

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

June 13, 2016

7:00 p.m.

Willard City Hall

224 W. Jackson Street

Mayor

Corey Hendrickson

Board Members

Jamie Buckley

Samuel Snider

Sam Baird – Mayor Pro-Tem

Larry Whitman

David Roggensees

Donna Stewart

www.cityofwillard.org

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

**June 13, 2016
7:00 P.M.**

Posted June 8, 2016

Notice is hereby given that the City of Willard, Missouri, Board of Aldermen will conduct a meeting at **7:00 p.m** June 13, 2016 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. Approval of the Minutes from the regular meeting May 23, 2016.**
- 4. Ceremonial Matters.**
 - a. Reappointment of Blaine Kennard to the Park Board.
 - b. Presentation of the Presidential Fitness Awards by Chief Thomas McClain.
- 5. Citizen Input. (5 minutes each)**
- 6. Financial Reports.**
 - a. April 2016 Summaries.
 - b. April 2016 Financial Statements.
 - c. May and June 2016 Outstanding Invoices, Check and Draft Paid Invoices.
 - d. April 2016 Check Register.
 - e. May 2016 Water Loss Report.
 - f. May 2016 Utility Adjustments Report.
- 7. Department Head Reports.**
 - a. Parks Department.
 - b. Public Works.
 - c. Police Department.
 - d. Planning and Development.
- 8. Public Hearing for Annexations WD1512AA and WD1512AB.**
- 9. Ordinance accepting the Annexation of WD1512AA. (1st and 2nd read)
Discussion/Vote.**
- 10. Ordinance accepting the Annexation of WD1512AB. (1st and 2nd read)
Discussion/Vote.**
- 11. Ordinance accepting the rezoning request for Robertson Estates. (2nd read)
Discussion/Vote.**

12. Discussion/Vote authorizing the Mayor to sign the Memorandum of Understanding for Grand Prairie LLC.
13. Discussion/Vote on received bids for the Meadows West Lift Station.
14. Ordinance amending Section 710.460: Basis for computing residential bills. (1st and 2nd read) Discussion/Vote.
15. Discussion/Vote on received bids for the Main Street and Jackson Sidewalk Project.
16. Discussion/Vote on received bids for the Park Department Parking Lot.
17. Discussion/Vote on received bids for the Front Lobby Security update.
18. Ordinance accepting the bid for the Front Lobby Security upgrades. (1st and 2nd read) Discussion/Vote.
19. New Business.
20. Unfinished Business.
21. Close Open Session.
22. Open Executive Session.
23. Close Executive Session.
24. Adjourn Meeting.

THE TENTATIVE AGENDA OF THIS MEETING INCLUDES A VOTE TO CLOSE PART OF THE MEETING PURSUANT TO RSMO SECTION 610.021 # (3) PERSONNEL AND # (13) PERSONNEL.

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

**CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
May 23, 2016
7:00 p.m.**

Staff present: City Administrator, J. Everett Mitchell; City Clerk, Jennifer Rowe; Community Services Director, J.C. Loveland; Chief Financial Officer, Carolyn Halverson; and Director of Development, Randy Brown.

City Attorney Ken Reynolds was present.

Citizens in attendance: Terry Kathcart.

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 Buckley-present, Alderman Snider-present, Alderman Stewart-present, Alderman Whitman-present, Alderman Baird-present, Alderman Roggenses-present and Mayor Hendrickson-present.

Agenda Amendments/Agenda Approval.

Motion was made by Alderman Baird and seconded by Alderman Roggenses to accept the agenda. The motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggenses.

Approve the Minutes of the Regular Meeting May 9, 2016.

Motion was made by Alderman Roggenses and seconded by Alderman Baird to approve the minutes. The motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggenses.

Citizen Input.

None.

Presentation by KPM CPA's on 2015 Audit.

Rebecca Frederick from KPM CPA's presented the 2015 Audit to the Board.

Public Hearing regarding the rezoning request for Robertson Estates.

City Attorney Ken Reynolds opened the public hearing regarding the rezoning of Robertson Estates at 7:20 p.m.

City Attorney closed the public hearing at 7:21 p.m.

Ordinance regarding the rezoning request for Robertson Estates (1st Read) Discussion/Vote.

The Director of Development Randy Brown discussed the rezoning request for Robertson Estates. He informed the Board that it will be done in three (3) phases. The first phase would be the existing house, which will stay zoned R-1. The second phase will be the seven (7) duplex lots. Then the third phase will be decided at a later date. This rezoning request is for the seven (7) duplex lots to be zoned R-2 as opposed to the original R-1. Mr. Brown informed the Board that there are existing sewer lines running through the property, but the water lines would need to be increased in size for that area. He indicated that it would benefit the City to increase those water lines to eight (8) inch lines as opposed to the two (2) inch line

currently in place. This would allow for better fire protection to that area. Alderman Roggensees requested feedback from the Aldermen from Ward One (1). They stated they had not heard any feedback from the residents and since letters were sent out, they were fine with it. Motion was made by Alderman Stewart and seconded by Alderman Buckley to approve the rezoning request for Robertson Estates. Motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggensees.

Discussion/Vote regarding preliminary plat for Robertson Estates.

The Board indicated their desire for a floodplain study to be completed before the final plat is approved. Alderman Snider asked how long that study would take and if the Board should wait to approve the preliminary until they see the study. Alderman Baird stated that those studies take time, and the wait can end up being costly to the developers so he is in favor of approving this to keep the project moving forward. The Director of Development stated that the final plat for the single house will be the next step. Motion was made by Alderman Buckley and seconded by Alderman Stewart to approve the preliminary plat for Robertson Estates. Motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggensees.

Discussion/Vote authorizing the Mayor to sign an agreement amendment with Olsson & Associates.

The Director of Development informed the Board that the City had received notice from the Department of Natural Resources (DNR) regarding the waste water grant. They informed Mr. Brown that it was nearing expiration and the City needed to request the money. He contacted Olsson & Associates informing them of this and they stated they would be requesting an amendment to the agreement to give them more time. Motion was made by Alderman Buckley and seconded by Alderman Roggensees to authorize the Mayor to sign the agreement amendment with Olsson & Associates. Motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggensees.

New Business.

The Community Services Director, J.C. Loveland, informed the Board that the City had gone out for bids for the Rec Center parking lot resurfacing and had only received one (1) bid by a company in Jefferson City, Mo. This bid came in \$2,200 over the budgeted amount for the project. Mr. Loveland asked the Board if the City should accept that bid, or if they should go out for bids again and try for more. The Board informed Mr. Loveland that they would be more inclined to go out for bids again and publicize it again. Alderman Roggensees suggested that the City put together bid packets to mail to local companies and then follow up with them. Mr. Loveland also spoke about the software used by the Parks Department that was brought up during the Audit Presentation. He informed the Board that he is currently researching software options and will be putting together a proposal with the 2017 budget. Currently, all registration and payment is done at the Rec center in person, and his desire is to incorporate a program that will allow registration and payments to be accepted online as it would be more convenient for the parents.

The City Administrator informed the Board that he had received a call from the acting Public Works Director Stacy Winters, who wanted to express his gratitude for the Public Works employees on the good work they have done during the recent rain the City received. His employees had prevented the lift stations from bypassing by working through the night. He also informed the Board that he had received a call from a citizen out near the Meadows West Lift Station. She is requesting something to be done soon as the current pumps are becoming a nuisance to her due to the amount of noise they produce.

The Chief Financial Officer read a letter from the Court Clerk Linda Murray regarding her work on the SB5 laws that have passed. She also asked the Board if they were in favor or passing an amendment on the 2015 budget to include the adjustments that have not been passed yet. The City Attorney stated that the amendment was not necessary as it was already so late into the year, but we should be sure to include it in future budget years. It was the opinion of the Board not to budget amendments to the 2015 budget and include such adjustments.

Unfinished Business.

The Director of Development Randy Brown informed the Board that at the June 13, 2016 BOA Meeting, the City would be discussing the Memorandum of Understanding involving Crighton. Every member of the Board was given a copy of the Memorandum and encouraged to look it over before the June meeting.

Close Open Session.

Motion was made by Alderman Roggensees and seconded by Alderman Buckley to close the open session of the Meeting. Motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggensees.

Open Executive Session.

Motion was made by Alderman Buckley and seconded by Alderman Snider to open the executive session of the Meeting. Motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggensees.

Close Executive Session.

Motion was made by Alderman Buckley and seconded by Alderman Roggensees to close the executive session of the Meeting. Motion carried with a vote of 6-0. Voting aye: Aldermen Buckley, Snider, Stewart, Whitman, Baird and Roggensees.

Adjourn.

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

The meeting was adjourned at 9:27 p.m.

Jennifer Rowe, City Clerk

Corey Hendrickson, Mayor of Willard

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

Department Head Reports.

- a. Parks Department
- b. Public Works
- c. Police Department
- d. Planning and Development

Parks and Recreation - Director's Report – June 13, 2016

Project Report

- **New Programs for 2016**
 - Dive-In Movie Nights @ THE WAC – Planning in Progress
 - Late Summer / Fall Concert in the Park – Planning in Progress
 - Other programs are in the planning stages
- **Father Daughter Ball**
 - 52 Participants
- **2016 Capital Improvements**
 - Jackson Park Pavilion Roof – Project Complete
 - Small Pavilion – Project Complete
 - Baseball Field Repairs – Project Completed
 - Baseball Dugouts – Project Completed
 - Baseball Bathrooms – Project Underway
 - GYM Floor Resurfacing – Project Completed
 - Pool Feature – Project Completed
 - Rec. Center Parking Lot – Project Out for Bid #2
- **Summer Baseball/Softball**
 - Resident: 195
 - Non-Resident: 153
- **Summer Adventure Camp**
 - Week #1: 117 Kids
 - Week #2: 99 Kids
 - Week #3: 92 Kids
 - Enrolment as of June 8 – 209 Kids

Upcoming Programs / Events

- **Youth Baseball / Softball:** May 31
- **Adult Basketball:** Week of June 27
- **Adult Volleyball:** Week of June 27
- **THE WAC Opening Day:** May 21
- **Summer Adventure Camp First Day:** May 23
- **Freedom Fest:** June 25

Other Information

- **Website – Visitors From 5/6/16 to 6/6/16**
 - www.willardparks.com – 2,181 unique visitors, 6,200 visitors
 - www.willardfreedomfest.com – 929 unique visitors, 2,243 visitors
 - www.willardaquatics.com – 1,394 unique visitors, 3,895 visitors
- **Facebook – 1631 likes as of 6/6/16**
 - <https://www.facebook.com/WillardParksAndRec>
- **Open Gym – Visitors From 4/19/16 to 6/6/16**
 - Individual Registrations: 117
 - Individual Sign-In: 463

Public Works Report

Water

- Power failure at Willard Well #2. Lightning strike caused fuses to blow. Repaired the next day. Well back online.
- Trevor Hoffman and Stacy Winters completed the DNR water class. Should have results of test in about 2 weeks.
- Started using leak detector equipment while flushing hydrants in the meadows.
- Still cataloging hydrants and valves in the meadows when time allows.
- Installed the Itron mobile data collector in the 2013 Ford F-150. Read approximately 850 meters in about 2 hours.

