

CITY OF WILLARD, MISSOURI

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



MEETING AGENDA AND PACKET

BOARD OF ALDERMEN

Regular Meeting

April 08, 2019

7:00 p.m.

Willard City Hall

224 W. Jackson Street

Mayor

Corey Hendrickson

Board Members

Brandon Bond

Donna Stewart

Sam Baird – Mayor Pro-Tem

Samuel Snider

Larry Whitman

Jon Jones

www.cityofwillard.org

**CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING**

**April 8, 2019
7:00 P.M.**

Posted April 3, 2019.

Notice is hereby given that the City of Willard, Missouri, Board of Aldermen will conduct a meeting at **7:00 p.m.** April 8, 2019 at Willard City Hall, 224 W. Jackson, Willard, Missouri.

The tentative agenda of this meeting includes:

PLEDGE OF ALLEGIANCE

Call the meeting to order

- 1. Roll Call.**
- 2. Agenda Amendments/Approval of Agenda.**
- 3. Consent Agenda:**

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

- a. Minutes from regular meeting March 25, 2019.
 - b. Outstanding Invoices, draft and Check Paid Invoices for March 2019/April 2019.
 - c. Department Head Reports.
- 4. Discussion/Vote on current Outstanding Invoices, draft and Check Paid Invoices for March 2019/April 2019.**
 - 5. Citizen Input.**
 - 6. Public Hearing on amending Chapter 515.040 Locations.**
 - 7. Ordinance amending Chapter 515.040: Locations. (1st & 2nd Read) Discussion/Vote.**
 - 8. Ordinance amending Chapter 710 Sewer Use and Sewer Rates. (1st Read) Discussion/Vote.**
 - 9. Ordinance accepting the contract with CJW Transportation for Engineering for the Hunt Road sidewalk project. (1st Read) Discussion/Vote.**

- 10. Ordinance accepting the agreement with MoDOT for ROW acquisition. (1st & 2nd Read) Discussion/Vote.**
- 11. Ordinance accepting the agreement with Liberty Utilities for utility pole relocation. (1st & 2nd Read) Discussion/Vote.**
- 12. New Business.**
- 13. Unfinished Business.**
- 14. Adjourn Meeting.**

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

Jennifer Rowe
City Clerk



AGENDA ITEM #3

Consent Agenda

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

- a. Minutes from regular meeting March 25, 2019.
- b. Outstanding Invoices, draft and Check Paid Invoices for March 2019/April 2019.
- c. Department Head Reports.

**CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
March 25, 2019
7:00 p.m.**

Staff present: City Administrator, Brad Gray; City Clerk, Jennifer Rowe; Director of Finance, Carolyn Halverson; and Public Works Director, Dave O'Connor.

The City Attorney Ken Reynolds was not present.

Citizens in attendance: Mindy Latham.

Pledge of Allegiance.

The Pledge of Allegiance was led by Mayor Hendrickson.

Call to Order.

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

Roll Call.

The City Clerk conducted the Roll Call. Alderman Bond -present, Alderman Snider-present, Alderman Stewart-present, Alderman Whitman-present, Alderman Baird-present, Alderman Jones-present, and Mayor Hendrickson-present. Student representative Bradley Cooper also present.

Agenda Amendments/Agenda Approval.

City Administrator Brad Gray requested to remove item #9. Motion was made by Alderman Baird and seconded by Alderman Stewart to approve the Agenda with changes. Motion carried with a vote of 6-0. Voting aye: Aldermen Bond, Snider, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

Consent Agenda.

Motion was made by Alderman Jones and seconded by Alderman Bond to approve the Consent Agenda. Motion carried with a vote of 5-0. Voting aye: Aldermen Bond, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye. Alderman Snider abstained.

Discussion/Vote to approve current February/March 2019 Outstanding Invoices, Check and Draft Paid Invoices.

Motion was made by Alderman Baird and seconded by Alderman Stewart to approve the current February/March 2019 Outstanding Invoices, Check and Draft Paid Invoices. Motion carried with a vote of 6-0. Voting aye: Aldermen Bond, Snider, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

Citizen Input.

None.

Ordinance accepting the contract with A.M. Pyrotechnics for the Freedom Fest Fireworks. (1st & 2nd Read) Discussion/Vote.

City Clerk Jennifer Rowe informed the Board that this was the contract discussed at the previous meeting when the bid was accepted. Discussion was made on some changes with the event this year. The first read was conducted by the City Clerk.

Motion was made by Alderman Baird and seconded by Alderman Jones to accept the contract with A.M. Pyrotechnics for the Freedom Fest Fireworks. Motion carried with a vote of 6-0. Voting aye: Aldermen Bond, Snider, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

The second read was conducted by the City Clerk.

Motion was made by Alderman Bond and seconded by Alderman Stewart to accept the contract with A.M. Pyrotechnics for the Freedom Fest Fireworks. Motion carried with a vote of 6-0. Voting aye: Aldermen Bond, Snider, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

Discussion/Vote to accept bids for Servers.

Finance Director Carolyn Halverson discussed the bids received for the Barracuda Backup and the Poweredge Server. Discussion was made on the cost, equipment and options for the future. Motion was made by Alderman Stewart and seconded by Alderman Jones to accept the bid by SHI for the Barracuda Backup and the bid by Dell for the PowerEdge server. Motion carried with a vote of 6-0. Voting aye: Aldermen Bond, Snider, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper voted no.

Discussion/Vote to accept the bid for a Locator.

Public Works Director Dave O'Connor discussed the bid received. Discussion was made on the current Locator, and the options. Motion was made by Alderman Stewart and seconded by Alderman Whitman to accept the bid by Subsurface Solution for the Locator. Motion carried with a vote of 6-0. Voting aye: Aldermen Bond, Snider, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

Discussion/Vote to accept the new streetlight installations in Longview Subdivision along S. Hunt Road.

City Clerk Jennifer Rowe discussed the streetlight request. Discussion was made on the subdivision. Mr. Gray then discussed future options with developers and streetlight installation. Motion was made by Alderman Bond and seconded by Alderman Whitman to accept the new streetlight installations in Longview Subdivision along S. Hunt Road. Motion carried with a vote of 6-0. Voting aye: Aldermen Bond, Snider, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

New Business.

Alderman Snider discussed the contract ending with Mr. Barber from MU Extension. He also discussed the scholarship available through MML.

Unfinished Business.

Mr. Gray gave an update on the committee to address the dog issue.

Alderman Snider thanked the SGA Members for attending the Meeting.

Discussion was then made on the code changes for the Pool and the security contract for the REC Center.

Recess Open Session.

Motion was made by Alderman Jones and seconded by Alderman Stewart to recess the Open Session at 7:53 p.m. Motion carried with a vote of 6-0. Voting aye: Aldermen Bond, Snider, Stewart, Whitman, Baird and Jones. Student Representative Bradley Cooper also voted aye.

Open Executive Session.

Motion was made by Alderman Stewart and seconded by Alderman Bond to open the Executive Session. Motion carried with a vote of 6-0. Voting aye: Aldermen Bond, Snider, Stewart, Whitman, Baird and Jones.

Close Executive Session.

Motion was made by Alderman Stewart and seconded by Alderman Bond to close the Executive Session. Motion carried with a vote of 6-0. Voting aye: Aldermen Bond, Snider, Stewart, Whitman, Baird and Jones.

Adjourn.

Motion was made by Alderman Jones and seconded by Alderman Stewart to Adjourn. Motion carried with a vote of 6-0. Voting aye: Aldermen Bond, Snider, Stewart, Whitman, Baird and Jones.

The meeting was adjourned at 8:39 p.m.

