



City Hall  
117 S. Main Street  
Fayette, MO 65248  
Ph:(660) 248-5246  
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**Tentative Agenda  
May 26, 2026**

Regular Meeting of the Board of Alderman of the City of Fayette  
Fayette City Hall, 117 South Main, Fayette, MO 65248  
Tuesday, May 26, 2026 at 6:00 p.m.

**A. CALL TO ORDER**

**B. PLEDGE OF ALLEGIANCE**

**C. ROLL CALL**

**D. ADDITIONS TO AND APPROVAL OF AGENDA**

**E. APPROVAL OF MINUTES FOR THE REGULAR MEETING OF THE BOARD OF ALDERMAN HELD ON MAY 12, 2026**

**F. INVITED GUESTS:**

**G. CITIZEN PARTICIPATION:**

**H. CITY STAFF REPORTS:**

1. Timothy Wells – City Marshal
2. Sonny Conrow – Electric Superintendent
3. Dennis Daniels – Street Superintendent
4. Curtis Hammons – Water Superintendent
5. Jason Hampton – Building Inspector
6. City Administrator – Deanna Cooper

**I. OLD BUSINESS:**

1. DISCUSSION AND/OR APPROVAL OF PURCHASING AUTHORITY ORDINANCE, BILL#2026-04  
**2<sup>nd</sup> and Final Reading**
2. BID AWARD CDBG GRANT WRITING AND ADMINISTRATION SERVICES

**J. NEW BUSINESS:**

1. DISCUSSION AND/OR APPROVAL OF ORDINANCE ESTABLISHING THE ANNUAL SALARY FOR THE CITY MARSHAL, BILL #2026-05  
**1<sup>st</sup> Reading by Title only**
2. APPOINTMENT TO ANIMAL CONTROL COMMITTEE
3. APPOINTMENT TO POLICE RELOCATION COMMITTEE



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4. BID AWARD FOR NORTH MAIN PROJECT, MODOT TAP GRANT TAP-9901 (543)
5. DISCUSSION AND/OR APPROVAL OF RESOLUTION # 2026-10 APPROVING INVOICES FOR PAYMENT

**K. BOARD OF ALDERMAN COMMENTS & COMMITTEE UPDATE:**

1. David Frees - East Ward
2. Austin Ivy - East Ward
3. Patrick Roll - Northwest Ward
4. Bradley Patty - Southwest Ward
5. Michelle Ishmael - Northwest Ward
6. JB Waggoner - Southwest Ward

**L. CLOSED SESSION pursuant to the following exemptions under RSMo Chapter 610.021:**

**RSMo §610.021(2) – Real estate: leasing, purchase, or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration thereof.**

**RSMo §610.021(3) – Personnel: hiring, firing, disciplining, or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.**

**RSMo §610.021(13) – Personnel records: individually identifiable records, performance ratings, or records pertaining to employees or applicants for employment.**

**M. ADJOURNMENT**

Posted Monday May 25, 2026

**REGULAR MEETING OF THE BOARD OF  
ALDERMAN OF THE CITY OF FAYETTE,  
MISSOURI  
TUESDAY, MAY 12, 2026**

**CALL TO ORDER**

The regular meeting of the Board of Aldermen of the City of Fayette was called to order at 6:00 p.m., May 12, 2026, by Mayor Greg Stidham.

**PLEDGE OF ALLEGIANCE**

Everyone in the Chamber rose for the Pledge of Allegiance led by Alderman David Frees.

**ROLL CALL**

Roll Call verified Six Board Members present for the meeting.

Responding to the Roll Call: Alderman David Frees, Alderman Austin Ivy, Alderman Patrick Roll, Alderman Bradley Patty, Alderwoman Michelle Ishmael and Alderman JB Waggoner.

**ADDITIONS TO AND APPROVAL OF AGENDA**

Alderwoman Ishmael requested the following additions to the Agenda:

New business:

13. Aldermen appointment to Finance, CID and Downtown Commissions.

14. Appointment / hiring of new City Attorney firm BRYDON, SWEARENGEN & ENGLAND, P.C. Attorney Erin Wiseman.

Alderman Frees moved to approve the Agenda with the additions presented. Alderman Patty seconded the motion. Six voting Aye. Nays – none. Motion passed.