Sewer

- Still moving forward with the plans for the lift-station at the meadows.
- Due to heavy rains, D-lift station and Regional lift station had to be manned for four days at 24 hours a day. Would like to acknowledge Trevor Hoffman, Brooke King, Dustin Butler, and Kenny Herbert for an outstanding job of this. NO BYPASS and Regional had only one pump working.
- Brooke King has passed her wastewater D test and is now an operator.

Streets

- Repaired potholes along Miller Rd. and Hughes Rd.
- The ruts along Jackson St in front of Middle School and in front of Commerce bank have been repaired.
- Trying to keep up with mowing.

Willard Public Works Vehicle Maintenance April 2016

2013 Ford F-150 (#1)

*Total Maintenance Cost: \$

**YTD Maintenance Cost: \$726.70

2004 Chevrolet 3500 Diesel Dump Truck (#2)

*Total Maintenance Cost: \$

**YTD Maintenance Cost: \$1,103.58

2003 Chevrolet 3500-Sewer (#3)

*Total Maintenance Cost: \$

**YTD Maintenance Cost: \$410.25

1998 Dodge Ram 1500 Flatbed (#4)

*Total Maintenance Cost: \$

**YTD Maintenance Cost: \$1,936.84

2001 Chevrolet 1500 (#5)

*Total Maintenance Cost: \$

**YTD Maintenance Cost: \$1,659.59

2000 Chevrolet 2500 Flatbed (#6)

- Fuel Pump Assembly (\$196.44)
- Fuel Module Disconnect (\$8.99)
- Multi Relay Switch (\$13.80)

*Total Maintenance Cost: \$219.23

**YTD Maintenance Cost: \$239.22

1993 Ford 350-Water (#7)

*Total Maintenance Cost: \$

**YTD Maintenance Cost: \$810.03

2002 Dodge Dakota (#8)

*Total Maintenance Cost: \$

**YTD Maintenance Cost: \$530.77

1998 Chevrolet S-10

*Total Maintenance Cost: \$

**YTD Maintenance Cost: \$260.09

OshKosh Box Truck

*Total Maintenance Cost: \$

**YTD Maintenance Cost: \$97.77

2006 International Dump Truck

- Repair Elect. ESC2 Boot (\$1,452.97)

*Total Maintenance Cost: \$1,452.97

**YTD Maintenance Cost: \$1,594.70

2009 Case 580 Super M Backhoe

- Struts (\$285.15)

*Total Maintenance Cost: \$285.15

**YTD Maintenance Cost: \$326.38

2007 Case Skid Steer

*Total Maintenance Cost: \$

**YTD Maintenance Cost: \$40.74

2001 John Deere 5220 (Batwing)

*Total Maintenance Cost: \$

**YTD Maintenance Cost: \$315.27

2010 John Deere 6330 (Boom)

*Total Maintenance Cost: \$

**YTD Maintenance Cost: \$334.55

1977 Ford 3600 Tractor

*Total Maintenance Cost: \$

**YTD Maintenance Cost: \$8.93

2009 Case IH JX90

- Oil Filter (\$9.92)

*Total Maintenance Cost: \$9.92

**YTD Maintenance Cost: \$48.09

2013 John Deere 997 Mower

*Total Maintenance Cost: \$

**YTD Maintenance Cost: \$289.34

2015 Grasshopper

- Dipstick (\$23.10)
- Coupling, Block, Latch (\$63.48)

*Total Maintenance Cost: \$86.58

**YTD Maintenance Cost: \$86.58

2004 Kubota Mower

*Total Maintenance Cost: \$

**YTD Maintenance Cost: \$20.26

Grasshopper 928D x2

- Tires x2, Front Deck Idler (\$176.12)
- Bolts, Vent Plugs, Lock Nuts (\$27.61)

*Total Maintenance Cost: \$203.73

**YTD Maintenance Cost: \$226.19

2012 Kubota RTV1100

*Total Maintenance Cost: \$

**YTD Maintenance Cost: \$

Total Maintenance Cost For All Vehicles: \$2,257.58

YTD Maintenance Cost For All Vehicles: \$11,156.16

CURRENT VEHICLE MILEAGE (5/2/16)		
#1	2013 Ford F-150	28,255
#2	2004 Chevrolet 3500 Diesel Dump Truck	101,501
#3	2003 Chevrolet 3500 Diesel Sewer Truck	125,443
#4	1998 Dodge Ram 1500 Flatbed	123,434
#5	2001 Chevrolet 1500	79,913
#6	2000 Chevrolet 2500 Flatbed	
#7	1993 Ford F-350 Water Truck	83,760
#8	2002 Dodge Dakota	114,301
	1998 Chevrolet S-10	

**Willard Police Department
Monthly Report
May 2016**

Officer	Officer Statistics	Case #'s	Officer	Reserves	Case #'s	Hours
1601	Tom McClain, Chief	9	1640	Doug Thomas, Reserve	0	
1602	Shannon Shipley, Lt./Det.	37	1641	Brian Gordon, Reserve	0	
1603	Robert Bell, Cpl (FTO)	19	1642	JD Landon, Reserve	1	10
1604	Steve Purdy, Cpl./Investigator	28	1643	Davis Hughes, Reserve	0	
1605	Chris Higgins, Officer	33	1644			
1606	Aaron Roberts, Officer	56	1645	Brian Hinkle, Reserve	2	10
1607	Kyle Gramley, Officer	55	1646	Andy Hunt, Reserve	0	
1608	Andrew Stone, Officer	69		TOTAL HRS		
1609	Danny Wroolie, Officer	55				
1610	Scott Rowe, Officer (on FTO)	9				
1630	Clint Heimbach, SRO	1				
1631	Wyatt Sharp, SRO	0				
	TOTAL INCIDENTS				374	

INCIDENT STATISTICS

Felony	13
Misdemeanor	21
Infraction	139
Other (Services)	194
HBO (Handled By Officers)	252

VEHICLE MAINTENANCE

VEHICLE	ODOMETER READING	MONTHLY MILEAGE	SHIFTS USED	MILES PER SHIFT	MAINTENANCE COST	
					MONTH	YTD
WPD-01 2009 Dodge Charger	133,890	735	13	57	\$34.95	\$34.95
WPD-02 2013 Dodge Charger	50,823	1,070	29	37	\$95.09	\$1,890.07
WPD-03 2013 Dodge charger	59,383	2,058	33	62	\$0.00	\$723.99
WPD-04 2013 Dodge Charger	61,881	800	12	67	\$1,614.24	\$2,306.61
WPD-05 2008 Dodge Charger-	164,430	285	15	19	\$0.00	\$808.76
WPD-06 2013 Dodge Charger	54,707	1,568	32	49	\$0.00	\$999.36
WPD-08M 2008 Harley-Davidson Motorcycle	4,970	28	1	28	\$0.00	\$0.00

Vehicle Maintenance Details

WPD-01: Oil change/tire rotation (\$34.95)
WPD-02: Oil change/tire rotation (\$34.95) / keyless battery and antifreeze (\$60.14)
WPD-03:
WPD-05:
WPD-04: Tire repair (\$15.75) / Fuel pump assembly parts and labor (\$675.88) / Alternator unit (\$922.61)
WPD-06:

Planning and Development Report
June 9, 2016

Ongoing Projects:

Annexation of Rights of Ways – Staff has received the partially executed petitions for the two (2) sections of State Highway AB. WD151AB and WD1512AB. A Public Hearing was conducted by the City Attorney at the May 24th P/Z Meeting. Planning and Zoning Commissioners made a recommendation to the BOA to accept the petitions for both sections to be annexed.

Jackson Street Sidewalk Project: Staff and Olsson Engineer- Jane Earnhart opened sealed bids in City Hall, at 10:00am. on June 7th. The City received one (1) bid from Hunter Chase INC. for the amount of \$44,348.50. The City originally budgeted \$40,000 for the total cost. The City was awarded \$60,375.00 (obligated by MODOT) Federal Dollars for design and construction and of that amount was prepared to match \$12,075.00. Including engineering design +\$ 21,157.17 the total amount anticipated is \$65,745.67 or a \$5,370.67 shortfall. Staff will recommend to accept the Hunter Chase bid.

Glenn's Automotive – Staff has received word from the developer that they are still working with the owner and trying to work out another option for the owner.

Green Acres Subdivision –Owner Jack Minnick – The sanitary sewer line extension has been installed. Staff is awaiting word from the owner and engineer when the testing will be scheduled.

Robertson Subdivision- Staff has met with the engineer and the owner's representative to discuss and review the construction drawings for the public improvements. Staff is awaiting the final plat document for Phase 1.

Security renovation for City Hall – Sealed bids were opened by the architect here at City Hall on 5-27-16. Staff received three (3) bids. Staff will be recommending Hamby Construction for the amount of \$34,040.00.

Meadows West Lift Station Improvements – Sealed bids were opened by the Engineer on 5-18-16 here at City Hall. Three bids were submitted. On 6-8-16 a meeting with City staff, the engineer and the low bidder was held at City Hall to confirm the bid amount and related contract work.

Waste Water Facility Master Plan- A meeting with the Engineer representing the City of Willard and City of Springfield Staff was held in Springfield to discuss the long range sewer plans and to provide Springfield additional information concerning the closing of the Meadows Lagoon. June 27th the Engineer will be presenting the long range plan.

If you have questions concerning my report please contact me at City Hall.

Director of Development
Randy Brown

CITY OF WILLARD, MISSOURI

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



AGENDA ITEM # 9

Ordinance accepting the Annexation of WD1512AA. (1st and 2nd read) Discussion/Vote.

Sponsored by the Director of Development.

Missouri Department of Transportation

3025 East Kearney Street
P.O. Box 868
Springfield, Missouri 65801
417.895.7600
Fax: 417.895.7637
1.888.ASK MODOT (275.6636)

May 3, 2016

Mr. Randy Brown, Director of Development
City of Willard
224 W Jackson St.
P.O. Box 187
Willard, MO 65781

Re: WD1512AA
Annexation of Route AB (north)
City of Willard, Greene County

Dear Mr. Brown,

Please find enclosed two (2) partially executed copies of the petition for voluntary annexation of a portion of Route AB into the City of Willard. These petitions now need to be executed by the City. Please refer to Missouri Revised Statutes for additional guidance on voluntary annexation procedures.

Please be aware that the annexation will not affect the speed limit unless a speed study is requested and determines that a change in the speed limit is warranted.

Please return one (1) fully executed annexation petition along with the City's annexation ordinance to me once it has been passed by the Board of Aldermen. We will relocate the city limit signs and update our records after the final ordinance has been received.

If you have any questions, please contact me by e-mail at Andrew.Seiler@modot.mo.gov, or by telephone at (417) 895-7696.