Jennifer Rowe, City Clerk

Corey Hendrickson, Mayor of Willard

**CITY OF WILLARD
BOARD OF ALDERMEN**



**AGENDA ITEM #3
FINANCE DEPARTMENT**

ACTION REQUIRED: APPROVAL REQUESTED

- **Outstanding Invoices – March & April 2019**



Pending Expense Approval Report - 1

By Vendor Name

Post Dates 03/26/2019 - 04/02/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: AMA200 - AMERICAN PLANNING ASSOCIATION - MISSOURI CHAPTER					
Vendor: AMA200 - AMERICAN PLANNING ASSOCIATION - MISSOURI CHAPTER					
AMERICAN PLANNING ASSO	2019-2	04/02/2019	A BRIXEY MEETING FEES - P&	10-400-56950	10.00
Vendor AMA200 - AMERICAN PLANNING ASSOCIATION - MISSOURI CHAPTER Total:					10.00
Vendor AMA200 - AMERICAN PLANNING ASSOCIATION - MISSOURI CHAPTER Total:					10.00
Vendor: APA100 - AMERICAN PLANNING ASSOCIATION					
Vendor: APA100 - AMERICAN PLANNING ASSOCIATION					
AMERICAN PLANNING ASSO	040119	04/02/2019	A BRIXEY MEMBERSHIP DUES - P&D	10-400-55800	95.00
Vendor APA100 - AMERICAN PLANNING ASSOCIATION Total:					95.00
Vendor APA100 - AMERICAN PLANNING ASSOCIATION Total:					95.00
Vendor: ATS200 - ANCHOR TACTICAL SUPPLY, LLC					
Vendor: ATS200 - ANCHOR TACTICAL SUPPLY, LLC					
ANCHOR TACTICAL SUPPLY, LL	196691	04/02/2019	B DECKARD UNIFORM ALLOWANCE - LAW	10-200-92500	12.99
Vendor ATS200 - ANCHOR TACTICAL SUPPLY, LLC Total:					12.99
Vendor ATS200 - ANCHOR TACTICAL SUPPLY, LLC Total:					12.99
Vendor: BPT100 - BALL & PRIER TIRE & WHEEL					
Vendor: BPT100 - BALL & PRIER TIRE & WHEEL					
BALL & PRIER TIRE & WHEEL	519399	04/02/2019	BACKHOE REAR TIRES - STS/W/S	10-300-71100	170.20
BALL & PRIER TIRE & WHEEL	519399	04/02/2019	BACKHOE REAR TIRES - STS/W/S	20-600-71100	340.40
BALL & PRIER TIRE & WHEEL	519399	04/02/2019	BACKHOE REAR TIRES - STS/W/S	20-700-71100	340.40
Vendor BPT100 - BALL & PRIER TIRE & WHEEL Total:					851.00
Vendor BPT100 - BALL & PRIER TIRE & WHEEL Total:					851.00
Vendor: COMMGN - COMMERCE CREDIT CARD SERVICES					
Vendor: COMMGN - COMMERCE CREDIT CARD SERVICES					
COMMERCE CREDIT CARD SE	01018G	04/02/2019	MENARDS REC CENTER PLYWOOD-PKS	30-800-95100	155.98
COMMERCE CREDIT CARD SE	032119	04/02/2019	MO DEPT OF REVENUE TRAILER TITLE FEE - PKS	30-800-71000	12.25
COMMERCE CREDIT CARD SE	03355	04/02/2019	LUMBER-MENARDS-PKS	30-800-95100	39.80
COMMERCE CREDIT CARD SE	06596G	04/02/2019	USPS EQUIPMENT REPAIRS POSTAGE - LAW	10-200-50750	10.55
COMMERCE CREDIT CARD SE	032519	04/02/2019	STAMPS.COM POSTAGE - ALL DEPTS	10-100-50750	12.15
COMMERCE CREDIT CARD SE	032519	04/02/2019	STAMPS.COM POSTAGE - ALL DEPTS	10-200-50750	16.70
COMMERCE CREDIT CARD SE	032519	04/02/2019	STAMPS.COM POSTAGE - ALL DEPTS	10-250-50750	34.95
COMMERCE CREDIT CARD SE	032519	04/02/2019	STAMPS.COM POSTAGE - ALL DEPTS	10-300-50750	1.15
COMMERCE CREDIT CARD SE	032519	04/02/2019	STAMPS.COM POSTAGE - ALL DEPTS	10-400-50750	2.00
COMMERCE CREDIT CARD SE	032519	04/02/2019	STAMPS.COM POSTAGE - ALL DEPTS	20-600-50750	20.45
COMMERCE CREDIT CARD SE	032519	04/02/2019	STAMPS.COM POSTAGE - ALL DEPTS	20-700-50750	19.80
COMMERCE CREDIT CARD SE	032519	04/02/2019	STAMPS.COM POSTAGE - ALL DEPTS	30-800-50750	0.50
COMMERCE CREDIT CARD SE	1205862	04/02/2019	AMAZON REC CENTER FOAM SEALANT-PKS	30-800-95100	37.45

Pending Expense Approval Report - 1

Post Dates: 03/26/2019 - 04/02/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COMMERCE CREDIT CARD SE	2044244	04/02/2019	AMAZON CAMP MOVIE-PKS	30-800-50177	6.80
COMMERCE CREDIT CARD SE	8086633	04/02/2019	AMAZON CAMP CARD GAMES	30-800-50177	9.60
COMMERCE CREDIT CARD SE	9237821	04/02/2019	-PKS		
COMMERCE CREDIT CARD SE	9237821	04/02/2019	AMAZON CAMP CARD GAMES & MOVIES, POOL CLOCK-PKS	30-800-50140	22.99
COMMERCE CREDIT CARD SE	9237821	04/02/2019	AMAZON CAMP CARD GAMES & MOVIES, POOL CLOCK-PKS	30-800-50177	34.43
COMMERCE CREDIT CARD SE	MC07410053	04/02/2019	MAIL CHIMP ADVERTISING-PK	30-800-55200	40.00
COMMERCE CREDIT CARD SE	03207G	04/02/2019	SUTTER TRAILER STRAPS-PKS	30-800-52000	74.00
COMMERCE CREDIT CARD SE	150321	04/02/2019	MONTGOMERY METAL CRAFT SOCCER GOALS-PKS	30-800-50180	1,392.00
COMMERCE CREDIT CARD SE	194007	04/02/2019	SPRINGFIELD READY MIX SIDEWALK REPAIR CONCRETE-STS	10-300-51000	523.80
COMMERCE CREDIT CARD SE	8052266	04/02/2019	AMAZON WOUND CLEANSE BOTTLES, SHEET PROTECTORS	30-800-50140	23.22
COMMERCE CREDIT CARD SE	8736228	04/02/2019	-PKS		
COMMERCE CREDIT CARD SE	9396211	04/02/2019	AMAZON POOL TEST KIT-PKS	30-800-50140	71.99
			AMAZON POOL FIRST AID KIT-PKS	30-800-50140	44.99
Vendor COMMGN - COMMERCE CREDIT CARD SERVICES Total:					2,607.55
Vendor COMMGN - COMMERCE CREDIT CARD SERVICES Total:					2,607.55
Vendor: BKM225 - DAVID BLAKEMORE					
Vendor: BKM225 - DAVID BLAKEMORE					
DAVID BLAKEMORE	040119	04/02/2019	CELL PHONE REIMBURSEMENT - W/S	20-600-61000	25.00
DAVID BLAKEMORE	040119	04/02/2019	CELL PHONE REIMBURSEMENT - W/S	20-700-61000	25.00
Vendor BKM225 - DAVID BLAKEMORE Total:					50.00
Vendor BKM225 - DAVID BLAKEMORE Total:					50.00
Vendor: DEL100 - DELL USA LP					
Vendor: DEL100 - DELL USA LP					
DELL USA LP	3000034741439.1	03/26/2019	POWEREDGE R440 SERVER - GEN	10-100-95500	5,867.50
Vendor DEL100 - DELL USA LP Total:					5,867.50
Vendor DEL100 - DELL USA LP Total:					5,867.50
Vendor: FCE100 - FLAT CREEK EXCAVATING, LLC					
Vendor: FCE100 - FLAT CREEK EXCAVATING, LLC					
FLAT CREEK EXCAVATING, LLC	2	04/02/2019	PAY REQUEST 2 FOR B EQ BASIN PROJECT - SEWER	20-700-95100	68,398.50
Vendor FCE100 - FLAT CREEK EXCAVATING, LLC Total:					68,398.50
Vendor FCE100 - FLAT CREEK EXCAVATING, LLC Total:					68,398.50
Vendor: GLA200 - GLENN'S AUTOMOTIVE LLC					
Vendor: GLA200 - GLENN'S AUTOMOTIVE LLC					
GLENN'S AUTOMOTIVE LLC	10338	04/02/2019	PD CAR 2 VALVE COVER GASKET, AIR FILTER, LABOR - L	10-200-71000	233.79
Vendor GLA200 - GLENN'S AUTOMOTIVE LLC Total:					233.79
Vendor GLA200 - GLENN'S AUTOMOTIVE LLC Total:					233.79
Vendor: HAY150 - HAYNES EQUIPMENT					
Vendor: HAY150 - HAYNES EQUIPMENT					
HAYNES EQUIPMENT	21353H	04/02/2019	GORMAN RUPP 80 SERIES PUMP - SEWER	20-700-50130	7,181.00
Vendor HAY150 - HAYNES EQUIPMENT Total:					7,181.00
Vendor HAY150 - HAYNES EQUIPMENT Total:					7,181.00