**APPROVAL OF MINUTES FOR THE REGULAR MEETING OF THE BOARD OF ALDERMAN HELD ON APRIL 14, 2026**

Alderwoman Ishmael moved to approve the Minutes of the Regular Meeting held on April 14, 2026. Alderman Patty seconded the motion. Six voting Aye. Nays – none. Motion passed.

**INVITED GUESTS:**

- **Bekki Galloway – Activity summary of the Tree Board and budget request.**  
Ms. Galloway presented a Tree Board update on recent activities, including a Grant received by Howard County Electric, robust community and school outreach efforts conducted by volunteers, and the upcoming Liberty Tree dedication honoring Major General Marquis de Lafayette, schedule for May 23.  
Ms. Galloway also stated that, in support of the Liberty Tree celebration, she donated

advertisements in The Fayette Advertiser and The Glasgow news.

She informed the Council that the Cost Share Grant reimbursement from the State had been received. Ms. Galloway requested the reimbursement of \$146.10 for the purchase of buckets used to water the trees.

- **Grafton Cook - Connectivity for AED Device on Downtown Square**  
Mr. Cook was not present. Alderman Waggoner reported that the CID has been working to acquire an AED. Following the recommendations received, the CID has been exploring installation options for the equipment but has encountered issues related to internet connectivity and power access. Mr. Waggoner stated that the exact location on the Courthouse Square has not been determined, but the AED will be placed in a location that is convenient.

#### **CITIZEN PARTICIPATION:**

- **Georg Befort**  
Mr. Befort requested that the City relocate a sign on his street, stating that it is causing difficulty when moving his vehicle. Mayor Stidham stated that the Streets Superintendent will check it out.
- **Kelly Beeler**  
Ms. Beeler stated that she is willing to serve as co-chair of the Animal Control Committee and noted that Shelly Day is also willing to serve as co-chair as well. She stated that she has already recruited individuals interested in serving on the committee and will contact Paws to be the representative of the program.  
Mayor Stidham requested a list of the individuals interested in serving on the committee and stated that Marshal Wells and a member of the Council will also serve on the committee.
- **Regina Powell**  
Ms. Powell requested the Council not to approve more permits to build houses on South Park Avenue.
- **Sara Palmer**  
Ms. Palmer addressed the proposed Ambulance plan and stated her opposition to the project, even after reviewing the information shared about their Ambulance Board plan. She expressed concern that the residential neighborhood is not an appropriate location for the ambulance shed.  
Ms. Palmer stated that the street is narrow and could present future traffic issues. She also noted existing drainage issues during rainfall and expressed concern that increased activity associated with the ambulance facility could potentially create additional sewer-related problems.  
Ms. Palmer stated that children ride bikes in the neighborhood and residents frequently walk with strollers along the street. She also expressed concerns regarding increased noise and traffic and suggested that the Ambulance Board consider an alternative location for the facility.
- **Tim Flaspohler**  
Mr. Tim Flaspohler stated that he believed he had signed an attendance sheet and did not wish to participate.
- **Frank Flaspohler**  
Mr. Flaspohler thanked the Council for reviewing the information provided by the Ambulance Board regarding the proposed Ambulance relocation plan.

He stated that the Board spent several years looking for potential locations based on information on hard data that would best serve the residents of Howard County. Mr. Flaspohler stated that based on this information, the Board determined that the facility needed to be located near Highway 5 to provide the most effective service.

Mr. Flaspohler stated that their architects and engineers would address concerns regarding water runoff toward Williams Street and ensure that the facility design takes those concerns into consideration. Regarding sewer concerns, he stated that the proposed facility would not overload the sewer system because the property would not generate usage comparable to a residential house with activities such as laundry. Regarding noise and traffic concerns, Mr. Flaspohler stated that he did not believe that this would differ significantly from those at the Ambulance current location.

Mr. Flaspohler further stated that, according to the Board's data, relocating the Ambulance facility to the opposite side of the City would increase response times by approximately two-thirds. He added that relocating the facility between Fayette and New Franklin would increase response times by approximately six to seven minutes. Based on the studies conducted, he stated that the proposed site was determined to be the best location for the Ambulance facility.