Sincerely,



Andrew Seiler
Senior Transportation Planner

Enclosures: (2) Voluntary Annexation Petitions

Copy: File



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

www.modot.org

CCO Form: RW39
Approved: 11/05 (BDG)
Revised: 01/15 (AR)
Modified:

VOLUNTARY ANNEXATION PETITION

The City of Willard, Missouri, (hereinafter, "City") has requested that the Missouri Highways and Transportation Commission (hereinafter, "MHTC") file a petition requesting voluntary annexation into the City of certain public rights of way as indicated in the attached plan sheets. The undersigned on behalf of the City hereby verifies the following:

(1) The City has published a notice of annexation in a local newspaper of general circulation for public comment regarding the proposed annexation or if the City has no local newspaper, it has given public notice using whatever mechanism it typically uses to notify citizens of similar actions.

(2) The City has provided accurate information to MHTC regarding any and all public input received for the annexation, along with any and all input received from the County of Greene and any other incorporated municipality within a five-mile radius of the area to be annexed.

(3) The City has complied with all requirements set forth by MHTC and has provided all information requested by MHTC.

(4) The City has notified all property owners adjacent to the MHTC property to be annexed pursuant to this annexation petition of the proposed voluntary annexation.

(5) The Commission has provided the City with a legal description of the property. If the City desires or is required by statute to use a legal description different from that provided by the Commission, the City shall ensure that the alternate legal description prepared by the City shall correspond to the Commission's legal description and the City shall ensure that the City's description will not extend beyond the description provided by the Commission.

(6) To the extent allowed by law, the City will holds MHTC, Missouri Department of Transportation and its employees harmless from any lawsuits arising out of or relating to the City's failure to comply with all statutes pertaining to the annexation of the described property.

(7) The parties enter into this voluntary annexation petition with full understanding that MHTC, to the best of its knowledge and belief, has the

THIS PETITION REQUESTING VOLUNTARY ANNEXATION IS NOT A VALID PETITION UNTIL BOTH THE CITY AND MHTC'S REPRESENTATIVE HAVE EXECUTED THE PETITION.

In Witness Whereof, the parties have entered into this voluntary annexation petition on the date last written below:

Executed by the City this _____ day of _____, 20____.

Executed by MHTC this 3rd day of May, 2016.

CITY OF WILLARD

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

By: _____

By: Arden T. Mueller

Title: _____

Title: Assistant District Engineer

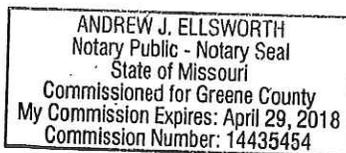
ACKNOWLEDGEMENT BY COMMISSION

STATE OF MISSOURI)
)
COUNTY OF GREENE) ss

On this 3RD day of MAY, 2016, before me appeared ANDREW T. MUELLER personally known to me, who being by me duly sworn, did say that he/she is the assistant district engineer of the Missouri Highways and Transportation Commission and that said instrument was signed in behalf of said Commission by authority of the Missouri Highways and Transportation Commission and said ANDREW MUELLER acknowledged said instrument to be the free act and deed of said Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Andrew J. Ellsworth
Notary Public



My Commission Expires: April 29, 2018

ACKNOWLEDGEMENT BY CITY

STATE OF MISSOURI)
)
COUNTY OF _____) ss

On this ____ day of _____, 20__, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ of the City of _____ and that the foregoing instrument was signed and sealed on behalf of the City of _____ and that he/she acknowledged said instrument to be the free act and deed of the City of _____ and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: _____

WD1512AA
Voluntary Annexation of State Highway Right of Way
City of Willard, Greene County
Route AB (North)

All that part of State Route AB, described as beginning at the existing south right of way line of US Highway 160, located in Section 26 Township 30 North Range 23 West, and continuing southerly for approximately 1.44 miles to the section line of Section 35 Township 30 North Range 23 West and Section 3 Township 29 North Range 23 West, except any part previously annexed into the City of Willard, all in Greene County.



AN ORDINANCE

AN ORDINANCE TO ANNEX RIGHT-OF-WAY PROPERTY CONTIGUOUS, COMPACT AND ADJACENT TO THE EXISTING CITY LIMITS OF THE CITY OF WILLARD, GREENE COUNTY, MISSOURI

WHEREAS, the Board of Aldermen of the City of Willard, Missouri determined after discussion and research as to the advisability, need and feasibility of the acquisition of land located in Greene County, Missouri; and,

WHEREAS, the City of Willard has petitioned the Missouri Department of Transportation for Annexation by verified petition; and,

WHEREAS, the City has determined after review that said property is contiguous to and adjacent to the city limits of the City of Willard; and,

WHEREAS, the subject property is more particularly described as follows:

ALL THAT PART OF STATE ROUTE AB, DESCRIBED AS BEGINNING AT THE EXISTING SOUTH RIGHT OF WAY LINE OF US HIGHWAY 160, LOCATED IN SECTION 26 TOWNSHIP 30 NORTH RANGE 23 WEST, AND CONTINUING SOUTHERLY FOR APPROXIMATELY 1.44 MILES TO THE SOUTHERN SECTION LINE OF SECTION 35 TOWNSHIP 30 NORTH RANGE 23 WEST, EXCEPT ANY PART PREVIOUSLY ANNEXED INTO THE CITY OF WILLARD, ALL IN GREENE COUNTY; and

WHEREAS, the Clerk of the City of Willard published Notice of the request for annexation in the Greene County Commonwealth, a newspaper of general circulation in the County of Greene, Missouri, authorized to publish such notices; and

WHEREAS, That the Clerk for the City of Willard included in said Notice that a Public Hearing would be held, which was open for comment by the general population of the City of Willard; and

WHEREAS, After the hearing as aforesaid, it was found that the annexation is reasonable and in the best interests of the City of Willard, Greene County, Missouri.

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

Section1: There being no written objection to this annexation by the requisite numbers of the Willard voting public, the annexation shall be complete.

Section 2: The City Clerk of the City of Willard is hereby ordered to cause three certified copies of this ordinance to be filed with the Greene County Clerk.

Section 3: All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed. This ordinance shall be in full force and effect from and after the date of its passage,

and entry by resolution of its adoption by the Board of Aldermen and its approval by the Mayor.

READ TWO TIMES AND PASSED AT A MEETING OF THE BAORD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE 13th DAY OF JUNE, 2016.

APPROVED BY:

Corey Hendrickson, Mayor

ATTEST:

Jennifer Rowe, City Clerk

APPROVED AS TO FORM:

City Attorney

MEMBERS OF THE BOARD OF ALDERMEN	YES	NO
_____ Jamie Buckley	_____	_____
_____ Samuel Snider	_____	_____
_____ Donna Stewart	_____	_____
_____ Larry Whitman	_____	_____
_____ Sam Baird	_____	_____
_____ David Roggensees	_____	_____

CITY OF WILLARD, MISSOURI

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



AGENDA ITEM # 10

Ordinance accepting the Annexation of WD1512AB. (1st and 2nd read) Discussion/Vote.

Sponsored by the Director of Development.

Missouri Department of Transportation

3025 East Kearney Street
P.O. Box 868
Springfield, Missouri 65801
417.895.7600
Fax: 417.895.7637
1.888.ASK MODOT (275.6636)

May 3, 2016

Mr. Randy Brown, Director of Development
City of Willard
224 W Jackson St.
P.O. Box 187
Willard, MO 65781

Re: WD1512AB
Annexation of Route AB (south)
City of Willard, Greene County

Dear Mr. Brown,

Please find enclosed two (2) partially executed copies of the petition for voluntary annexation of a portion of Route AB into the City of Willard. These petitions now need to be executed by the City. Please refer to Missouri Revised Statutes for additional guidance on voluntary annexation procedures.

Please be aware that the annexation will not affect the speed limit unless a speed study is requested and determines that a change in the speed limit is warranted.

Please return one (1) fully executed annexation petition along with the City's annexation ordinance to me once it has been passed by the Board of Aldermen. We will relocate the city limit signs and update our records after the final ordinance has been received.

If you have any questions, please contact me by e-mail at Andrew.Seiler@modot.mo.gov, or by telephone at (417) 895-7696.

Sincerely,



Andrew Seiler
Senior Transportation Planner

Enclosures: (2) Voluntary Annexation Petitions

Copy: File



CCO Form: RW39
Approved: 11/05 (BDG)
Revised: 01/15 (AR)
Modified:

VOLUNTARY ANNEXATION PETITION

The City of Willard, Missouri, (hereinafter, "City") has requested that the Missouri Highways and Transportation Commission (hereinafter, "MHTC") file a petition requesting voluntary annexation into the City of certain public rights of way as indicated in the attached plan sheets. The undersigned on behalf of the City hereby verifies the following:

(1) The City has published a notice of annexation in a local newspaper of general circulation for public comment regarding the proposed annexation or if the City has no local newspaper, it has given public notice using whatever mechanism it typically uses to notify citizens of similar actions.

(2) The City has provided accurate information to MHTC regarding any and all public input received for the annexation, along with any and all input received from the County of Greene and any other incorporated municipality within a five-mile radius of the area to be annexed.

(3) The City has complied with all requirements set forth by MHTC and has provided all information requested by MHTC.

(4) The City has notified all property owners adjacent to the MHTC property to be annexed pursuant to this annexation petition of the proposed voluntary annexation.

(5) The Commission has provided the City with a legal description of the property. If the City desires or is required by statute to use a legal description different from that provided by the Commission, the City shall ensure that the alternate legal description prepared by the City shall correspond to the Commission's legal description and the City shall ensure that the City's description will not extend beyond the description provided by the Commission.

(6) To the extent allowed by law, the City will hold MHTC, Missouri Department of Transportation and its employees harmless from any lawsuits arising out of or relating to the City's failure to comply with all statutes pertaining to the annexation of the described property.

(7) The parties enter into this voluntary annexation petition with full understanding that MHTC, to the best of its knowledge and belief, has the

authority to petition for voluntary annexation into the City. MHTC makes no representation that it has full fee simple title to the right of way which is the subject of this voluntary annexation. In the event this annexation is rendered null and void based upon a determination that MHTC did not have the authority to petition for voluntary annexation, MHTC will not be responsible for any damages, costs or other expenses incurred by the City in connection with this Agreement.

(8) That the undersigned on behalf of the City of Willard has the authority to execute the terms and conditions contained in this voluntary annexation petition and bind the City to those terms and conditions.

(9) That the event the voluntary annexation is approved by the City and the city limits are extended to include the rights of way described in this voluntary annexation petition, the City shall provide MHTC's undersigned representative with a copy of the final ordinance adopted by the City extending the City's boundary to include the herein described right of way.

Therefore, the undersigned, according to his or her best knowledge, information, and belief, on behalf of the MHTC alleges:

(1) MHTC holds a property interest in the following described tract of land.

All that part of State Route AB, described as beginning at the northern section line of Section 3 Township 29 North Range 23 West, and continuing southerly for approximately 2.68 miles through Sections 3 and 10 Township 29 North Range 23 West to a point two hundred feet (200') south of the intersection of State Route AB and State Route EE, located in Section 10 Township 29 North Range 23 West, except any part previously annexed into the City of Willard, all in Greene County.