Pending Expense Approval Report - 1

Post Dates: 03/26/2019 - 04/02/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
Vendor: JKN100 - JASON KNIGHT						
Vendor: JKN100 - JASON KNIGHT						
JASON KNIGHT	040119	04/02/2019	CELL PHONE REIMBURSEMENT - W/S	30-800-61000	50.00	
					Vendor JKN100 - JASON KNIGHT Total:	50.00
					Vendor JKN100 - JASON KNIGHT Total:	50.00
Vendor: JOD100 - JOE DURAN						
Vendor: JOD100 - JOE DURAN						
JOE DURAN	9557801/0ST-139601-120M	04/02/2019	UNIFORM ALLOWANCE REIMBURSEMENT - LAW	10-200-92500	195.03	
JOE DURAN	93424	04/02/2019	PD TRAINING FUEL REIMBURSEMENT - LAW	10-200-56900	30.05	
JOE DURAN	519159	04/02/2019	MNOA MEMBERSHIP & CONFERENCE REIMBURSEMENT - LAW	10-200-55800	30.00	
JOE DURAN	519159	04/02/2019	MNOA MEMBERSHIP & CONFERENCE REIMBURSEMENT - LAW	10-200-56950	150.00	
					Vendor JOD100 - JOE DURAN Total:	405.08
					Vendor JOD100 - JOE DURAN Total:	405.08
Vendor: LEG250 - LEGALSHIELD						
Vendor: LEG250 - LEGALSHIELD						
LEGALSHIELD	032519	04/02/2019	GROUP INSURANCE - LAW	10-200-93000	53.85	
					Vendor LEG250 - LEGALSHIELD Total:	53.85
					Vendor LEG250 - LEGALSHIELD Total:	53.85
Vendor: LOW505 - LOWE'S CREDIT SERVICES						
Vendor: LOW505 - LOWE'S CREDIT SERVICES						
LOWE'S CREDIT SERVICES	10900	04/02/2019	CORD STORAGE REEL-PKS	30-800-50180	19.91	
					Vendor LOW505 - LOWE'S CREDIT SERVICES Total:	19.91
					Vendor LOW505 - LOWE'S CREDIT SERVICES Total:	19.91
Vendor: MBB100 - MIDWEST BLOCK & BRICK						
Vendor: MBB100 - MIDWEST BLOCK & BRICK						
MIDWEST BLOCK & BRICK	307050	04/02/2019	REC CENTER LANDSCAPING LIMESTONE - PKS	30-800-95100	275.72	
					Vendor MBB100 - MIDWEST BLOCK & BRICK Total:	275.72
					Vendor MBB100 - MIDWEST BLOCK & BRICK Total:	275.72
Vendor: ORE145 - O'REILLY AUTOMOTIVE, INC						
Vendor: ORE145 - O'REILLY AUTOMOTIVE, INC						
O'REILLY AUTOMOTIVE, INC	2367-221685	04/02/2019	TRAILER ADAPTER - PKS	30-800-71000	7.00	
O'REILLY AUTOMOTIVE, INC	2367-222010	04/02/2019	TIRE REPAIR KIT - PKS	30-800-71000	2.50	
O'REILLY AUTOMOTIVE, INC	2367-223698	04/02/2019	JETTER BATTERY - SEWER	20-700-71100	94.30	
					Vendor ORE145 - O'REILLY AUTOMOTIVE, INC Total:	103.80
					Vendor ORE145 - O'REILLY AUTOMOTIVE, INC Total:	103.80
Vendor: OZA255 - OZARKS COCA COLA						
Vendor: OZA255 - OZARKS COCA COLA						
OZARKS COCA COLA	26301548	04/02/2019	SOFT DRINK CONCESSIONS-PK	30-800-50200	186.23	
					Vendor OZA255 - OZARKS COCA COLA Total:	186.23
					Vendor OZA255 - OZARKS COCA COLA Total:	186.23
Vendor: RAC450 - RACE BROS FARM SUPPLY, INC						
Vendor: RAC450 - RACE BROS FARM SUPPLY, INC						
RACE BROS FARM SUPPLY, INC	711173	04/02/2019	GRASS SEED - WATER	20-600-50130	89.99	
					Vendor RAC450 - RACE BROS FARM SUPPLY, INC Total:	89.99
					Vendor RAC450 - RACE BROS FARM SUPPLY, INC Total:	89.99

Pending Expense Approval Report - 1

Post Dates: 03/26/2019 - 04/02/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: REX380 - REX SMITH OIL CO.					
Vendor: REX380 - REX SMITH OIL CO.					
REX SMITH OIL CO.	103560	04/02/2019	LAGOON PUMP FUEL - SEWER	20-700-70100	441.52
Vendor REX380 - REX SMITH OIL CO. Total:					441.52
Vendor REX380 - REX SMITH OIL CO. Total:					441.52
Vendor: SHI100 - SHI INTERNATIONAL CORP					
Vendor: SHI100 - SHI INTERNATIONAL CORP					
SHI INTERNATIONAL CORP	16821279	03/26/2019	BARRACUDA BACKUP 490 - GEN	10-100-95500	9,219.00
Vendor SHI100 - SHI INTERNATIONAL CORP Total:					9,219.00
Vendor SHI100 - SHI INTERNATIONAL CORP Total:					9,219.00
Vendor: SPR275 - SPRINGFIELD WINWATER WORKS CO					
Vendor: SPR275 - SPRINGFIELD WINWATER WORKS CO					
SPRINGFIELD WINWATER WO	313354.00	04/02/2019	METER PIT & LID FOR BAPTIST CHURCH - WATER	20-600-52500	326.99
Vendor SPR275 - SPRINGFIELD WINWATER WORKS CO Total:					326.99
Vendor SPR275 - SPRINGFIELD WINWATER WORKS CO Total:					326.99
Vendor: SQB100 - SQUIBB MEDIA, LLC					
Vendor: SQB100 - SQUIBB MEDIA, LLC					
SQUIBB MEDIA, LLC	413	04/02/2019	RESIDENTIAL POOLS PUBLIC HEARING NOTICE - PKS	10-400-55200	32.78
Vendor SQB100 - SQUIBB MEDIA, LLC Total:					32.78
Vendor SQB100 - SQUIBB MEDIA, LLC Total:					32.78
Vendor: TRH100 - TREVOR HOFFMAN					
Vendor: TRH100 - TREVOR HOFFMAN					
TREVOR HOFFMAN	3864596529	04/02/2019	CELL PHONE REIMBURSEMENT - W/S	20-600-61000	25.00
TREVOR HOFFMAN	3864596529	04/02/2019	CELL PHONE REIMBURSEMENT - W/S	20-700-61000	25.00
Vendor TRH100 - TREVOR HOFFMAN Total:					50.00
Vendor TRH100 - TREVOR HOFFMAN Total:					50.00
Vendor: WAL110 - WALMART COMMUNITY/RFCSLLC					
Vendor: WAL110 - WALMART COMMUNITY/RFCSLLC					
WALMART COMMUNITY/RFCS	029880	04/02/2019	CONCESSIONS-PKS	30-800-50200	105.86
Vendor WAL110 - WALMART COMMUNITY/RFCSLLC Total:					105.86
Vendor WAL110 - WALMART COMMUNITY/RFCSLLC Total:					105.86
Vendor: WTV100 - WILLARD HOME CENTER LLC					
Vendor: WTV100 - WILLARD HOME CENTER LLC					
WILLARD HOME CENTER LLC	B112177	04/02/2019	FORM LUMBER FOR SIDEWALK REPAIR - STS	10-300-50130	33.98
WILLARD HOME CENTER LLC	B112256	04/02/2019	ROOFING KNIFE - LAW	10-200-50500	6.99
WILLARD HOME CENTER LLC	B112263	04/02/2019	SPRINKLER HEAD & SCRUBBING PADS - SEWER	20-700-50130	12.28
WILLARD HOME CENTER LLC	B112290	04/02/2019	MISC BOLTS - SEWER	20-700-50130	1.40
WILLARD HOME CENTER LLC	B112311	04/02/2019	STRAW - WATER	20-600-50130	59.90
WILLARD HOME CENTER LLC	B112403	04/02/2019	PAINT & PAINTING SUPPLIES - LAW	10-200-50500	65.95
WILLARD HOME CENTER LLC	A113295	04/02/2019	POLYESTER ROPE - LAW	10-200-50500	8.99
WILLARD HOME CENTER LLC	B112637	04/02/2019	EXPANSION JOINT MATERIAL - STS	10-300-51000	6.58
WILLARD HOME CENTER LLC	B112657	04/02/2019	CHAINSAW FUEL MIX - STS	10-300-50130	10.99
Vendor WTV100 - WILLARD HOME CENTER LLC Total:					207.06
Vendor WTV100 - WILLARD HOME CENTER LLC Total:					207.06
Grand Total:					96,875.12

Report Summary

Fund Summary

Fund	Expense Amount
10 - GENERAL FUND	16,834.97
20 - WATER AND SEWER FUND	77,426.93
30 - PARKS FUND	2,613.22
Grand Total:	96,875.12

Account Summary

Account Number	Account Name	Expense Amount
10-100-50750	POSTAGE-GCG	12.15
10-100-95500	CAPITAL ASSET EXP EQUI	15,086.50
10-200-50500	BUILDING MAINTENANC	81.93
10-200-50750	POSTAGE-LAW	27.25
10-200-55800	DUES AND SUBSCRIPTIO	30.00
10-200-56900	TRAVEL EXPENSE-LAW	30.05
10-200-56950	TRAINING & EDUCATION	150.00
10-200-71000	VEHICLE EXPENSE OTHE	233.79
10-200-92500	UNIFORMS-LAW	208.02
10-200-93000	GROUP INSURANCE-LA	53.85
10-250-50750	POSTAGE-COURT	34.95
10-300-50130	SUPPLIES-STREETS	44.97
10-300-50750	POSTAGE-STS	1.15
10-300-51000	REPAIRS AND MAINTEN	530.38
10-300-71100	EQUIPMENT REPAIRS/M	170.20
10-400-50750	POSTAGE-P&D	2.00
10-400-55200	ADVERTISING-P&D	32.78
10-400-55800	DUES AND SUBSCRIPTIO	95.00
10-400-56950	TRAINING & EDUCATION	10.00
20-600-50130	SUPPLIES-WATER	149.89
20-600-50750	POSTAGE-WATER	20.45
20-600-52500	METER REPLACEMENT-	326.99
20-600-61000	TELEPHONE WATER	50.00
20-600-71100	EQUIP REPAIRS/MAINT-	340.40
20-700-50130	SUPPLIES-SEWER	7,194.68
20-700-50750	POSTAGE-SEWER	19.80
20-700-61000	TELEPHONE-SEWER	50.00
20-700-70100	EQUIPMENT FUEL-SEWE	441.52
20-700-71100	EQUIP REPAIRS/MAINT-S	434.70
20-700-95100	CAPITAL ASSET EXP-SEW	68,398.50
30-800-50140	SUPPLIES-AQUATIC	163.19
30-800-50177	SUPPLIES-YOUTH CAMP	50.83
30-800-50180	SUPPLIES SPORTS-PKS	1,411.91
30-800-50200	CONCESSIONS-PKS	292.09
30-800-50750	POSTAGE-PKS	0.50
30-800-52000	SUPPLIES SMALL EQUIP	74.00
30-800-55200	ADVERTISING-PKS	40.00
30-800-61000	TELEPHONE-PKS	50.00
30-800-71000	VEHICLE EXPENSE OTHE	21.75
30-800-95100	CAPITAL ASSET EXP-PKS	508.95
Grand Total:		96,875.12

Project Account Summary

Project Account Key	Expense Amount
None	28,476.62
9510018	68,398.50
Grand Total:	96,875.12

Public Works Report

March 2019

Water

- The water department spent the month on routine operations including collecting water samples, monthly meter reading, daily monitoring of the four wells and maintenance of the chlorine monitoring equipment and the well houses.
- Installed 2" water service for the First Baptist Church
- Completed 106 utility locates.

