits required.
- **Improved Fraud Prevention:** The new platform includes Positive Pay and stronger fraud controls.
- **Cost Justification:** While monthly service fees will increase by approximately \$300, this is offset by improved earnings potential and significantly enhanced fraud protection.

Next Steps

The Board packet includes:

- A comparison of proposed banking services
- Evaluation score sheets

Representatives from Commerce Bank will attend the June 9, 2025, Board of Aldermen meeting to answer questions and provide an overview of their platform.

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	Commerce Bank	Guaranty Bank	Arvest Bank	Mid Missouri Bank
Chartered Bank	x	x	x	x
Location miles away	<1	9	12	1
Cash Sweep	x	x	x	x
interest on swept cash	3	3.74	3.25	3.88 mo
Portal Access to sweep funds	x	x	x	
Same day Deposit time	4pm	6pm	8pm	6pm
Wire Transactions	online	online	online	online
Wire cut off time		4pm	4pm	2 online 3 in person
ACH for Utility	x	x	x	x
Direct deposit for payroll	x	x	x	x
cut off time for DD	6:00 PM	4:30pm	wed 4 pm	wed 2 pm
Positive Pay	x	x	x	x
Number of ways to check fraud	4	4		
Same day ACH time	1:30	1:30 PM	available	available
next day ACH	6pm	4:30 PM		
Portal Access ACH	x	x	x	x
Stop payments	portal	portal	portal	portal
Download daily monthly files	portal	portal	portal	portal
internal account transfers	portal	portal	portal	portal
Remote Deposit	machine	machine	2 safe 50ea	
Locking Money Bags	x	x	\$5 per	x
deposit slips provided	x	x	100	x
service to pick up deposit	no	will accept	cash vault yes	no
deposit alternatives		lock box	lock box	
Credit cards processing		yes		
in person	x	x	x	
online	x	x	x	
over phone	x	x	x	
integrate with software				
CD				
6 month		4.34		
10 month		4.44		
15 month		4.24		
Montly service fee	937.5	0	1212	0
Earnings Credit	-43.75		-3287.67	
Net Monthly fee	893.75	0	-2075.67	0

per item
pricing \

this is an estimate

	Commerce Bank	Wesley Young	Carolyn Halverson	Genia Mount
Chartered Bank	x			
Location miles away	<1	2	2	4
Cash Sweep	x			
interest on swept cash	3	-1	1	2
Portal Access to sweep funds	x			
Same day Deposit time	4pm			
Wire Transactions	online			
Wire cut off time	4pm			
ACH for Utility	x			
Direct deposit for payroll	x			
cut off time for DD	6:00 PM			4
Positive Pay	x			
Number of ways to check fraud	4	1	1	
Same day ACH time	1:30			
next day ACH	6pm			
Portal Access ACH	x			
Stop payments	portal			
Download daily monthly files	portal			
internal account transfers	portal			
Remote Deposit	machine	1	1	4
Locking Money Bags	x		1	
deposit slips provided	x		1	
service to pick up deposit	no	1		
deposit alternatives				
Credit cards processing				
in person	x			
online	x			
over phone	x			
integrate with software				
CD			1	
6 month				
10 month				
15 month				
Montly service fee	937.5		-1	3
Earnings Credit	-43.75			
Net Monthly fee	893.75	4	7	17

	Guaranty Bank	Wesley Young	Carolyn Halverson	Genia Mount
Chartered Bank	x			
Location miles away	9	-1	-1	2
Cash Sweep	x			
interest on swept cash	3.74	1	1	3
Portal Access to sweep funds	x			
Same day Deposit time	6pm			
Wire Transactions	online			
Wire cut off time	4pm			
ACH for Utility	x			
Direct deposit for payroll	x			
cut off time for DD	4:30pm			
Positive Pay	x			
Number of ways to check fraud	4	1	1	3
Same day ACH time	1:30 PM			
next day ACH	4:30 PM			
Portal Access ACH	x			
Stop payments	portal			
Download daily monthly files	portal			
internal account transfers	portal			
Remote Deposit	machine	1	1	4
Locking Money Bags	x		1	
deposit slips provided	x		1	
service to pick up deposit	will accept	-1		
deposit alternatives	lock box			
Credit cards processing	yes			
in person	x			
online	x			
over phone	x			
integrate with software				
CD			1	
6 month	4.34			
10 month	4.44			
15 month	4.24			
Montly service fee	0		1	4
Earnings Credit				
Net Monthly fee	0	1	6	16