(2) By execution of this petition, the MHTC requests that the above-described right of way be annexed to, and be included within the corporate limits of the City of Willard, Missouri, as authorized by the provisions of Chapter 71 of the Revised Statutes of Missouri.

(3) That, based upon information provided by the City, that the area to be annexed is not now a part of any incorporated municipality.

(4) That, based upon information provided by the City, that the area to be annexed is compact and contiguous to the existing corporate limits of the City of Willard.

(5) That the undersigned petitioner is authorized to execute this voluntary annexation petition on behalf of MHTC so that the described right of way can be included within the corporate limits of the City of Willard.

(6) That MHTC authorizes the governing body of the City of Willard to cause the required notice to be published, to conduct a public hearing as required by law and to thereafter adopt as ordinance extending the limits of the City of Willard to include the above-described right of way.

[Remainder of page intentionally left blank; Signatures appear on following page]

THIS PETITION REQUESTING VOLUNTARY ANNEXATION IS NOT A VALID PETITION UNTIL BOTH THE CITY AND MHTC'S REPRESENTATIVE HAVE EXECUTED THE PETITION.

In Witness Whereof, the parties have entered into this voluntary annexation petition on the date last written below:

Executed by the City this _____ day of _____, 20____.

Executed by MHTC this 3rd day of May, 2016.

CITY OF WILLARD

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

By: _____

By: Andrew Muelle

Title: _____

Title: Assistant District Engineer

ACKNOWLEDGEMENT BY COMMISSION

STATE OF MISSOURI)
)
COUNTY OF GREENE) ss

On this 3RD day of MAY, 2016, before me appeared ANDREW T. MUELLER personally known to me, who being by me duly sworn, did say that he/she is the assistant district engineer of the Missouri Highways and Transportation Commission and that said instrument was signed in behalf of said Commission by authority of the Missouri Highways and Transportation Commission and said ANDREW T. MUELLER acknowledged said instrument to be the free act and deed of said Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Andrew J. Ellsworth
Notary Public

ANDREW J. ELLSWORTH
Notary Public - Notary Seal
State of Missouri
Commissioned for Greene County
My Commission Expires: April 29, 2018
Commission Number: 14435454

My Commission Expires: APRIL 29, 2018

ACKNOWLEDGEMENT BY CITY

STATE OF MISSOURI)
)
COUNTY OF _____) ss

On this ____ day of _____, 20__, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ of the City of _____ and that the foregoing instrument was signed and sealed on behalf of the City of _____ and that he/she acknowledged said instrument to be the free act and deed of the City of _____ and that it was executed for the consideration stated therein and no other.

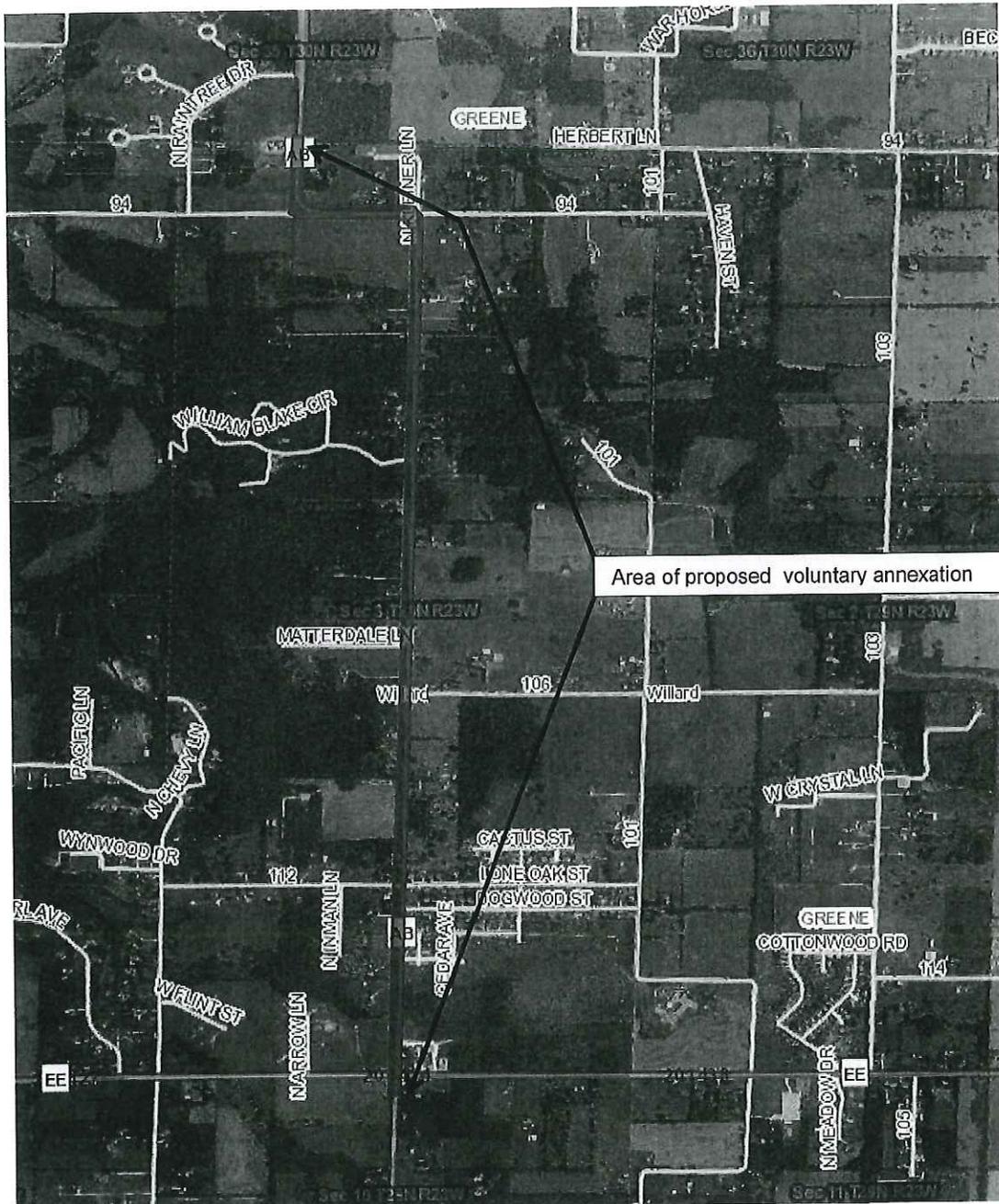
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: _____

WD1512AB
Voluntary Annexation of State Highway Right of Way
City of Willard, Greene County
Route AB (South)

All that part of State Route AB, described as beginning at the section line of Section 35 Township 30 North Range 23 West and Section 3 Township 29 North Range 23 West, and continuing southerly for approximately 2.68 miles through Sections 3 and 10 Township 29 North Range 23 West to a point two hundred feet (200') south of the intersection of State Route AB and State Route EE, located in Section 10 Township 29 North Range 23 West, except any part previously annexed into the City of Willard, all in Greene County.



AN ORDINANCE

AN ORDINANCE TO ANNEX RIGHT-OF-WAY PROPERTY CONTIGUOUS, COMPACT AND ADJACENT TO THE EXISTING CITY LIMITS OF THE CITY OF WILLARD, GREENE COUNTY, MISSOURI

WHEREAS, the Board of Aldermen of the City of Willard, Missouri determined after discussion and research as to the advisability, need and feasibility of the acquisition of land located in Greene County, Missouri; and,

WHEREAS, the City of Willard has petitioned the Missouri Department of Transportation (MODOT) for Annexation by verified petition; and,

WHEREAS, the City has determined after review that said property is contiguous to and adjacent to the city limits of the City of Willard; and,

WHEREAS, the subject property is more particularly described as follows:

ALL THAT PART OF STATE ROUTE AB, DESCRIBED AS BEGINNING AT THE NORTHERN SECTION LINE OF SECTION 3 TOWNSHIP 29 NORTH RANGE 23 WEST, AND CONTINUING SOUTHERLY FOR APPROXIMATELY 2.68 MILES THROUGH SECTIONS 3 AND 10 TOWNSHIP 29 NORTH RANGE 23 WEST TO A POINT TWO HUNDRED FEET (200') SOUTH OF INTERSECTION OF STATE ROUTE AB AND STATE ROUTE EE, LOCATED IN SECTION 10 TOWNSHIP 29 NORTH RANGE 23 WEST, EXCEPT ANY PART PREVIOUSLY ANNEXED INTO THE CITY OF WILLARD, ALL IN GREENE COUNTY; and

WHEREAS, the Clerk of the City of Willard published Notice of the request for annexation in the Greene County Commonwealth, a newspaper of general circulation in the County of Greene, Missouri, authorized to publish such notices; and

WHEREAS, That the Clerk for the City of Willard included in said Notice that a Public Hearing would be held, which was open for comment by the general population of the City of Willard; and

WHEREAS, After the hearing as aforesaid, it was found that the annexation is reasonable and in the best interests of the City of Willard, Greene County, Missouri.

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

Section1: There being no written objection to this annexation by the requisite numbers of the Willard voting public, the annexation shall be complete.

Section 2: The City Clerk of the City of Willard is hereby ordered to cause three certified copies of this ordinance to be filed with the Greene County Clerk.

Section 3: All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed. This ordinance shall be in full force and effect from and after the date of its passage, and entry by resolution of its adoption by the Board of Aldermen and its approval by the Mayor.

READ TWO TIMES AND PASSED AT A MEETING OF THE BAORD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE 13th DAY OF JUNE, 2016.

APPROVED BY:

Corey Hendrickson, Mayor

ATTEST:

Jennifer Rowe, City Clerk

APPROVED AS TO FORM:

City Attorney

MEMBERS OF THE BOARD OF ALDERMEN

YES

NO

Jamie Buckley

Samuel Snider

Donna Stewart

Larry Whitman

Sam Baird

David Roggensees



AGENDA ITEM # 11

**Ordinance accepting the rezoning request for Robertson
Estates. (2nd read) Discussion/Vote.**

Sponsored by the Director of Development.

Background Report for the Re-Zoning of
Robertson Subdivision

Date: May 18, 2016

Location : The property is located on the west side of Farmer Road, south of Willey Street and north of the Willard School bus barn property.

Applicant : Matt Kelly, Tyler Robertson

Tract size: Total: 19.87 Acres

Lots #1 - #7- 1.94 acres

Lot #9 – 1.00 acre

Lot #8 – 16.93

Existing Zoning: R-1

Proposed Zoning: Lots #1- #7 – R-2

Lot #9 - R-1

Lot#8 – R-3

Surrounding Land Uses: North – R-1 - Residential

South – R-1 – Willard Schools

East - R-1 – Residential , Willard Methodist Church

West – R-1 – Residential, vacant undeveloped

History : This tract was recently purchased by the applicant's from Mr. David Snider. It is the developer's intent to further subdivide this tract, splitting the existing house and outbuilding, shown as (lot 9) into a one acre parcel. This would be Phase #1. Phase #2 would be the infrastructure and improvements for the development of lots #1- #7 into duplex buildings. Phase #3 would be the development of the remaining 16.93 acres into some type of multi-family plan , yet to be determined.