Sewer

- The manhole at B lift station overflowed on March 13, 2019 due to heavy rains. The overflow was estimated to be 56,000 gallons and it was reported to DNR.
- Reviewed and updated sewer maps for the Regional basin. There were several manholes and sewer lines missing or in the wrong location.
- Inspected manholes in the Regional basin.
- Replaced the irrigation pump at the lagoon and pressure tested the irrigation system. A few issues were identified and quickly repaired. The irrigation system is operating at peak capacity.
- **Lift Station 94 Status** – The project is 99% complete with only a few minor items remaining. The pumps have been operational since February 25, 2019, and the pump output is approximately 1,550 gallons/minute which is approximately 300 gallons/minute greater than we anticipated. The back-up generator was started, and its operation was verified by the supplier. The existing pumps for D lift station were removed and sent to have the impellers trimmed. They have been returned and are in the Public Works shop awaiting installation. The modified pumps at Regional lift station are operating well.
- **Lift Station B Flow Equalization Project Status** – The contractor spent the month cleaning the rock in preparation for the lean concrete which was poured on March 28. Upcoming work for April includes drilling and installing the rock anchors and forming and pouring the floor.

Streets

- **Miller Road Widening Project Status** - Final plans are complete and have been approved by MoDOT. The right of way clearance was issued March 19, 2019. On March 19, 2019, MoDOT requested authorization to advertise from the Federal Highway Administration.
- Completed 81 Service Orders.

Monthly Water Loss 2018

Current Month
3

Month	January	February	March	Annual Average	Annual
Amount of Gallons Pumped	23,403,600	24,192,800	21,612,900	23,069,767	69,209,300
Dollar Amount Sold	\$76,928.20	\$72,920.20	\$77,297.00	\$75,715.13	\$227,145.40
Gallons of Water Sold	15,629,000	14,068,000	15,905,000	15,200,667	45,602,000
Flushing	20,000	40,000	4,000	21,333	64,000
Leaks/Adjustments	14,667	169,783	28,000	70,817	212,450
City Usage (not billed)	31,000	28,000	32,000	30,333	91,000
Fire Department Usage	0	0	0	0	0
Tower Overflows	0	0	0	0	0
Residuals	45,000	45,000	45,000	45,000	135,000
					0
Total Gallons Accounted For	15,739,667	14,350,783	16,014,000	23,052,225	46,104,450
% Water Loss	32.75%	40.68%	25.91%	33.38%	
Amount of Water Lost	7,663,933	9,842,017	5,598,900	7,701,617	23,104,850
Willard North #1	1,508,600	1,638,400	1,484,700	1,543,900	
Willard South #2	2,927,100	3,147,100	2,855,300	2,976,500	
Meadows West #1	9,911,900	10,476,300	9,267,900	9,885,367	
Meadows East #2	9,056,000	8,931,000	8,005,000	8,664,000	
Total Water Pumped	23,403,600	24,192,800	21,612,900	23,069,767	
City Commercial Irrigation	14	14	14	14	
City Commercial 1 SPF	127	125	125	126	
City Commercial 3 Water only	19	20	19	19	
City Residential Irrigation	2	2	2	2	
City Residential 1 SPF	1943	1943	1957	1,948	
City Residential 3 Water Only	73	72	72	72	
Rural Irrigation	5	5	5	5	
Rural Residential 1 SPF	9	9	9	9	
Rural Residential 2 Lagoon	277	276	276	276	
Rural Residential 3 Water Only	853	852	853	853	
Rural Commercial 2 Lagoon	2	2	2	2	
Rural Commercial 3 Water only	12	12	12	12	
Rural Commercial 1 SPF	0	0	0	0	
Zero-Non Billed	10	10	11	10	
Number of Total Customers	3346	3342	3357	3348	

Equipment Usage and Repairs

March 2019

Equipment No.	Description	March 1 Miles/Hours	March 31 Miles/Hours	Monthly Usage	Service and Repairs	YTD Repair Cost
1	2013 Ford F-150	64,394	65,549	1,155		\$ 23.73
2	2004 Chevy 1 Ton Dump	127,976	128,695	719		\$ 94.04
3	2003 Chevy 1 Ton Utility - Sewer	159,539	160,734	1,195		\$ 38.61
4	1998 Dodge 1/2 Ton FB	126,646	126,721	75		
5	2001 Chevy 1500	100,669	101,281	612		\$ 23.73
6	2000 Chevy 3/4 Ton FB	144,875	144,954	79		\$ 8.99
7	1993 Ford 1 Ton Utility - Water	92,410	92,753	343		\$ 7.60
	2005 International 3200 Dump	20,347	20,347	-		\$ 395.15
	2017 Chevy Silverado	15,221	15,800	579	\$23.73	\$ 23.73
	Water Van	382	382	-		
	1998 Chevy S-10	155,131	155,132	1		
	Case Backhoe	2,349	2,391	42		
	60XT Case Skid Steer	1,402	1,402	-		
	Kubota RTV 1100	774	774	-		
					\$23.73	\$ 615.58

Description of Repair/Service

PD#1	2013 Dodge Charger (old #4)	
PD#2	2013 Dodge Charger	oil, filter and rotate tires
PD#3	2013 Dodge Charger	
PD#4	2017 Ford Explorer	
PD#5		
PD#6	2013 Dodge Charger	
PD#7	2017 Ford Explorer	
PD#8	2008 Harley Davidson Emergency Generator	

Parks and Recreation - Director's Report – April 2019

Department Tasks

- 2019 Budget Planning - Ongoing
- 5 Year Budget Plan - Ongoing
- Planning 2019 - 20 School Year Programs
- Parks Comprehensive Plan
- Freedom Fest

2019 Capital Improvement Projects

- Rec Center Landscaping 50%
- Rec Center Roof Repairs: Seeking additional bids
- Rec Center Murray Room Floor: Temporary Fix- (new tiles in, color does not match)
- Gym walls/insulation: Lower portion covered with a plywood solution
- Replenish fall zone material at Rec Center Playground-Product ordered
- Baseball Storage/Additional Storage at Rec Center- product found-waiting to order
- Soccer Gate-In Progress
- Camp Sites @ Highline

Maintenance Department

- Community Building Project – Replace Exterior Lights (2 Remaining)
- Fence Clearing at Soccer Complex
- Directional Signs @ Greystone Disc Golf
- Finish work @ Miller
- Replace Exterior Building Lights @ Rec Center
- Rec Center Landscaping
- Prioritizing City Maintenance Requests
- Prioritizing Projects for the 2019 Year

Upcoming Programs / Events

- Pool Grand Opening May 24th, 3-9pm
- Baseball registration ongoing
- Summer Camp registration ongoing

Ongoing Programs

- Soccer and Volleyball: Soccer:164 Volleyball:
- Cheerleading Program
- Youth: Tumbling Toddlers, Youth Dance, Kid–Venture Camps
- Senior: Senior Fitness, Wednesday Lunch
- Fitness: Zumba, Tiger Tone, Cardio Blast
- Facility Rentals: Community Building, Rec. Center, Pavilions, Aquatic Center, Baseball

General Updates

- Concessions Tracking-Added Internet to Rec Concessions Stand
 - Trying to use existing software to meet requirements for improved tracking/inventory
 - If successful, will replicate at Pool
 - Seeking healthy food/snack options
- Sunflower field planning underway
- Freedom Fest planning underway



Willard Police Department
January 2019 - Monthly Statistical Report



Administration	Officer	Case #'s
Tom McClain, Chief	1601	8
Shannon Shipley, Lt.	1602	28
	Total	36

Squad #1	1603	Robert Bell, Cpl. / FTO	54	Squad #2	1604	Steve Purdy, Cpl. Investigator	47
	1607	Joe Duran, Officer	47		1605	Billie Jo Deckard, Officer	68
	1608	Andrew Stone, Officer	51		1606	Shawn Garner, Officer	52
	1610	Scott Rowe, Officer	71		1609	Dakota Radford, Officer	58
	Total		223		Total		225

Reserves	Officer	Officer Names	Case #'s	Hours
	1630	Clint Heimbach, SRO	1	
	1631	Cindy Garton, SRO	1	
	1641	Brian Gordon, Reserve		
	1642	JD Landon, Reserve		12
	1645	Brian Hinkle, Reserve		
	1646	Andrew Hunt, Reserve		
		Glenn Cozzens, Reserve, Trainer		
		Tim Wheeler, Reserve		
	Total		2	12
Total Incidents for the month...			486	

Incident Statistics

Felony	9	HBO (Handled by Officers)	392
Misdemeanor	18	Use of Force	0
Infraction	211	Dog at Large 5	Cites 2
Other (Services)	248	Neglect 1 / Abuse 0 / Bites 0	Founded 0

Vehicle Maintenance

Vehicle	Odometer Reading	Monthly Mileage	Shifts Used	Miles per Shift	Monthly Maintenance	Year to Date Maintenance
WPD-01 2013	99,000	98,402	20	30	\$183.93	\$206.96
WPD-02 2013	120,539	2699	45	60	\$767.26	\$785.19
WPD-03 2013	125,091	2131	33	65	\$4.79	\$4.79
WPD-04 2018 Exp	13,924	2119	19 + Training Trip	112	\$0	\$0
WPD-06 2013	104,291	1013	14	73	\$0	\$670.00
WPD-07 2017 Exp	9,487	259	19	14	\$0	\$0
WPD-08 M	5,577	0	0	0	\$0	\$0

Vehicle Maintenance Details

WPD-01: \$183.93 Oil Change, Filter, Oil Stabilizer	WPD-04:
WPD-02: \$233.79 Valve Cover Gasket, \$533.50 Tie Rods & Wheel Alignment	WPD-05:
WPD-03: \$4.79 Spot light	WPD-06:

Misc. Dept. Info:

DARE Graduation April 9 @ 6:30PM at the Willard Intermediate with 230 graduates
 4 New Mobile Data Terminals getting prepped for installation – Grant Funded
 Officer Joe Duran completed out of state training for drug interdiction

Planning and Development Report
March 11, 2019

Ongoing Projects-

HWY 160 Improvements- Staff has met with Mo Dot representatives about R.O.W. adjustments and discussions indicated that the project might have a mid May letting.