	Arvest Bank	Wesley Young	Carolyn Halverson	Genia Mount
Chartered Bank	x			
Location miles away	12	-1	-1	1
Cash Sweep	x			
interest on swept cash	3.25		-1	1
Portal Access to sweep funds	x			
Same day Deposit time	8pm			
Wire Transactions	online			
Wire cut off time	4pm			
ACH for Utility	x			
Direct deposit for payroll	x			
cut off time for DD	wed 4 pm	-1		2
Positive Pay	x			
Number of ways to check fraud			-1	
Same day ACH time	available			
next day ACH				
Portal Access ACH	x			
Stop payments	portal			
Download daily monthly files	portal			
internal account transfers	portal			
Remote Deposit	2 safe 50ea	2	-1	2
Locking Money Bags	\$5 per	-1	-1	
deposit slips provided	100	1	-1	
service to pick up deposit	cash vault yes			
deposit alternatives	lock box			
Credit cards processing				
in person	x			
online	x			
over phone	x			
integrate with software				
CD			1	
6 month				
10 month				
15 month				
Montly service fee	1212	-1	-1	1
Earnings Credit	-3287.67	1		
Net Monthly fee	-2075.67	0	-6	7

per item
pricing\
this is an estimate

	Mid Missouri Bank	Wesley Young	Carolyn Halverson	Genia Mount
Chartered Bank	x			
Location miles away	1	2	2	3
Cash Sweep	x			
interest on swept cash	3.88 mo	1	2	4
Portal Access to sweep funds				
Same day Deposit time	6pm			
Wire Transactions	online			
Wire cut off time	2 online 3 in person			
ACH for Utility	x			
Direct deposit for payroll	x			
cut off time for DD	wed 2 pm	-1		1
Positive Pay	x			
Number of ways to check fraud		-1	-1	
Same day ACH time	available			
next day ACH				
Portal Access ACH	x			
Stop payments	portal			
Download daily monthly files	portal			
internal account transfers	portal			
Remote Deposit	machine	1	-1	1
Locking Money Bags	x		1	
deposit slips provided	x		1	
service to pick up deposit	no	-1		
deposit alternatives				
Credit cards processing				
in person				
online				
over phone				
integrate with software				
CD			1	
6 month				
10 month				
15 month				
Montly service fee	0	2	1	4
Earnings Credit				
Net Monthly fee	0	3	6	13



CITY OF WILLARD AGENDA REPORT BOARD OF ALDERS

TO: Board of Alders

FROM: Finance Department

SUBJECT: AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF
WILLARD, MISSOURI, ADOPTING AN AMENDMENT TO THE 2025
BUDGET

ATTACHMENTS: 2

First Reading: 06/09/25
Bill No.: 25-37

Second Reading: 06/23/25
Ordinance No.: 250609C

**AN ORDINANCE OF THE BOARD OF ALDERS OF THE CITY OF WILLARD, MISSOURI,
ADOPTING AN AMENDMENT TO THE 2025 BUDGET**

WHEREAS, The Board of Alders of the City of Willard did adopt a budget for Fiscal Year 2025 in accordance with the provisions of Section 67.010 RSMo.; and

WHEREAS, the Board of Alders may revise, alter, increase, or decrease the items contained in the proposed budget in accordance with the provisions of Section 67.030, RSMo.; and

WHEREAS, the Board of Alders has deemed it necessary to revise said budget;

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

SECTION I: That the 2025 Budget Amendments are attached to this Ordinance and shall be incorporated herein by reference as if set out in full.

SECTION II: That these 2025 Budget Amendments are adopted as part of the 2025 Budget.

SECTION III: Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in court, or any rights acquired, or liability incurred, nor any cause or causes of action occurred or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this ordinance. In the event of any conflict between this Ordinance and any other law, regulation, or ordinance, the more restrictive shall apply.

Section IV: Severability Clause. If any Section, subdivision, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Alders hereby declares that it would have adopted the ordinance and each Section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more Sections, subsections, sentences, clauses, or phrases be declared invalid.

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

Read two times and passed at a meeting of the Board of Alders of the City of Willard, Missouri, on the 23rd day of June, 2025.