Comprehensive Plan: The Willard Comprehensive Plan shows this tract to be suitable for R-1 development.

Staff Comments: Staff would recommend that the R-2 zoning request be approved and that the R-3 zoning request be tabled pending further site plan/ development plan information from the owner/developer.

If you have questions or comments concerning this project feel free to contact me at City Hall.

Randy Brown
Director of Development

First Reading: _____

Second Reading: _____

Council Bill No.:

Ordinance No.:

AN ORDINANCE

AMENDING Willard Land Use Regulations, Section 400.380A, City of Willard Zoning Map, by rezoning parcel #880726201088, as shown in the records of the Greene County Assessor's office, known locally as Farmer Rd. Willard, MO.

WHEREAS, an application has been filed for a zoning change of the following described tract of land from R-1 Single Family Residential District to a R-2, One and Two Family Zoning District; and

WHEREAS, following proper notice; a public hearing was held before the Planning and Zoning Commission, a copy of the record of proceedings from said public hearing being attached hereto as Exhibit "A", and said Commission made its recommendation; and

WHEREAS, proper notice was given of a public hearing before the Board of Aldermen and that said hearing was held in accordance with the law.

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 property herein described as:

Tract 1: Commencing at the northeast corner of the northeast quarter of the northwest quarter of said section 26; thence S01*37'38"W along the east line of the northeast quarter of the northwest quarter, 172.69 feet; thence N87*26'13"W, leaving said east line, 32.46 feet to an existing 5/8" rebar capped LS 2001020272-D for the point of beginning; thence S02*20'21"W, 560.0 Feet; thence N87*26'13"W 150.89 Feet; thence N02*18'05"E, 560.01 feet to an existing 5/8" rebar capped LS 2001020272-D; thence S87*26'13"E, 151.26 to the point of beginning, containing 1.94 acres more or less. Subject to all easements and restrictions of record.

be, and the same hereby is, rezoned from a R-1 Single Family Residential District or such zoning district as is designated on the Official Zoning Map adopted by the Board of Aldermen to a R-2, One and Two Family Home District; and the Willard Land Use Regulations, Section 400.380A thereof, Zoning Map, Is hereby amended, changed and modified accordingly.

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, 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 _____, 2016.

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

SAM BAIRD

DAVID ROGGENSEES

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAINED

JAMIE BUCKLEY

SAMUEL SNIDER

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

DAVID ROGGENSEES

CITY OF WILLARD, MISSOURI

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



AGENDA ITEM # 12

Discussion/Vote authorizing the Mayor to sign the Memorandum of Understanding for Grand Prairie LLC.

Sponsored by the Director of Development.

MEMORANDUM OF UNDERSTANDING

- 1) Grand Prairie LLC will convey title (or easement) to the City of Willard for the expansion of the sewage lift station located on the northwest corner of lot twenty-one (21).
- 2) Grand Prairie LLC will convey an easement twenty-five (25) feet wide along the east and north boundary lines of lot twenty-one (21) extending from the new temporary entrance that will be installed by the City of Willard in a location agreed by Grand Prairie LLC and the City of Willard approximately across AB Highway from Spruce Street and agrees to provide Empire Electric an easement within the above mentioned twenty-five (25) easement for installation and maintenance of underground electrical service.
- 3) The new entrance will be a twenty-four (24) foot temporary entrance installed by the City of Willard. The City of Willard will at its cost prepare and submit all applications required by the MoDOT for the temporary entrance and it will purchase and install the pipe and gravel necessary for the temporary entrance. Both parties agree that at such time as Grand Prairie LLC or its successor submits a commercial development application and plan to the City of Willard the City will at its cost prepare and submit all applications required by the MoDOT for the construction of a permanent forty (40) foot commercial entrance located between the temporary entrance and the intersection of Highways AB and EE. The City of Willard agrees to use its best efforts to cause MoDOT to issue a permit for the forty (40) foot permanent entrance as close as possible to the intersection of Highways AB and EE. The City of Willard will at its cost purchase all materials for and install the approach and permanent entrance. At that time Grand Prairie LLC or its successor(s) shall grant a twenty-five (25) foot wide easement extending from the south end of the easement described in paragraph two (2) to the permanent entrance.
- 4) The City of Willard will take all steps necessary to encourage the Board of Aldermen to annex all of lot twenty-one (21) and the twenty (20) acre parcel owned by Grand Prairie LLC located on the southwest corner of the intersection of Highways AB and EE to be annexed into the City of Willard and zoned for commercial development.
- 5) The City of Willard will expand and enlarge the sewage lift station on lot twenty-one (21). The City of Willard will, at the time of expansion, install the hardware for a connection into the feeder line or lift station, so that at such time as the City of Willard is allowed by the Environmental Protection Agency, City of Springfield, Missouri or other state or federal agency to connect additional customers to its sewage treatment system, it will connect the sewer lines constructed at Grand Prairie LLC's expense from lot twenty-one (21) and the twenty (20) acres located on the southwest corner of

CITY OF WILLARD, MISSOURI

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



AGENDA ITEM # 13

Discussion/Vote on received bids for the Meadows West Lift Station.

Sponsored by the Director of Development.

Engineer's Estimate of Probable Construction Cost
The Meadows West Lift Station Replacement
Willard, Greene County, Missouri
WR #15-009
February 17, 2016

WHITE RIVER
ENGINEERING
INC
 600 W. College Street, Suite 104 • Springfield, Missouri 65806
 (417) 862-3355 • Fax: (417) 862-7711 • www.whiterivereng.com
 Missouri State Certificate of Authority No. 2004012957

Item	Unit	Quantity	Unit Price	Extended Price
Mobilization, Bonds & Insurance	LS	1	\$3,670.00	\$3,670.00
Traffic Control	LS	1	\$1,500.00	\$1,500.00
Demolition & Removals	LS	1	\$5,000.00	\$5,000.00
Construction Surveying & Staking	LS	1	\$1,500.00	\$1,500.00
Erosion & Sediment Control	LS	1	\$2,500.00	\$2,500.00
Wastewater Bypass Pumping/Hauling During Construction	LS	1	\$5,000.00	\$5,000.00
Earthwork (Excavation, Backfilling & Grading)	LS	1	\$12,000.00	\$12,000.00
Precast Concrete Structures (Wetwell & Valve Vault)	LS	1	\$5,000.00	\$5,000.00
10" SDR35 PVC Sewer	LF	20	\$75.00	\$1,500.00
6" Ductile Iron Lift Station Piping, Fittings & Valves	LS	1	\$20,000.00	\$20,000.00
6" SDR21 PVC Force Main	LF	24	\$50.00	\$1,200.00
6" Gate Valve w/Valve Box	EA	1	\$3,500.00	\$3,500.00
6" 45° Bend w/Thrust Block	EA	2	\$800.00	\$1,600.00
Convert Existing Wetwell to Manhole	LS	1	\$3,500.00	\$3,500.00
Access Road Aggregate Surfacing & Woven Separation/Stabilization Geotextile	SY	904	\$30.00	\$27,120.00
MODOT Type 1 Entrance w/Aggregate Surfacing & Woven Separation/Stabilization Geotextile	LS	1	\$1,500.00	\$1,500.00
15" Class IV RCP	LF	38	\$50.00	\$1,900.00
Site Security Fence w/14' Double Gate	LF	282	\$35.00	\$9,870.00
Submersible Sewage Pumps, Accessories & Control Panel	LS	1	\$67,500.00	\$67,500.00
Standby Power Generator & Automatic Transfer Switch	LS	1	\$48,000.00	\$48,000.00
Wireless Alarm System	LS	1	\$2,500.00	\$2,500.00
Site Electrical Work Including Rack, Equipment, Conduit, Wire, Grounding, Etc.	LS	1	\$15,000.00	\$15,000.00
Transformer Pad	LS	1	\$1,500.00	\$1,500.00
Final Cleanup, Topsoil, Seeding, Fertilizer, & Mulch	AC	1	\$6,000.00	\$6,000.00

TOTAL ESTIMATED CONSTRUCTION COST = \$248,360.00
 CONTINGENCY @ 3% = \$7,440.00
 ENGINEERING DESIGN = \$14,000.00
 ENGINEERING DURING CONSTRUCTION = \$3,500.00
 CONSTRUCTION INSPECTION = \$1,500.00
TOTAL ESTIMATED PROJECT COST = \$269,800.00



Bid Tabulation
The Meadows Sewage Lift Station Replacement
Willard, Missouri
Wednesday, May 18, 2016

BASE BID					
Item No.	Item Description	Whisler Construction, Inc. 6689 N Rarm Road 91 Willard, MO 65781	Hamilton & Dad, Inc. 12390 W Faith Ln. Republic, MO 65738	G&G Construction, Inc. P.O. Box 863 Carthage, MO 64836	Engineer's Estimate
1	Duplex wastewater pumping station, submersible type, including all materials, equipment, labor, site work, piping, electrical work, etc., for a complete installation, per lump sum.	\$177,446.00	\$199,718.00	\$207,916.00	\$163,370.00
ALTERNATES					
ALT. No. 1	Provide packaged engine generator system as depicted by applicable details labeled "Alternate No. 1" on Plan Sheet Nos. 2 & 4. Refer to Section 16620 for product and execution requirements for the packaged engine generator system and other Division 16 Sections for product and execution requirements for related electrical work, per lump sum.	\$26,328.00	\$40,083.00	\$30,187.00	\$48,000.00
ALT. No. 2	Provide new access road from State Highway AB as depicted by applicable details labeled "Alternate No. 2" on Plan Sheet No. 2. Refer to applicable Division 2 Sections for related earthwork requirements, per lump sum.	\$20,677.00	\$12,784.00	\$34,923.00	\$27,120.00
ALT. No. 3	Provide chain link security fence around lift station site as depicted by applicable details labeled "Alternate No. 3" on Plan Sheet Nos. 2 & 5. Refer to Section 02831 for product and execution requirements for chain link fencing and other Division 2 Sections for related site work, per lump sum.	\$6,508.00	\$5,650.00	\$8,349.00	\$9,870.00
TOTAL BID PRICE INCLUDING ALTERNATES		\$230,959.00	\$258,235.00	\$281,375.00	\$248,360.00



*Pumps - 8 units -
control panels*

1161 SE Hamblen Road
Lee's Summit, MO 64081
Tel#: 816-525-3320
800-366-7867
Fax#: 816-525-5881

To: **City of Willard**

Date: **April 14, 2016**

From: **Andrew Voth**

Subject: **Meadows West Lift Station
Willard, MO**

We are pleased to provide the following proposal for equipment for the retrofit of your existing Smith and Loveless lift station.