ATM Commercial Subdivision Phase 2 Gauge Crossing Subdivision- Staff is waiting on the developer to submit a storm water engineering report to verify the improvements needed to satisfy the requirements in the Willard Municipal Code.

Capacity Improvements – Contract # 1- The contractor was on site two weeks ago and completed several items that was on the punch list. The contractor is waiting on warm weather to see what areas will need to be re-seeded. At some point the engineers and staff will walk thru the project and note the areas of concern.

Lift Station B- The leveling pad has been poured. The contractor will now drill and install grouted rebar that will anchor the structure.

Longview Subdivision- Staff has issued six-teen (16) building permits in the development. The developer has several homes under contract with the first closing in the next two weeks.

First Baptist Church- Inside and outside work continues. Staff has inspected the sewer service line and the fire suppression line. The electrician is pulling wires inside and the sheetrock contractors are working inside.

Transportation Alternative Program Sidewalk Grant – Staff has notified CJW that they have been selected for engineering services for the sidewalk project. Staff will be asking for the BOA's consideration to authorize the Mayor to sign the contract.

North Brook Apartments- Staff is currently reviewing a 24 unit building permit application for lot #5. Staff has approved the relocation of the ground mount solar panels that were installed in a utility easement.

Robertson Estates- Staff is working with the owner and possible developer who is proposing a residential subdivision for the remainder of the property.

Liberty Utilities/Empire Electric- Work continues around town – Poles have been set and the contractor has started pulling wire. Emery Sapp is doing the dirt work for the Substation. Staff continues to assist other departments as needed.

Staff currently has twenty-six (26) R-1 building permits open.

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

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

CITY CLERK: (Informational only) MARCH 2019

~Issued 11 Business Licenses

~Assisted other departments with grant paperwork and research.

~Completed all Agendas, packets, Proclamations, Resolutions, Ordinances and typed Minutes for BOA, BOADJ, P&Z, ECDTF, Traffic Committee and Tree Board.

~Updated website with new information.

~Assisted with gathering and writing articles for the Newsletter.

~Maintained updated "streetlight outage" list and ensured Empire was notified.

~Handled citizen complaints and directed to the appropriate department heads.

~Completed work on bids and published accordingly.

~Attended Comprehensive Planning Committee Meetings.

~Attended Spring Retreat and Clerk's training.

~Assisted with gathering information for the Audit.

~Finalized application and submitted for Missouri Registered City Clerk status. Awaiting notice.

~Assisted student with History of Willard for Comprehensive Plan.

~

EMERGENCY MANAGEMENT: (Informational only) MARCH 2019

~Completed and submitted 2019 EMPG Grant application

~Attended WebEOC Training.

~Met with Greene County on Tornado Tabletop exercise.

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<u>I. COURT INFORMATION</u>		Municipality: Willard Municipal Court	Reporting Period: Mar 1, 2019 - Mar 31, 2019
Mailing Address: 224 W JACKSON ST, WILLARD, MO 65781			
Physical Address: 224 W JACKSON ST, WILLARD, MO 65781		County: Greene County	Circuit: 31
Telephone Number:		Fax Number:	
Prepared by: JESSICA TRUITT		E-mail Address:	
Municipal Judge: Kristoffer Barefield			

<u>II. MONTHLY CASELOAD INFORMATION</u>	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month	15	305	119
B. Cases (citations/informations) filed	0	43	14
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	2	32	7
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)	0	15	1
6. dismissed by court	0	0	0
7. <i>nolle prosequi</i>	2	10	5
8. certified for jury trial (not heard in Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	4	57	13
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]	11	291	120
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	27	1. # Issued during period	0
2. # Served/withdrawn during reporting period	33	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # Outstanding at end of reporting period	360		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Willard Municipal Court	Reporting Period: Mar 1, 2019 - Mar 31, 2019
--------------------------	---------------------------------------	--

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, witness fees, and board bill/jail costs.	
Fines - Excess Revenue	\$0.00	No Data Available	
Clerk Fee - Excess Revenue	\$0.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$0.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$0.00	Bond Refunds	\$111.46
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Total Disbursements	\$111.46
Total Excess Revenue	\$0.00		
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$0.00		
Clerk Fee - Other	\$0.00		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$0.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$0.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$0.00		
Law Enforcement Training (LET) Fund surcharge	\$0.00		
Domestic Violence Shelter surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Sheriffs' Retirement Fund (SRF) surcharge	\$0.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$0.00		

CITY OF WILLARD, MISSOURI

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



AGENDA ITEM #7

Ordinance amending Chapter 515.040: Locations. (1st & 2nd Read) Discussion/Vote.

Sponsored by the Director of Development.

First Reading: 04/08/19

Second Reading: 04/08/19

Council Bill No.: 19-

Ordinance No.: 190408

AN ORDINANCE APPROVING A MUNICIPAL CODE AMENDMENT TO SECTION 515.040 OF THE MUNICIPAL CODE OF THE CITY OF WILLARD PERTAINING TO PUBLIC AND PRIVATE POOL LOCATIONS.

WHEREAS, a public hearing was held on April 08, 2019; and

WHEREAS, the Planning and Zoning Commission of the City of Willard has initiated a proposed amendment to the Building and Construction Regulations in accordance with Article III, Administration and Review, Section 400.350, Amendments, paragraph B, *Initiation of Amendment*; and

WHEREAS, the Planning and Zoning Commission held a public hearing on February 26, 2019 for the purpose of receiving comments and input from the community on the proposed amendment; and

WHEREAS, after receiving public input, the Planning and Zoning Commission voted to recommend to the Board of Aldermen the proposed amendments to the Building and Construction Regulations of the City of Willard.

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

Section 1: The City does hereby amend Chapter 515.040 Locations as attached in Exhibit "A".

Section 2: Savings Clause. Nothing in this ordinance shall be construed to affect any suit or proceeding now pending in any 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 3: 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 Aldermen 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 4: This Ordinance shall be in full force and effect from and after the date of its passage by the Board of Aldermen and approval of the Mayor.

Passed at meeting: _____

Mayor, Corey Hendrickson

Attest: _____, City Clerk

Approved as to form: _____, City Attorney

READ TWO TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD,
MISSOURI ON THE ____ DAY OF _____, 2019.

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
_____ BRANDON BOND	_____	_____	_____
_____ SAMUEL SNIDER	_____	_____	_____
_____ DONNA STEWART	_____	_____	_____
_____ LARRY WHITMAN	_____	_____	_____
_____ SAM BAIRD	_____	_____	_____
_____ JON JONES	_____	_____	_____

2nd READ

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
_____ BRANDON BOND	_____	_____	_____
_____ SAMUEL SNIDER	_____	_____	_____
_____ DONNA STEWART	_____	_____	_____
_____ LARRY WHITMAN	_____	_____	_____
_____ SAM BAIRD	_____	_____	_____
_____ JON JONES	_____	_____	_____

Exhibit A

SECTION 515.040: LOCATIONS:

Private swimming pools shall not encroach on any front or side yard. A wall of a swimming pool shall be set back at least ten (10) feet from any rear property line or ~~fifteen (15)~~ **seven (7)** feet from any side property line or twenty (20) feet from any street property line.

CITY OF WILLARD, MISSOURI

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



AGENDA ITEM #8

Ordinance amending Chapter 710 Sewer Use and Sewer Rates. (1st Read) Discussion/Vote.

Sponsored by the Public Works Director.

FIRST READING:
BILL NO. 19-

SECOND READING:
ORDINANCE NO.

**AN ORDINANCE
AMENDING CHAPTER 710 OF THE WILLARD MUNICIPAL CODE TITLED
"SEWER USE AND SEWER RATES"**

WHEREAS, the City of Willard and the City of Springfield entered into a wastewater contract dated April 15, 2004 whereby Springfield would accept and treat sewage from Willard; and

WHEREAS, pursuant to Section 403 of the Willard-Springfield sewer contract, Willard must adopt and maintain at all times while the contract is in effect, ordinances and regulations governing usage and connection to such sewers at least as restrictive as Springfield may require; and

WHEREAS, Willard has amended Chapter 710 of its municipal code to comply with Section 403 of its contract with Springfield.

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

Section 1: The Board of Aldermen of the City of Willard hereby amends Chapter 710 of its municipal ordinances as set forth on the attached Exhibit "A".

Section 2: Savings Clause: Nothing in the ordinances in Chapter 710 as amended, shall be construed to affect any suit or proceeding now pending in any court, or any right acquired, or liability incurred, nor any cause or causes of actions occurred or existing, under any act or ordinances 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 the new amended ordinances contained in Exhibit "A" and any other laws, regulations or ordinances, the more restrictive shall apply.