Approved By: _____
Troy Smith, Mayor

Attested By: _____
Rebecca Hansen, City Clerk

Approved as to Form: _____
Nate Dally, City Attorney



City of Willard

2025 AMENDED BUDGET

Date 6/9/25



**Amended
Budget
For Calendar Year 2025**

City of Willard

			6/23/2025 Amended Budget		
		Page No.		Adopted 2025 Expenditures	Proposed Amended 2025 Expenditures
Table of Contents:					
Fund					
General Fund		2-4		3,654,779	3,726,577
Water - Sewer Fund		5-6		8,542,237	8,827,497
Parks Fund		7		1,849,416	1,847,666
Totals				14,046,432	14,401,740
Summary of Amendments		8			

City of Willard

Adopted Budget 6/23/25

General Fund	2025 Adopted Budget	2025 Proposed Budget
Cash Balance January 1	4,363,166	4,723,143
Receipts:		
General Revenue	2,158,330	2,158,330
	-	-
Law Revenue	182,240	184,240
* Police Facility Fee	5,000	7,000
Court Revenue	85,600	85,600
	-	-
Street Revenue	407,344	408,344
Street Capacity Fees	-	1,000
	-	-
Planning/Economic Development Revenue	145,000	145,000
	-	-
Emergency Management	8,500	8,500
Total Receipts	2,987,014	2,990,014
Resources Available	7,350,180	7,713,157
Expenditures		
Salary and Related Expense		
General	230,342	230,882
*Salaries Overtime	145,903	146,403
*Related Expense -Payroll Tax	84,439	84,479
Law	1,108,200	1,108,197
*Salaries	-	-
*Related Expense	-	-
Court	108,200	108,632
*Salaries Overtime	87,537	87,937
*Related Expense -Payroll Tax	20,663	20,695
Street	143,817	144,897
*Salaries Overtime	100,102	101,102
*Related Expense -Payroll Tax	43,715	43,795
Planning/Economic Development	259,754	259,754
*Salaries	-	-
*Related Expense	-	-
Emergency Management	-	-
*Salaries	-	-
*Related Expense	-	-
Total Salaries and Related Expense	1,850,313	1,852,362

Services and Supplies		
General	233,486	236,556
Office Supplies	8,500	9,500
Equipment/Software Maintenance Contracts	18,700	19,500
Telephone	2,505	3,775
Law	275,365	275,365
Court	40,498	40,099
Travel	1,000	800
Training & Education	750	550
Street	235,669	256,716
Repairs & Maintenance	25,000	35,000
Telephone	1,035	1,200
Internet	983	1,200
Street Lights	67,335	78,000
Planning/Economic Development	222,717	238,598
Supplies	300	400
Surveying	20,000	14,500
Contract Labor	25,000	15,000
Dues & Subscriptions	260	725
Legal	5,000	10,000
Professional	51,000	61,000
Training & Education	5,500	5,000
Equipment/Software Maintenance Contracts	12,563	18,000
Telephone	1,797	2,300
Vehicle Repair & Maint	1,000	1,834
Vehicle Lease	7,098	16,640
Economic Development	25,100	25,100
Emergency Management	20,600	20,600
Total Services & Supplies	1,053,435	1,093,034

Capital Outlay		
General	27,913	30,913
Office for Park Director in Rec Building	-	3,000
Law	63,973	70,873
	-	6,900
Court	3,813	3,813
Street	72,541	128,241
Jackson Street-Final Invoice	-	26,000
Public Works Building Completion	-	10,000
Fiber Upgrad for PW Building	-	3,200
Milling Head Attachment moved to next year		(1,000)
Bushhog moved to next year	-	(2,500)
Skidsterr split between Streets/Water/Sewer	-	20,000
Planning/Economic Development	7,413	14,113
Plotter	3,600	5,300
Civic Review Setup		5,000
Economic Development	-	-
Emergency Management	-	-
Total Capital Expense	175,653	247,953
Transfers to Other Funds		
Transfer from General Fund to Parks Fund	575,378	533,228
Total Transfer of Funds	575,378	533,228
Total Expenditures	3,654,779	3,726,577
Reserves Used:		
Reserves Gained		
Reserves Used	667,763	736,562
Total Reserves	667,763	736,562
Cash Balance December 31	3,695,400	3,986,580