Lift Station Equipment

<u>Qty</u>	<u>Description</u>
2	Flygt NP3153 Submersible Pump, 463 Impeller, 15hp, 460V, 3 Phase, 50' Length Power Cable <i>365gpm @ 85'hd.</i>
2	4" Discharge Elbow
2	2" Upper Guide Rail Bracket, 304SS
4	Guide Rail, 2", 304SS, 20' Lengths
2	Lift Chain Assy
2	Kellems Cord Grip
2	Anchor Bolt Kit
1	Cable Holder
1	Control Panel to Include the Following: <ul style="list-style-type: none"> - NEMA 4X Stainless Enclosure - Square D Starters - HOA - Alarm Light and Horn - Motor and Control Circuit Breakers - Level Float Relays - Run Lights - Elapsed Run Time Meters - Pump Sensor Monitoring
4	Float Switches
1	Mission Cellular RTU

Freight to Jobsite
Equipment Startup

Price = \$37,350

Access Hatches

Qty(1) 36" x 36" Aluminum Access Hatch

Qty(1) 36" x 54" Aluminum Access Hatch

Price = \$1,950



1161 SE Hamblen Road
Lee's Summit, MO 64081
Tel#: 816-525-3320
800-366-7867
Fax#: 816-525-5881

Standby Generator

Qty(1) 40kW Standby Diesel Generator, 480V, 3 Phase

- Digital Control Panel with Microprocessor Based Controls
- Circuit Breaker
- Battery Charger
- 1500W Block Heater
- 140Gal Fuel Tank / 24Hour Run Time
- Level 1 Weather Enclosure

Qty(1) 100Amp Automatic Transfer Switch

Freight to Jobsite Included
Startup & Training

Price = \$25,780

Thank you,

Andrew Voth

Andrew Voth
Applications Engineer
JCI Industries, Inc.



SALES AGREEMENT

Smith & Loveless, Inc.
14040 Santa Fe Trail Drive
Lenexa, Kansas 66215
913/888-5201

Name and Address:

Quotation Date: 3/16/2016
Inquiry Number: Tabb1264
Engineer:
Job Location: Willard, MO

Smith & Loveless, Inc., having an office at 14040 Santa Fe Trail Drive, Lenexa, Kansas 66215 (hereinafter referred to as "Seller"), hereby agrees to sell to the buyer designated below (hereinafter referred to as "Buyer"), the following equipment subject to all of the provisions set forth in this Sales Agreement. *The Sales Representative is not an agent or employee of Seller and is not authorized to enter into any agreement on Seller's behalf or bind Seller in any way.*

Replace 16-1286 Lift Station:

- ONE Smith & Loveless Factory-Built **EVERLAST™** 1000 series pumping station complete with fiberglass housing and structural steel base suitable for installation on top of a 6'-0" inside diameter wet well opening. The principal items of equipment include two vertical, close-coupled, vacuum-primed, 4", 4B3X*1 Smith & Loveless non-clog pumps, each capable of delivering 275 GPM at 97' TDH with a maximum static suction lift of 13.5', and each driven by 25 HP, 1760 RPM, 3 phase, 60 cycle, 460 volt motor; valves, 4" internal piping; central control panel with circuit breakers; motor starters and automatic pumping level controls; heater; priming pumps; ventilator, and all internal wiring.

Standard Equipment Included:

NEMA 1 station extended control panel
Relay logic float switch level controls
High water alarm
Automatic alternator
Vacuum priming system with **SONIC START®**
Prime mode selector – Constant or On-Demand
Control circuit breakers
Duplex GFI convenience receptacle
Ventilating fan and heater with thermostats
Individual running time meters
Pump failure/prime failure via common alarm relay
Removable float switch access coverplate
Discharge pressure gauges
Multi-color **VERSAPOX®** coating w/poly

Optional Equipment Items Included:

RAPIDJACK™ check valves
3 KVA transformer
120 volt alarm light
Auxiliary Heater
DuroLast Stainless Steel Baseplate
Insulated Hood
UL Labeled Panel
Remote Contacts
4" Bypass Connection

Specifically Excluded Items:

Precast concrete wet well
Concrete manhole sections, access hatches, and manhole covers
Unloading, hauling from nearest unloading area and storage
Excavation, backfilling, grading and all field labor
Concrete, concrete work, grout or grouting
Concrete embedded items
Piping connections or any piping outside the pump station
Electrical wiring and conduit outside the pump station
Unpacking and installation of accessory items, including touch-up painting
PLC Program Copy (if applicable)

Smith & Loveless, Inc. will provide one electronic copy of the O&M on CD in PDF format and four hard copies of the O&M. Additional copies can be provided for \$50 per copy.

PRICE, SUBMITTAL DATA & DELIVERY:

\$ \$71,000 Base Price

F.O.B. factory plus any taxes, which may apply. Truck/Rail freight allowed to the job site, rail siding or nearest unloading area-unloading to be by Buyer. Due to the spike in gas prices, which is beyond the control of Smith & Loveless at the time of our quotation/bid, a fuel surcharge may need to be assessed at time of shipment.

One day supervision of initial operation over one trip is included. If additional days are required, Seller will furnish a factory-trained supervisor for \$850 per day including travel time plus actual travel expenses.

With continuing approval of the Smith & Loveless Credit Department, payments terms are 100% Net 30 days from date of shipment, or at time of start-up, whichever occurs first.

Seller to send Submittal Data for approval 3-4 weeks after receipt of complete details at Seller's factory.

Manufacturing completion is estimated 9-10 weeks after receipt in Seller's office of approved Submittal Data and/or after all notations or comments have been clarified, approved and inserted into the manufacturing documents by the Seller. Variations in the time Submittal Data is returned to Seller and/or Submittal Data marked approved but which contain contingencies or variations may impact the completion time of the equipment.

ADDITIONAL TERMS AND CONDITIONS

1. **GENERAL A.** Buyer's execution of this Agreement constitutes Buyer's offer to purchase, on the terms and conditions set forth herein, the equipment described in this agreement, and such offer is irrevocable for thirty (30) days after Buyer executes and delivers to Seller this Agreement together with all necessary engineering data and information. Prices are firm for sixty (60) days after the bid date provided a firm order is received at the factory within that time period and provided approved Submittal Data is received at the factory within forty-five (45) days from the date submittals are forwarded from the factory. In the event firm orders and Submittal Data are not received by Seller within the times set forth above, then price and delivery estimates may change due to changes in the costs of material and labor and/or factory capacity at the time when the firm

Smith Lovelace Replacement Pump Option

Manufactures Pumps and Control Panel -	\$71,000.00
Generator -	\$30,000.00
Electric -	\$15,000.00
Road -	\$20,000.00
Alarm -	\$2,500.00
Fence -	\$5,650.00
Permits -	\$1,000.00
Piping -	\$10,000.00
Labor -	\$40,000.00
TOTAL -	\$ 195,150.00

CITY OF WILLARD, MISSOURI

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



AGENDA ITEM # 14

Ordinance amending Section 710.460: Basis for computing residential bills. (1st and 2nd Read) Discussion/Vote

Sponsored by the City Administrator.

First Reading: 06/13/16

Second Reading: 06/13/16

Council Bill No.: 16-14

Ordinance No.: 160613C

AN ORDINANCE

AN ORDINANCE APPROVING THE AMENDMENTS TO THE CITY OF WILLARD MUNICIPAL CODE BOOK; CHAPTER 710. BASIS FOR COMPUTING RESIDENTIAL BILLS, AND DECLARING IT AN EMERGENCY.

WHEREAS, there is a need to update Willard Section No. 710.460 to establish a basis for proper billing for wastewater charges; and

WHEREAS, the basis for billing wastewater in the City of Willard is calculated on the national averages of usage; and

WHEREAS, there is a need to update Section 710.460 to reflect proper national numbers in order to have accurate wastewater billing; and

WHEREAS, the Board of Aldermen of the City of Willard, Missouri, has considered its amendment to the Willard Municipal Code Book.

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 approve and adopt the changes to Section 710.460 of the Willard Municipal code dealing with wastewater billing as set forth on the attached Exhibit "1".

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

READ TWO TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE 13th DAY OF JUNE, 2016.

APPROVED BY:

MAYOR

ATTEST: _____, City Clerk

Approved as to form: _____, City Attorney

Council Bill No.: 16-14

Ordinance No.: 160613C

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

JAMIE BUCKLEY

LARRY WHITMAN

SAMUEL SNIDER

DONNA STEWART

SAM BAIRD

DAVID ROGGENSEES

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

JAMIE BUCKLEY

LARRY WHITMAN

SAMUEL SNIDER

DONNA STEWART

SAM BAIRD

DAVID ROGGENSEES

SECTION 710.460 Basis for computing residential bills.

A. Residential billing for wastewater charges shall be determined as follows:

1. The rates and charges established by this Chapter shall be applied to the water consumption billed after this Chapter shall have been placed in effect, except as otherwise provided by this Chapter. In order that there be the least wastewater service charge to residential water consumers for water used to maintain lawns, gardens, flowers, shrubs, trees, etc., water usage shall be derived from water consumption recorded in periods when such activities are reduced.
2. If wastewater service bills are rendered monthly, the basis for the bill for wastewater service for residences shall be computed from the average of the monthly water consumptions recorded during the period beginning January first (1st) and extending through the following March thirty-first (31st) of the year preceding the establishment of the basis for the charge or from the average of the consumptions for any such months during which water was used, except as otherwise provided. The basis so established shall first be used in rendering wastewater service bills beginning in the month of April following the establishment of the basis for the charge and shall be the basis used until the following April. A new basis for wastewater service bills shall be established monthly.

In cases where a residence first becomes subject, after the meter reading date in March, to the wastewater service charges established herein and no water meter readings were taken before such date, the owner or occupant of such residence shall be billed the National Average per person, which is One Thousand Five Hundred (1,500) gallons per adult and one thousand (1,000) gallons per child, until a new average can be assessed between January first (1st) and March thirty-first (31st) of the year preceding the establishment of the account.

In cases where the customer has requested the meter be temporarily turned off during the time of establishing the basis for wastewater service, the wastewater charge shall be based on the National Average of One Thousand Five Hundred (1,500) gallons per adult and one thousand (1,000) gallons per child, until a new average can be assessed between January first (1st) and March thirty-first (31st) of the year proceeding the establishment of the account.

In the event that a residence is vacated after the establishment of the basis for wastewater service charges, and the owner has notified the City of the vacancy, the wastewater service charge for any subsequent occupancy shall then be calculated based on the National Average of One Thousand Five Hundred (1,500) gallons per adult and one thousand (1,000) gallons per child, until a new average can be

assessed between January first (1st) and March thirty-first (31st) of the year proceeding the establishment of the account.

Averages resulting in fractions of one thousand (1,000) gallons shall be raised to the next whole number of one thousand (1,000) gallons in computing average monthly water consumption or averages of monthly water consumptions.

3. In the event that the basis of wastewater service charges for a residence is established by agreement between the City and the user, the agreement shall be reviewed annually by the City and may be so reviewed at such other times as the City, in its discretion, may require or permit.
4. Nothing contained in this Section shall prevent the City, the owner or occupant of any residential premises from electing to be charged for wastewater services on the basis of actual water consumption as determined by monthly meter readings, if such owner or occupant makes application in writing to pay on the basis and agrees to pay on such basis for at least one (1) year from the date of the next billing following the date of application.

CITY OF WILLARD, MISSOURI

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



AGENDA ITEM # 15

Discussion/Vote on received bids for the Main Street and Jackson Sidewalk Project.