Section 3: Severability Clause. If any sections, subdivisions, sentences, clauses or phrases of the ordinances amended under Chapter 710 are for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinances amended under Chapter 710. The Board of Aldermen hereby declare that it would have adopted the ordinances and each sections, subsections, sentences, clauses, or phrases thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phases be declared invalid.

Section 4: These amendments will be in full force and effect from and after its passage by the Board of Aldermen and approval of the Mayor.

FIRST READING:
BILL NO. 19-_____

SECOND READING:
ORDINANCE NO._____

READ TWO TIMES BY TITLE ONLY AND PASSED AT THE MEETING OF THE BOARD OF ALDERMEN,
THE CITY OF WILLARD, GREENE COUNTY, MISSOURI ON THIS ____ DAY OF
_____ 201__.

Motion made by Alderman _____ Seconded by Alderman _____

Approved as to form: _____
Kenneth P. Reynolds, City Attorney

Attested by:

Approved by:

Jennifer Rowe, City Clerk

Corey Hendrickson, Mayor

**MEMBERS OF THE BOARD OF ALDERMEN
FIRST (1ST) READING**

YES

NO

ABSTAINED

Brandon Bond

Samuel Snider

Donna Stewart

Larry Whitman

Sam Baird

Jon Jones

**MEMBERS OF THE BOARD OF ALDERMEN
SECOND (2ND) READING**

YES

NO

ABSTAINED

Brandon Bond

FIRST READING:
BILL NO. 19-

SECOND READING:
ORDINANCE NO.

Samuel Snider

Donna Stewart

Larry Whitman

Sam Baird

Jon Jones



AGENDA ITEM #9

**Ordinance accepting the contract with CJW
Transportation for Engineering for the Hunt Road
sidewalk project. (1st Read) Discussion/Vote.**

Sponsored by the Director of Development.

First Reading: 04/08/19

Second Reading: 04/08/19

Council Bill No.: 19-

Ordinance No.: 190408

AN ORDINANCE

ACCEPTING THE PROPOSAL OF CJW TRANSPORTATION CONSULTANTS LLC TO PROVIDE ENGINEERING SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS, ON BEHALF OF THE CITY OF WILLARD.

WHEREAS, the City of Willard has determined a need for Engineering Services for the Sidewalk Project on Hunt Road; and

WHEREAS, the City of Willard has selected CJW Transportation Consultants LLC to provide the services as itemized in detail in Exhibit "A" as attached hereto.

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

Section 1: That the Mayor, on behalf of the City of Willard, Missouri is hereby authorized to accept the proposal of CJW Transportation Consultants LLC to provide the services described in Exhibit "A".

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

Mayor

ATTEST: _____, City Clerk

Approved as to form: _____, City Attorney

READ TWO TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE _____ DAY OF _____ 2019.

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

First Reading: 04/08/19

Second Reading: 04/08/19

Council Bill No.: 19-

Ordinance No.: 190408

SAM BAIRD

JON JONES

2nd READ

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAINED

BRANDON BOND

SAMUEL SNIDER

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

JON JONES

SPONSOR: Willard, Missouri
 LOCATION: Hunt Street
 PROJECT: TAP- 5944(804)

THIS CONTRACT is between *Willard, Missouri*, hereinafter referred to as the "Local Agency", and *CJW Transportation Consultants, LLC, 5051 S. National Avenue* hereinafter referred to as the "Engineer".

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

ARTICLE I — SCOPE OF SERVICES

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

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0.0% of the total Agreement dollar value.
- B DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, *0 %* of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

<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>
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ARTICLE III-ADDITIONAL SERVICES

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

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

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

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

ARTICLE V - PERIOD OF SERVICE

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

- A. PS&E Submittal for Approval by MODOT shall be completed on or before May 1, 2020.

This date shall be based upon receiving the Notice to Proceed from the LPA by June 1, 2019. If the Notice to Proceed is issued after said date, appropriate extension shall be granted upon Consultant request.

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

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

ARTICLE VI — STANDARDS

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

ARTICLE VII - COMPENSATION

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

- A. For design services, including work through the construction authorization stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$3,750.00, with a ceiling established for said design services in the amount of \$ 35,000.00, which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$3,214.29, with a ceiling established for said inspection services in the amount of \$ 30,000.00, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
 - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 - 2. An amount estimated at 79.31% of actual salaries in Item 1 above for payroll overhead, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
 - 3. An amount estimated at 84.57% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect

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

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

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

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

price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

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

<u>Sub-Consultant Name</u>	<u>Address</u>	<u>Services</u>
Palmerton and Parrish,	4168 W Kearney St, Springfield, MO 65803,	Concrete Testing

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

ARTICLE X - PROFESSIONAL ENDORSEMENT

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

ARTICLE XI - RETENTION OF RECORDS

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

ARTICLE XII - OWNERSHIP OF DOCUMENTS

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

ARTICLE XIII — SUSPENSION OR TERMINATION OF AGREEMENT

A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's

services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.

- B Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or stopped by final payment under this Agreement.
- D The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.

1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

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

ARTICLE XV - SUCCESSORS AND ASSIGNS

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

ARTICLE XVI - COMPLIANCE WITH LAWS

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

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

ARTICLE XVIII - NONDISCRIMINATION

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

ARTICLE XIX — LOBBY CERTIFICATION

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

ARTICLE XX — INSURANCE

A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance

of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

- B The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C The Engineer's insurance coverage shall be for not less than the following limits of liability:
 - 1. Commercial General Liability: \$100,000 per person up to \$1,000,000 per occurrence;
 - 2. Automobile Liability: \$100,000 per person up to \$1,000,000 per occurrence;
 - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
 - 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

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

Attachment A — Scope of Service

Attachment B - Estimate of Cost

Attachment C - Breakdown of Overhead Rates

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

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

Attachment F — DBE Contract Provisions

Attachment G — Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this _____ day of _____, 2019.

Executed by the City this _____ day of _____, 2019.

FOR: WILLARD, MISSOURI
City

By _____
Corey Hendrickson — Mayor

ATTEST: _____
City Clerk

FOR: CJW TRANSPORTATION, LLC

By _____
Dane Seiler — President

ATTEST: _____
CJW

ATTACHMENT A

Scope of Services

- A. DESIGN PHASE - The Engineer will:
1. determine the needs of the Local Agency for the project;
 2. conduct topographic, property and utility surveys sufficient to develop plans for the project;
 3. arrange for subsurface investigations (not applicable to this project),
 4. conduct hydraulic studies (as applicable), prepare alternative designs and cost estimates, develop preliminary plans, and recommend to the Local Agency the best overall general design based on these studies;
 5. Submit two copies of preliminary plans, estimates, and studies for review by Local Agency and Missouri Department of Transportation (MoDOT);
 6. prepare detailed construction plans, cost estimates, specifications and related documents as necessary for the purpose of soliciting bids for constructing the project. Provision will be made in the contract documents for that portion of the work that will be performed by Local Agency's forces if applicable;
 7. secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans, and assist the Local Agency in acquiring the right-of-way deeds needed for the project; if deemed necessary, arrange to have Right-of-Way appraisals and purchase negotiations with land owner conducted on a sub-contract/supplemental agreement basis.
 8. ensure compliance with water quality requirements by coordinating with the Missouri Department of Natural Resources and the U.S. Army Corps of Engineers and also insure compliance with the requirements of the Federal Emergency Management Agency (FEMA); and if deemed necessary, arrange to have the site examined by a qualified professional to determine wetlands impact on a subcontract/supplemental agreement basis.
 9. ensure compliance with historic preservation requirements through coordination with the Missouri Department of Natural Resources if a Phase I or Phase II Cultural Resource Assessment, a MOA or HAER Documentation is deemed necessary, arrange to have the site examined by a qualified archaeologist on a subcontract/supplemental basis; if deemed necessary;

10. ensure compliance with all regulations in regards to noise abatement and air quality, if necessary, including testing for the presence of lead and asbestos (not included in this contract); and
11. provide the Local Agency with five sets of completed plans, specifications and/cost estimates for the purpose of obtaining construction authorization from the Missouri Department of Transportation.

B BIDDING PHASE - The Engineer will:

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

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

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

7. inspect materials, review material certifications furnished by Contractor, arrange for sampling of concrete and other materials as required by others, and arrange for laboratory testing of samples by others on a subcontract basis. Independent assurance samples and tests will be performed by MoDOT personnel and such sampling and testing is excluded from the work to be performed by the Engineer under this contract;
8. maintain progress diary and other project records, measure and document quantities, and prepare monthly estimates for payments due the Contractor;
9. be present during critical construction operations, including but not limited to the following:
 - a. layout;
 - b. excavation and backfilling;
 - c. checking of reinforcing steel prior to concrete placement;
 - d. concrete batching and pouring;
 - e. placement of surfacing materials; and
10. participate in final inspection, provide the Local Agency with project documentation (diaries, test results, certifications, etc.), and provide as-built plans for the Local Agency's records.

**ATTACHMENT 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.ep1s.gov/ep1s/search.do?page=A&status=current&agency=69#A>.

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

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

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(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 Non procurement List at the Excluded Parties List System.
<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

Attachment F
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE'S) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.
2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any sub-consultant 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 sub-consultant agreement.
3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other sub-consultants 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 sub-consultant 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 sub-consultant 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 Sub-consultants: The Engineer shall make good faith efforts to replace a DBE Sub-consultant, who is unable to perform satisfactorily, with another DBE Sub-consultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.
6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed the Engineer.

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

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:
 - A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.
 - B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.
 - C. Provided written notices to a reasonable number of specific DBEs that their interest in a sub-consultant 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 sub-consulting 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 sub-consultant 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.