City of Willard

Adopted Budget 6/23/25

Water - Sewer Fund	2025 Adopted Budget	2025 Proposed Budget
Cash Balance January 1	1,766,613	3,476,541
Receipts:		
Water Revenue	1,569,598	1,629,598
Meter/Replace/Installation	85,000	10,000
Water Infrastructure Upgrade	-	100,000
New Construction Meter Installation	20,000	30,000
Water Capacity Fees	20,000	30,000
Grants	-	15,000
Sewer Revenue	6,749,152	6,914,152
Sewer Infrastructure Upgrade	-	650,000
Grants	3,356,152	2,871,152
Total Receipts	8,318,750	8,543,750
Resources Available	10,085,363	12,020,291
Expenditures		
Salary and Related Expense		
Water	690,982	690,982
*Salaries		
*Related Expense		
Sewer	867,444	867,444
*Salaries		
*Related Expense		
Total Salaries and Related Expense	1,558,426	1,558,426
Services and Supplies		
Water	662,501	816,486
Lab Supplies	15,000	5,000
Permit Fees	-	5,000
New Infrastructure Expense	-	60,000
Generator Repair & Maintenance	-	3,000
Meter Replacement	30,000	120,000
Locate Supplies	-	2,000
Equipment Repairs/Maintenance	3,015	7,000
	-	-
Sewer	1,241,966	1,373,941
New Infrastructure Expense	-	55,000
Generator Repair & Maintenance	-	3,000
I&I Expense	-	50,000
Locate Supplies	-	2,000
Equipment Repairs/Maintenance	5,025	7,000
Property Easement	-	20,000
	-	-
Total Services & Supplies	1,904,467	2,190,427

Debt Service		
Water		
2014 COP 50%	102,144	102,144
Sewer		
2014 COP 50% & 2018 COP	326,194	326,194
Total Debt Service	428,338	428,338
Capital Outlay		
Water	316,213	322,113
Public Works Building	-	20,000
Fiber Upgrade PW Building	-	6,400
Generator for PW Building	-	11,500
Remove Milling Attachment	2,000	-
Skidsteer split between Streets/Water/Sewer	-	40,000
Water Meters moved to new separate account	60,000	-
Misc equipment	10,000	-
Sewer	4,334,793	4,328,193
I&I	50,000	-
Public Works Building	-	20,000
Fiber Upgrade PW Building	-	6,400
Generator for PW Building	-	11,500
Easement	20,000	-
Skidsteer split between Streets/Water/Sewer	-	40,000
Misc equipment	10,000	-
Remove Milling Attachment	2,000	-
Remove to another 2026 Bushhog	2,500	-
Total Capital Expense	4,651,006	4,650,306
Transfers to Other Funds		
Transfer from Water Fund to Sewer Fund	21,245	-
Total Transfer of Funds	21,245	-
Total Expenditures	8,542,237	8,827,497
Reserves Used:		
Water Reserves Gained	-	-
Sewer Reserves Gained		
Water Reserves Used	202,242	302,127
Sewer Reserves Used	21,245	-
Total Reserves	223,487	302,127
Cash Balance December 31	1,543,127	3,192,795

City of Willard

Adopted Budget 6/23/25

Parks Fund	2025	2025
Cash Balance January 1	35,394	63,821
Receipts:		
Sales Income		
Park Revenue	1,274,130	1,309,830
Donations	0	8,000
Capital Asset Sales	500	28,200
Total Sales Income	1,274,630	1,346,030
Transfers from Other Funds		
Transfer from General to Parks	575,378	537,928
Total Transfers from other Funds	575,378	537,928
Total Receipts	1,849,508	1,847,758
Resources Available	1,884,902	1,911,579
Expenditures		
Salary and Related Expense		
*Salaries	0	0
*Related Expense	0	0
Total Salaries and Related Expense	964,047	964,047
Services and Supplies		
Parks Services and Supplies	461,460	467,210
Equipment Rental	7,000	12,750
Total Services & Supplies	461,460	467,210
Debt Service		
2015 COP	314,182	314,182
Total Debt Service	314,182	314,182
Capital Outlay		
Parks Capital Outlay	109,727	102,227
Murray Room Flooring change to another year	7,500	0
	0	0
Total Capital Expense	109,727	102,227
Total Expenditures	1,849,416	1,847,666
Reserves Used:		
Reserves Gained	0	0
Reserves Used	0	0
Total Reserves	0	0
Cash Balance December 31	35,486	63,913

Notice of Amending the 2025 Budget
The governing body of the
City of Willard

Detailed budget information is available at City Hall

Summary of Fund Balance				
			2025	
			Amended Budget	
Fund			Original Fund Balance	Projected Fund Balance
General			3,695,400	3,986,580
Water-Sewer			1,543,127	3,192,795
Parks			35,486	63,913
Summary			5,274,013	7,243,288