Sponsored by the Director of Development.

Randy Brown

From: Jane Earnhart [jearnhart@olssonassociates.com]
Sent: Tuesday, June 07, 2016 5:06 PM
To: develop@cityofwillard.org
Subject: Willard Downtown Sidewalk Project - Bid Tabulation
Attachments: FY15TIPAdminMod3Packet.pdf; Bid Tab Form Willard Sidewalks - OA.pdf

Randy and Natasha - Below is a summary of the funding and the costs.

The total funding for engineering and construction is \$60,375 (document is attached)

The Federal funding is \$48,300

The Local funding is \$12,075

The Engineering Fee is \$21,157.17

The Construction Bid is \$44,588.50 (document is attached)

TOTAL = \$65,745.67

Shortfall of \$5,370.67

Please feel free to call to discuss.

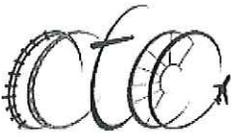
Thank you,

Jane Earnhart, PLA | Land Development | Olsson Associates
550 Saint Louis Street | Springfield, MO 65806 | jearnhart@olssonassociates.com TEL 417-890-8802 | DIR 417-885-1716 | FAX 417-890-8805

OLSSON ASSOCIATES
550 E. St. Louis Street, Springfield, MO (417) 890-8802 FAX (417) 890-8805

BIDS RECEIVED: June 7, 2016 @ 10:00 a.m. CST
FOR: City of Willard, Missouri
NAME: Willard Sidewalk Improvements STP-5944(802)
PN: 015-1101-110-110001
BIDS TABULATED BY: CCB
BIDS CHECKED BY: JKE

NAME OF BIDDER				Hunter Chase	
ADDRESS OF BIDDER				1200 E. Woodhurst, Ste J200 Springfield, MO 65084	
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
	BID SECURITY - 5%			Yes	
	ADDENDUM NO. 1 ACKNOWLEDGED			Yes	
	ADDENDUM NO. 2 ACKNOWLEDGED			Yes	
	E-Verify			Yes	
	SCHEDULE A - GENERAL				
A 1	Mobilization	1	ls	\$4,000.00	\$4,000.00
A 2	Gravel Filter Bag Outlet Protection	1	ea	\$60.00	\$60.00
A 3	Compost Filter Sock	20	lf	\$10.00	\$200.00
A 4	Traffic Control - Channelizer	24	ea	\$8.00	\$192.00
A 5	Traffic Control - Shoulder Work Ahead Sign 36"x36" - 2 Total (W21-7)	18	sf	\$9.00	\$162.00
A 6	Traffic Control - Protective Vehicle	2	ea	\$1.00	\$2.00
A 7	Traffic Control - Truck Mounted Attenuator (TMA)	2	ea	\$500.00	\$1,000.00
A 8	Traffic Control - Truck or Trailer Mounted Arrow Panel	2	ea	\$1.00	\$2.00
A 9	Traffic Control - Sidewalk Closed Ahead Sign 12"x24" - 3 Total (R9-9)	6	sf	\$8.00	\$48.00
A 10	Construction Staking	1	ls	\$2,700.00	\$2,700.00
A 11	Miscellaneous Utility Adjustments	1	ls	\$190.00	\$190.00
	SCHEDULE A TOTAL				\$8,556.00
	SCHEDULE B - DEMOLITION BASE BID				
B 1	Pavement & Base Removal	102	sy	\$11.00	\$1,122.00
B 2	Concrete Driveway Approach Removal	8	sy	\$30.00	\$240.00
B 3	Sidewalk Removal	211	sy	\$10.00	\$2,110.00
B 4	Miscellaneous Removals	1	ls	\$1,700.00	\$1,700.00
B 5	Undergrading	20	cy	\$45.00	\$900.00
	SCHEDULE B TOTAL				\$6,072.00
	SCHEDULE C - NEW STREET AND SIDEWALK CONSTRUCTION BASE BID				
C 1	4" Concrete Turndown Sidewalk with and without Step (including 4" Type I aggregate base)	185	sy	\$65.00	\$12,025.00
C 2	8" Concrete Driveway Approach (including 4" Type I Aggregate Base)	8	sy	\$80.00	\$640.00
C 3	Concrete ADA Curb Ramps - (including 6" thick concrete on 4" Type 1 aggregate base, and ADA detectable warning strips with grout complete in place)	195	sf	\$11.70	\$2,281.50
C 4	Sidewalk Underdrain	1	ea	\$700.00	\$700.00
C 5	Full Depth Pavement Repair (including excavation of unsuitable soil and pavement, compacted subgrade, 4" thick Type I aggregate base, 7" concrete base course and 2" asphalt surface course)	101	sy	\$60.00	\$6,060.00
C 6	Aluminum Handrail	120	lf	\$55.00	\$6,600.00
	SCHEDULE C TOTAL				\$28,306.50
	SCHEDULE D - SIGNAGE AND STRIPING BASE BID				
D 1	Sign Relocation (temporary and permanent)	3	ea	\$120.00	\$360.00
D 2	24" Wide White (Stop Bar) Type 2 Preformed Marking Tape	10	lf	\$50.00	\$500.00
D 3	6" Wide White (Crosswalk Marking) Type 2 Preformed Marking Tape	52	lf	\$12.00	\$624.00
	SCHEDULE D TOTAL				\$1,484.00
	SCHEDULE E - NEW LANDSCAPE CONSTRUCTION BASE BID				
E 1	Seed & Mulch (miscellaneous areas)	68	sf	\$2.50	\$170.00
	SCHEDULE E TOTAL				\$170.00
	SCHEDULE A - GENERAL TOTAL				\$8,556.00
	SCHEDULE B - DEMOLITION BASE BID				\$6,072.00
	SCHEDULE C - NEW STREET AND SIDEWALK CONSTRUCTION BASE BID				\$28,306.50
	SCHEDULE D - SIGNAGE AND STRIPING BASE BID				\$1,484.00
	SCHEDULE E - NEW LANDSCAPE CONSTRUCTION BASE BID				\$170.00
	TOTAL				\$44,588.50



Transportation Improvement Program - FY 2015-2018

Project Detail by Section and Project Number with Map

D) Bicycle & Pedestrian Section

TIP # EN1401 JACKSON AND MAIN STREET SIDEWALKS

Route BUSINESS 160
 From MAIN ST
 To EAST END OF BUSINESS DISTRICT

Location/Agency City of Willard

Federal Agency FHWA

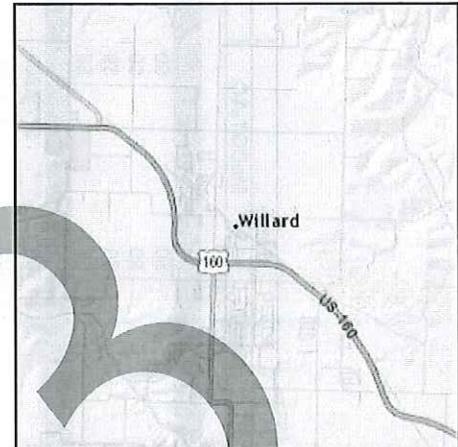
Responsible Agency City of Willard

Federal Funding Category STP-U

MoDOT Funding Category

AC Year of Conv.

STIP #



Project Description

Sidewalk replacement along Jackson St. and Main St.

Fund Code	Source	Phase	FY2015	FY2016	FY2017	FY2018	Total
FHWA (STP-U)	Federal	CON	\$48,300	\$0	\$0	\$0	\$48,300
LOCAL	Local	CON	\$12,075	\$0	\$0	\$0	\$12,075
Totals			60,375	\$0	\$0	\$0	\$60,375

Notes

Prior Cost	\$0
Future Cost	\$0
Total Cost	\$60,375

FINANCIAL SUMMARY
Bicycle & Pedestrian

YEARLY SUMMARY

PROJECT	FHWA (STP-U)	FHWA (STP)	FHWA (TE)	FHWA (TAP)	Local		State		TOTAL
					LOCAL	MODOT	MODOT	MODOT-AC	
FY 2015									
EN1302	\$0	\$0	\$0	\$240,000	\$60,000	\$0	\$0	\$0	\$300,000
EN1305	\$0	\$0	\$220,413	\$0	\$179,587	\$0	\$0	\$0	\$400,000
EN1306	\$0	\$0	\$320,000	\$0	\$80,000	\$0	\$0	\$0	\$400,000
EN1307	\$0	\$0	\$200,000	\$0	\$50,000	\$0	\$0	\$0	\$250,000
EN1401	\$48,300	\$0	\$0	\$0	\$12,075	\$0	\$0	\$0	\$60,375
EN1502	\$0	\$0	\$0	\$0	\$0	\$194,800	\$779,200	\$0	\$974,000
MO1309	\$0	\$0	\$0	\$0	\$0	\$5,000	\$20,000	\$0	\$25,000
SP1412	\$0	\$0	\$0	\$0	\$0	\$118,600	\$474,400	\$0	\$593,000
SP1414	\$0	\$69,000	\$175,000	\$0	\$30,000	\$31,000	\$0	\$0	\$305,000
SUBTOTAL	\$48,300	\$69,000	\$915,413	\$240,000	\$411,662	\$349,400	\$1,273,600	\$0	\$3,307,375
FY 2016									
EN1601	\$0	\$0	\$192,000	\$0	\$0	\$48,000	\$0	\$0	\$240,000
MO1309	\$0	\$0	\$0	\$0	\$0	\$5,000	\$20,000	\$0	\$25,000
SUBTOTAL	\$0	\$0	\$192,000	\$0	\$0	\$53,000	\$20,000	\$0	\$265,000
FY 2017									
MO1309	\$0	\$0	\$0	\$0	\$0	\$5,000	\$20,000	\$0	\$25,000
SUBTOTAL	\$0	\$0	\$0	\$0	\$0	\$5,000	\$20,000	\$0	\$25,000
FY 2018									
MO1309	\$0	\$0	\$0	\$0	\$0	\$5,000	\$20,000	\$0	\$25,000
SUBTOTAL	\$0	\$0	\$0	\$0	\$0	\$5,000	\$20,000	\$0	\$25,000
GRAND TOTAL	\$48,300	\$69,000	\$1,107,413	\$240,000	\$411,662	\$412,400	\$1,333,600	\$0	\$3,622,375

CITY OF WILLARD, MISSOURI

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



AGENDA ITEM # 16

Discussion/Vote on received bids for the Park Department Parking Lot.

(Copies will be provided Monday as the bid opening is this Friday)

Sponsored by the Community Services Director.

CITY OF WILLARD, MISSOURI

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



AGENDA ITEM # 17

Discussion/Vote on received bids for the Front Lobby Security update.

Sponsored by the Chief Financial Officer and the Director of Development.



GHN

ARCHITECTS + ENGINEERS
City of Willard

Renovations to Lobby & Transaction Counters

A/E PROJECT NO. 16-522.00

TABULATION & SUMMARY OF BIDS

May 27, 2016

3:00 P.M.