1. Made effective use of the services of available disadvantageded business organizations, minority contractors' groups, disadvantageded business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.
8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that the following good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.



AGENDA ITEM #10

**Ordinance accepting the agreement with MoDOT for
ROW acquisition. (1st & 2nd Read) Discussion/Vote.**

Sponsored by the Public Works Director.

First Reading: 04-08-19

Second Reading: 04-08-19

Council Bill No.: 19-

Ordinance No.: 190408

AN ORDINANCE

ACCEPTING THE AGREEMENT WITH THE MISSOURI DEPARTMENT OF TRANSPORTATION (MoDOT) BY DONATING A PIECE OF LAND FOR RIGHT OF WAY PURPOSES AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS ON BEHALF OF THE CITY OF WILLARD.

WHEREAS, MoDOT is completing the Highway 160 expansion project; and

WHEREAS, MoDOT has requested that the City of Willard donate a piece of land to expand the intersection at Farm Road 105 and Highway 160; and

WHEREAS, the City of Willard has agreed to donate said property as itemized in detail in Exhibit "A" as attached hereto.

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

Section 1: That the Mayor, on behalf of the City of Willard, Missouri is hereby authorized to accept the agreement with MoDOT and donate the property described in Exhibit "A."

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

MAYOR

ATTEST: _____, City Clerk

Approved as to form: _____, City Attorney

READ TWO TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE 8th DAY OF April 2019.

MEMBERS OF THE BOARD OF ALDERMEN:

BRANDON BOND

SAMUEL SNIDER

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

JON JONES

2nd READ

MEMBERS OF THE BOARD OF ALDERMEN:

BRANDON BOND

SAMUEL SNIDER

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

JON JONES

March 19, 2019

City of Willard
Brad Gray, City Administrator
P.O. Box 187
Willard, MO 65781

Subject: DONATION LETTER – Greene Co., Rte. 160, Job No. J8P0601B-C, Parcel 4

Dear Mr. Gray:

The Missouri Department of Transportation is pleased to inform you of an improvement planned for your area. Engineering drawings which describe the proposed project are attached.

We do want to inform you of your right to receive compensation for the land and/or property rights in question, as determined by an appraisal of the rights to be acquired from your property.

We are hopeful that, because of the benefits to be derived from the project, we can reach an agreement with you to donate the required land and/or property rights to accomplish the proposed construction. Should you choose to donate, we would appreciate your signing this letter, waiving your right to compensation and pro rata tax adjustment and returning it to us. To comply with regulations, we will also need your signature on a formal conveyance document.

An acquisition brochure is furnished with this letter. Its purpose is to explain the process which must be followed to acquire right of way.

We look forward to the completion of this improvement project and appreciate your cooperation.

Respectfully,



Travis Koestner
Southwest District Engineer

ACCEPTED BY PROPERTY OWNER

Signature: _____ Date: _____

Print Name/Title: _____



Our mission is to provide a world-class transportation experience that delights our customers and promotes a prosperous Missouri.
www.modot.org

CCO FORM: RW02
Approved: 06/93 (TLP)
Revised: 03/17 (AR)
Modified:

COUNTY: Greene
ROUTE: 160
PROJECT: J8P0601C
PARCEL: 004

QUITCLAIM DEED

THIS INDENTURE, made this ____ day of _____, 20____, between **CITY OF WILLARD, MISSOURI** of the County of Greene, State of Missouri, (hereinafter, "Grantor"), and the **STATE OF MISSOURI, acting by and through the MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION**, (hereinafter, "Grantee").

Grantor's Address: 224 W. Jackson P.O. Box 187 Willard, MO 65781

Grantee's Address: P.O. Box 868 Springfield, MO 65801

WITNESSETH:

The said Grantor, in consideration of the sum of One and no/100 dollar and other valuable considerations (\$ 1.00), to it paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents remise, release, and forever QUITCLAIM unto said Grantee, its successors and assigns, the real estate and interests in real estate in the County of Greene, State of Missouri, and described as follows:

A tract of land located in the Southeast Quarter (SE¼) of Section Twenty-Five (25), Township Thirty (30) North, Range Twenty-Three (23) West, containing 4,955 square feet, more or less, and more particularly described in **Exhibit A**.

TO HAVE AND TO HOLD THE SAME, with all and singular rights, immunities, privileges, and appurtenances thereunto belonging, unto the said Grantee, its heirs, successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first written above.

City of Willard, Missouri

By: _____

Print Name

Title

PARCEL 4

ALL THAT PART OF A TRACT OF LAND ALSO KNOWN AS HUNT ROAD LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 30 NORTH RANGE 23 WEST, LYING ON THE NORTHEASTERLY OR LEFT SIDE OF THE HEREINAFTER DESCRIBED CENTERLINE OF A HIGHWAY, NOW KNOWN AS ROUTE 160 TO WIT:

BEGINNING AT A POINT AT THE INTERSECTION OF THE NORTHEASTERLY BOUNDARY LINE OF THE OZARK GREENWAYS TRAIL AND THE WESTERLY BOUNDARY LINE OF HUNT ROAD 191.17 FEET LEFT OF ROUTE 160 CENTERLINE STATION 714+49.13; THENCE LEAVING SAID OZARK GREENWAYS TRAIL BOUNDARY ALONG SAID HUNT ROAD BOUNDARY LINE N 02°19'14" E, A DISTANCE OF 93.14 FEET TO A SET IRON PIN 265.48 FEET LEFT OF ROUTE 160 CENTERLINE STATION 713+92.97; THENCE LEAVING SAID BOUNDARY LINE S 87°37'56" E, A DISTANCE OF 45.00 FEET TO A SET IRON PIN ON THE EXISTING EASTERLY BOUNDARY OF HUNT ROAD 292.58 FEET LEFT OF ROUTE 160 CENTERLINE STATION 714+28.89; THENCE ALONG SAID BOUNDARY LINE S 02°19'07" W, A DISTANCE OF 127.09 FEET TO A POINT ON THE EXISTING NORTHEASTERLY BOUNDARY LINE OF THE OZARK GREENWAYS TRAIL 191.19 FEET LEFT OF ROUTE 160 CENTERLINE STATION 715+05.45; THENCE LEAVING SAID HUNT ROAD BOUNDARY LINE ALONG SAID OZARK GREENWAYS TRAIL BOUNDARY LINE N 50°37'09" W, A DISTANCE OF 56.39 FEET TO THE POINT OF BEGINNING.

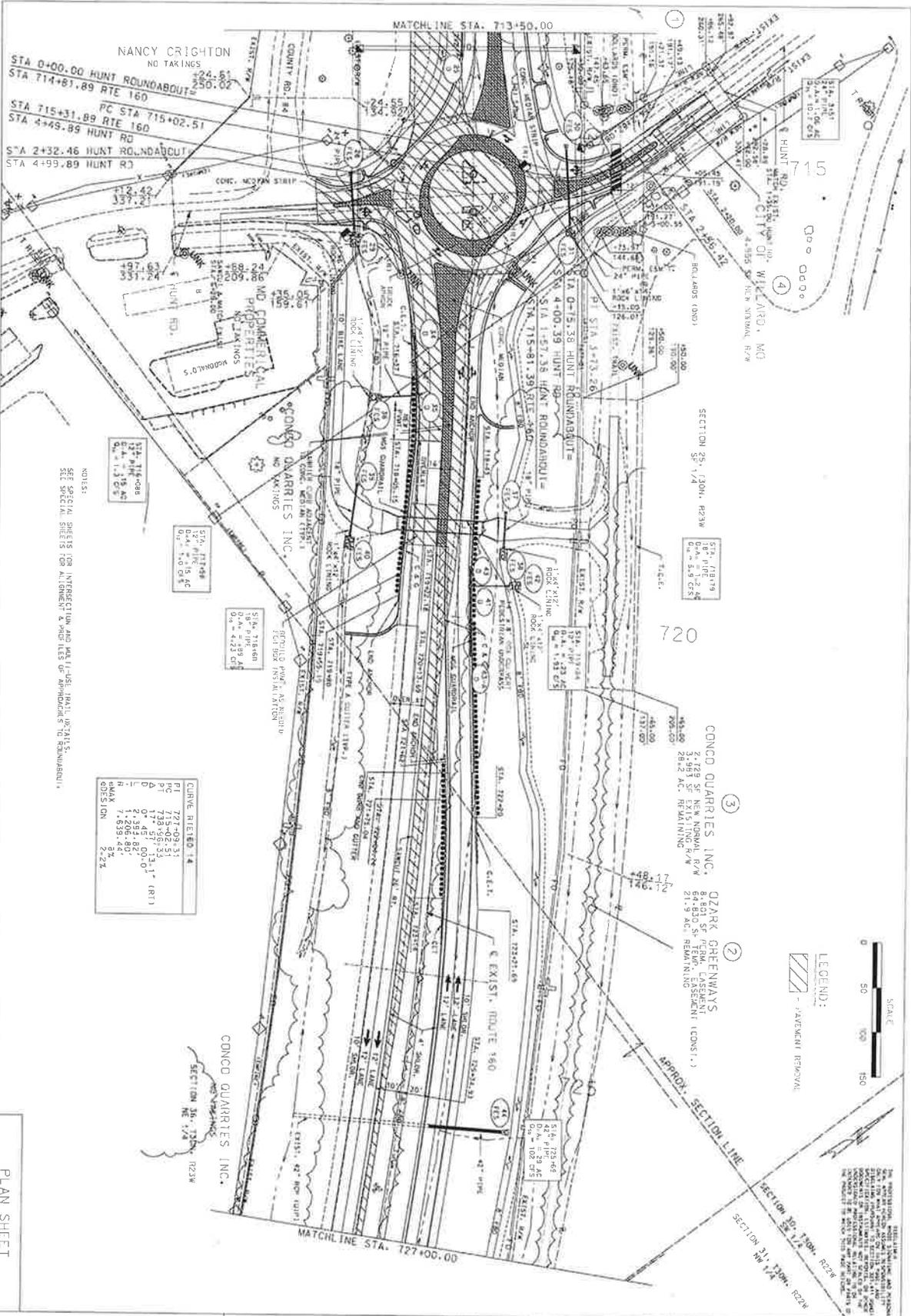
THE ABOVE DESCRIBED PARCEL CONTAINS 4955 SQ. FT. MORE OR LESS