CONTRACTORS	ADDENDA	BID BOND	TIME	BASE BID	TOTAL WITH BOND
			SUBSTANTIAL		
Bales	1	5%	30	\$39,800	
Hambey	1	5%	30	\$33,680	
Hovey	1	5%	30	\$49,900	

DM

Carly Haines

(Signature)

Randy Brown

From: David Frohling [dfrohling@ghnae.com]
Sent: Friday, June 03, 2016 8:08 AM
To: Randy Brown (develop@cityofwillard.org)
Subject: FW: Willard City Hall

Thanks,

David M. Frohling
AIA, NCARB, LEED AP BD+C
Project Architect
Registered in MO & OK



GHN | Architects+Engineers

300 S Jefferson Avenue, Suite 301
Springfield, Missouri 65806
P: 417.869.0719 F: 417.869.3044 Cell: 417.616.1593
www.ghnae.com

From: Aaron Noble [mailto:aaron@hambeyconstruction.com]
Sent: Wednesday, June 01, 2016 2:04 PM
To: David Frohling
Subject: Re: Willard City Hall

David,

As a follow up to our phone conversation the additional change order amount is \$360.00

This is to add and install two lineal feet of Armor Core Panel to our order. The additional 2' used in conjunction with 2' of waste we were going to have will allow us to provide up to 4' of coverage along the bottom of the wall of the recessed door opening area, along the left hand side of the teller area.

On Wed, Jun 1, 2016 at 10:03 AM, Aaron Noble <aaron@hambeyconstruction.com> wrote:
David,

I see the details where it clearly indicates that we are installing the Armorcore beneath the window sills but not above. However, I'm not seeing anywhere where it indicates that we are installing it on the other walls, can you let me know where this is indicated? Feel free to call me on my cell if you want to discuss. [417-839-1713](tel:417-839-1713)
Thanks

On Tue, May 31, 2016 at 6:56 PM, David Frohling <dfrohling@ghnae.com> wrote:

CITY OF WILLARD, MISSOURI

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



AGENDA ITEM # 18

Ordinance accepting the bid for the Front Lobby Security upgrades. (1st and 2nd Read) Discussion/Vote.

Sponsored by the Chief Financial Officer and the Director of Development.



AIA[®]

Document A107™ – 2007

Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope

AGREEMENT made as of the 6th day of June in the year 2016
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

The City of Willard
224 W. Jackson Street
Willard, MO 65781

and the Contractor:
(Name, legal status, address and other information)

Hamby Construction, LLC
300 E. Sunshine, Suite G
Springfield, MO 65807

for the following Project:
(Name, location and detailed description)

A Single Lump Sum Proposal is requested on a General Contract; including demolition, general construction, electrical, and related Work; for the renovation of the existing transaction counters.

The Architect:
(Name, legal status, address and other information)

Gaskin Hill Norcross of Missouri, Inc.
300 S. Jefferson Avenue, Suite 301
Springfield, MO 65806

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Ink.

TABLE OF ARTICLES

1	THE WORK OF THIS CONTRACT
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENT
5	DISPUTE RESOLUTION
6	ENUMERATION OF CONTRACT DOCUMENTS
7	GENERAL PROVISIONS
8	OWNER
9	CONTRACTOR
10	ARCHITECT
11	SUBCONTRACTORS
12	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
13	CHANGES IN THE WORK
14	TIME
15	PAYMENTS AND COMPLETION
16	PROTECTION OF PERSONS AND PROPERTY
17	INSURANCE & BONDS
18	CORRECTION OF WORK
19	MISCELLANEOUS PROVISIONS
20	TERMINATION OF THE CONTRACT
21	CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The Contractor shall achieve Substantial Completion of the Work no later than 30 days from the Notice to Proceed issued by the City of Willard.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

Stipulated Sum, in accordance with Section 3.2 below

Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be **Thirty-four thousand, forty dollars and no cents (\$ 34,040.00)**, subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.2.2 Unit prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price Per Unit (\$0.00)

§ 3.2.3 Allowances included in the stipulated sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Init.

Item

Allowance

§ 3.3 COST OF THE WORK PLUS CONTRACTOR'S FEE

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

§ 3.4 COST OF THE WORK PLUS CONTRACTOR'S FEE WITH A GUARANTEED MAXIMUM PRICE

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

§ 3.4.3 GUARANTEED MAXIMUM PRICE

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

§ 3.4.3.3 Unit Prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price Per Unit (\$0.00)

§ 3.4.3.4 Allowances included in the Guaranteed Maximum Price, if any:

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Item

Allowance

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

ARTICLE 4 PAYMENTS

§ 4.1 PROGRESS PAYMENTS

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

Inlt.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 Retainage, if any, shall be withheld as follows:

| Standard 10%

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

§ 4.2 FINAL PAYMENT

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a guaranteed maximum price; and
- .3 a final Certificate for Payment has been issued by the Architect.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 BINDING DISPUTE RESOLUTION

For any claim subject to, but not resolved by, mediation pursuant to Section 21.3, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.)

| [X] Arbitration pursuant to Section 21.4 of this Agreement

[] [] Litigation in a court of competent jurisdiction

[] [] Other *(Specify)*

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

Init.

§ 6.1.1 The Agreement is this executed AIA Document A107–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 6.1.2 The Supplementary and other Conditions of the Contract:

Document	Title	Date
00 7200	General Conditions	4/29/16
AIA201 – 2007	General Conditions for the Contract for Construction	4/29/16
00 7300	Supplementary Conditions	4/29/16
00 7343	Wage Rate Requirements	4/29/16
00 7344	Wage Order #22	3/10/15

§ 6.1.3 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

DIVISION 1 - GENERAL REQUIREMENTS

- 01 1100 Summary of Work
- 01 2500 Substitutions & Product Options
- 01 3000 Administrative Requirements
- 01 3100 Project Management & Coordination
- 01 3500 Special Procedures
- 01 4216 Definitions
- 01 6000 Product Requirements
- 01 7000 Execution & Closeout Procedures

DIVISIONS 2 – 5 NOT USED

DIVISION 6 – WOOD, PLASTICS & COMPOSITES

- 06 1000 Rough Carpentry
- 06 4000 Architectural Woodwork

DIVISION 7 THERMAL & MOISTURE PROTECTION

- 07 9000 Joint Sealers

DIVISION 8 OPENINGS

- 08 1100 Metal Doors & Frames
- 08 1423 Plastic Laminate Clad Wood Doors
- 08 5113 Aluminum Windows
- 08 7000 Hardware

DIVISION 9 FINISHES

- 09 2900 Gypsum Wallboard
- 09 6513 Resilient Base and Accessories
- 09 9100 Painting

DIVISIONS 10 – 14 NOT USED

Init.

User Notes:

DIVISIONS 21 - 23 NOT USED

DIVISION 26 ELECTRICAL

26 0500	Common Work Results for Electrical
26 0536	Wires & Cables
26 1300	Boxes and Fittings
26 2726	Wiring Devices

DIVISIONS 27 – 33 NOT USED

Section	Title	Date	Pages
---------	-------	------	-------

§ 6.1.4 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
A1.0	Floor Plans & Details	4/29/16

§ 6.1.5 The Addenda, if any:

Number	Date	Pages
1	5/24/16	2

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are enumerated in this Article 6.

§ 6.1.6 Additional documents, if any, forming part of the Contract Documents:

- .1 Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

- .3 Other documents:

(List here any additional documents that are intended to form part of the Contract Documents.)

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

Init.

§ 7.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmission, unless otherwise provided in the Agreement or in the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 8.1.1 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.2 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.3 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy the Owner may have, may correct such deficiencies and may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.

ARTICLE 9 CONTRACTOR

§ 9.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.2 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 LABOR AND MATERIALS

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects,

Init.

except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

§ 9.5 TAXES

The Contractor shall pay sales, consumer, use and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 ALLOWANCES

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Allowance amounts shall not include the Contractor's costs for unloading and handling at the site, labor, installation, overhead, and profit.

§ 9.8 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.9 SUBMITTALS

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.10 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material from and about the Project.

§ 9.13 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 9.14 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 9.15 INDEMNIFICATION

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.4 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.5 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.6 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.7 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.8 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 10.9 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors or suppliers for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those

portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in Article 21.

§ 12.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Architect, or by written Construction Change Directive signed by the Owner and Architect.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.4.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 APPLICATIONS FOR PAYMENT

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used in reviewing the Contractor's Applications for Payment.

§ 15.1.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 15.1.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.1.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.2 CERTIFICATES FOR PAYMENT

§ 15.2.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.2.3.

§ 15.2.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.2.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.2.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.2.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;

- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.2.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 15.3 PROGRESS PAYMENTS

§ 15.3.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in similar manner.

§ 15.3.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 15.3.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.4 SUBSTANTIAL COMPLETION

§ 15.4.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.4.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.4.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.4.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.5 FINAL COMPLETION AND FINAL PAYMENT

§ 15.5.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the

Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.5.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.5.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 15.5.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 HAZARDOUS MATERIALS

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss or

expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 The Contractor shall purchase from, and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Section 9.15. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include: (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 17.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.3 PROPERTY INSURANCE

§ 17.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 15.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 17.3.1 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and sub-subcontractors in the Project.

§ 17.3.2 The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 17.3.3 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 12, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 17.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 12, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 17.3.4 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their sub-subcontractors in similar manner.

§ 17.4 PERFORMANCE BOND AND PAYMENT BOND

§ 17.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 17.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.2.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.4.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located, except, that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.4.

§ 19.3 TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor.

§ 19.4 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 19.4.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 15.2.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 TERMINATION BY THE OWNER FOR CAUSE

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the above reasons exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.8 and Sections 15.5.3 and 15.5.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.3 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.4 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.5 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.6 Any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.7 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 21.8 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.8 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

Init.

First Reading: 06/13/16

Second Reading: 06/13/16

Council Bill No.: 16-15

Ordinance No.: 160613D

AN ORDINANCE

ACCEPTING the proposal of _____ to provide contracting work for the City of Willard City Hall Front Lobby Renovation, and authorizing the Mayor to execute all necessary documents, on behalf of the City of Willard, to accept the proposal.

WHEREAS, the City of Willard has determined a need to renovate the front lobby of city hall to provide for better security for city employees as well as providing for better service to the residents of the city; and

WHEREAS, the City of Willard has selected _____ to provide said services as itemized in detail in Exhibit "A" as attached hereto.

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

Section 1: That the Mayor, on behalf of the City of Willard, Missouri is hereby authorized to accept the proposal of _____ 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 ____ 2016.

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
_____ JAMIE BUCKLEY	_____	_____	_____
_____ LARRY WHITMAN	_____	_____	_____
_____ SAMUEL SNIDER	_____	_____	_____
_____ DAVID ROGGENSEES	_____	_____	_____
_____ SAM BAIRD	_____	_____	_____

DONNA STEWART

First Reading: _____

Second Reading: _____

Council Bill No.:16-

Ordinance No.:

2nd READ

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAINED

JAMIE BUCKLEY

LARRY WHITMAN

SAMUEL SNIDER

DAVID ROGGENSEES

SAM BAIRD

DONNA STEWART