ROUTE 160 CENTERLINE

COMMENCING AT AN EXISTING IRON PIN AT THE CENTER OF SECTION 25, TOWNSHIP 30 NORTH, RANGE 23 WEST; THENCE ON A MISSOURI CENTRAL ZONE GRID BEARING S 32°00'58" E, A DISTANCE OF 2534.72 FEET TO THE POINT OF BEGINNING AT ROUTE 160 CENTERLINE STATION 713+00.00; THENCE ALONG SAID CENTERLINE S 50°35'57" E, A DISTANCE OF 202.51 FEET TO ROUTE 160 CENTERLINE PC STATION 715+02.51; THENCE CONTINUING ALONG SAID CENTERLINE ON A CURVE TO THE RIGHT, SAID CURVE HAVING AN INTERIOR ANGLE OF 17°57'13", A RADIUS OF 7639.44 FEET, FOR AN ARC DISTANCE OF 2393.82 FEET TO ROUTE 160 CENTERLINE PT STATION 738+96.33; THENCE CONTINUING ALONG SAID CENTERLINE S 32°38'44" E, A DISTANCE OF 1795.86 FEET TO ROUTE 160 CENTERLINE PC STATION 758+92.19; THENCE CONTINUING ALONG SAID CENTERLINE ON A CURVE TO THE RIGHT, SAID CURVE HAVING AN INTERIOR ANGLE OF 05°17'53", A RADIUS OF 7654.54 FEET, FOR AN ARC DISTANCE OF 707.81 FEET TO ROUTE 160 CENTERLINE STATION 764+00.00 FOR THE POINT OF TERMINATION, SAID POINT BEING N 47°35'39" E, A DISTANCE OF 2753.55 FEET FROM AN EXISTING RAILROAD SPIKE AT THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 30 NORTH, RANGE 22 WEST.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION EXHIBIT A - LEGAL DESCRIPTION

Title (name or identification of project) JBP0601B		County GREENE		
		City (if applicable) WILLARD	State MO	
Licensee Name (sole proprietor, partnership, corporation, LLC, or government) Missouri Highways and Transportation Commission 105 West Capital, Jefferson City, MO 65102 888-ASK MODOT (888)275-6636		Date Prepared 11/27/18	Sheet 2 of 2	
		Professional Surveyor Name (print) TRAVIS THIEMANN		
		Discipline Professional Land Surveyor		
		License or Certificate of Authority No. MO # 2008000731		
Professional Surveyor (Signature) <i>Travis Thiemann</i>		Date 11-27-18		
Only the preceding legal description contained in this "EXHIBIT A" is authenticated by this seal.				



NOTES:
 SEE SPECIAL SHEETS FOR ALLIEMENT & NOTES TO ROUNDABOUTS.
 SEE SPECIAL SHEETS FOR ALLIEMENT & NOTES TO ROUNDABOUTS.

PI	727+09.31
PC	715+02.51
P	1739+99.33
D	0+451.00 (1811)
L	1+238.82
HAUL	7+539.46
GRADIENT	2.2%

PLAN SHEET

C:\WORK\1374203\14\Draw\Accessories\Sheets\012.dwg DWG: 14/08/2019 10:58:59 AM 3/17/2019

CMT
 © 2019 CMT, INC.
 CRAWFORD, MURPHY & TULLY, INC.
 1631 W. BALTIMORE AVE. SUITE 100
 SPRINGFIELD, MD 20680 (410) 869-6009
 ENGINEERING CORPORATION - 000631

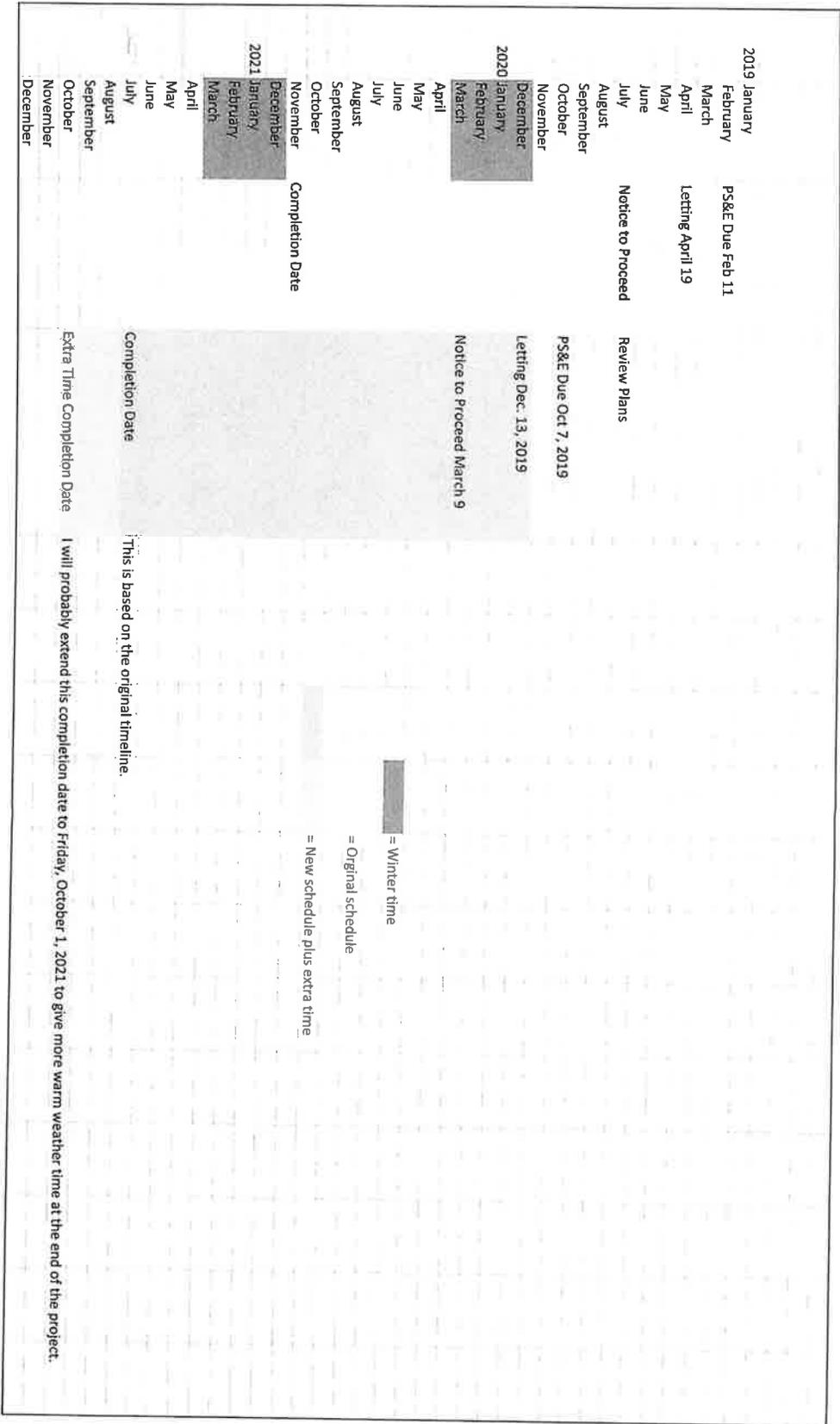
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

 105 WEST CAPITOL
 JEFFERSON CITY, MO 65102
 1-800-456-MODOT (1-888-275-6636)

DATE	DESCRIPTION

PROJECT NO.	
DRAWN BY	
CHECKED BY	
DATE	5/12/2019
SCALE	AS SHOWN
SHEET NO.	2
TOTAL SHEETS	2
DESIGNER	SPROULL & JENNIFER
ENGINEER	

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.





AGENDA ITEM #11

**Ordinance accepting the agreement with Liberty
Utilities for Utility Pole Relocation. (1st & 2nd Read)
Discussion/Vote.**

Sponsored by the Public Works Director.

First Reading: 04/08/19

Second Reading: 04/08/19

Council Bill No.: 19-

Ordinance No.: 190408

AN ORDINANCE

ACCEPTING THE AGREEMENT WITH LIBERTY UTILITIES TO MOVE UTILITY POLES ALONG A SECTION OF MILLER ROAD, AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS, ON BEHALF OF THE CITY OF WILLARD.

WHEREAS, the City of Willard has determined a need to move utility poles along Miller Road before the Miller Road project begins; and

WHEREAS, Liberty Utilities is the owner of said utility poles and has agreed to relocate them as itemized in detail in Exhibit "A" as attached hereto.

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

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

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

Mayor

ATTEST: _____, City Clerk

Approved as to form: _____, City Attorney

READ TWO TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE _____ DAY OF _____ 2019.

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

First Reading: 04/08/19

Second Reading: 04/08/19

Council Bill No.: 19-

Ordinance No.: 190408

SAM BAIRD

JON JONES

2nd READ

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAINED

BRANDON BOND

SAMUEL SNIDER

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

JON JONES