Mr. Flaspohler expressed the Board's desire to conduct the project professionally by ensuring that the design addresses water drainage and other concerns in advance, including preserving the grass and trees on the property.

In response to a question from the public regarding the type of easement being considered, Mr. Flaspohler stated that the easement had not yet been discussed and that the primary focus of discussions had been about the drainage concerns.

- **Ronda Gerlt**

Ms. Gerlt noted that a town hall meeting had previously been held regarding proposed changes to the traffic flow around the square and stated that most attendees opposed the changes. She expressed concern that visitors may find the traffic confusing and frustrating, potentially discouraging them from returning to visit the City. Ms. Gerlt stated that the Town Square should remain walkable, slow-paced and shop friendly. She expressed her opinion that two-way traffic is generally suitable for that and stated that the parking angles should be corrected.

- **Bart Ballew**

Mr. Ballew stated that he did not wish to add anything further to Mr. Frank Flaspohler's participation regarding the Ambulance relocation, expressing that Mr. Flaspohler had covered everything.

## **CITY STAFF REPORTS**

- **Timothy Wells – City Marshal**

Marshal Wells informed the Council about the possibility of receiving a donation of four AEDs to be carried in Police vehicles. He also reported the increase in juveniles misconduct within the City related to drug use.

Marshal Wells stated that the Police Department is addressing the overnight parking issue and that officers have been instructed to issue tickets. The Council discussed the idea of requiring mirror-hanger tags for gym members using parking spaces during restricted parking hours.

Mayor Stidham requested that Marshal Wells address reported issues regarding the loose dog with a lady jogging in town during the mornings.

Finally, Marshal Wells informed the Council that he is scheduled for another surgery on May 26<sup>th</sup> and expects to be on crutches for approximately one week.

- **Sonny Conrow – Electric Superintendent**

Mr. Conrow reported that the Electric crew have several projects currently in process, including pad-mount equipment at the Keller Building, and others involving solar installation and replacement of pad-mounts. He also noted that work is ongoing on Church Street and at the Lake. Mr. Conrow referred to a meeting with Central Electric regarding the second transformer and that it was discovered that it will not tie in with the other transformer due to incorrect phasing. He added that Central Electric will bring equipment to test the second transformer.

Alderman Waggoner asked about the possibility of having a meeting regarding the second transformer, noting that Central Electric reviewed and approved the designs.

Alderwoman Ishmael expressed her appreciation to Mr. Conrow for his hard work.

- **Dennis Daniels – Street and Park Superintendent**

Did not attend the meeting.

Ms. Cooper, City Administrator, reported that as temperatures have warmed, the Streets Department will begin Addressing potholes using cold mix. She also noted that the crew has been working on Park restrooms maintenance, as well as evaluating the Main Street and Davis Street intersection and storm drain repair in preparation for seal coating on the square. She stated that the issue is complex, as an additional storm drain has been discovered, and its direction is still not identified.

Ms. Cooper also informed the Council that the North Main Street project has gone out for bid and work is expected to begin soon. She added that ongoing streets repair project is continuing and the crew has also been mowing the parks.

- **Curtis Hammons – Water Superintendent**

Mr. Hammons informed the Council that they have been working on the sewer line on South Park Street and working also on the Splash Pad that should be ready for next week.

He also reported that in the last Howard County Rural Water Association meeting, it was informed that all the entities decided to vote for the pay back.

- **Jason Hampton – Building Inspector**

Mr. Hampton provided an update on the DC Rogers Dam project and shared pictures showing the progress. He reported that the contractor has completed rebar installation for the foundation and footing, locked up the walls and poured concrete to allow for construction of the upper walls section to manage the water flow to continue with the project. He noted that the contractor was unable to provide a completion date due to weather conditions and concerns about seepage and overflow leakage.

Mr. Hampton also reported that he worked on ordinance reminders issued for grass and weed violations, debris, abandoned vehicles and trash violations, as well as issuance of several demolition permits. He added that a letter was sent regarding the old jail house, and some corrective work has already been done in response.

Alderman Waggoner asked whether Mr. Hampton considered addressing the auxiliary dwelling unit issue through an ordinance. Mr. Hampton responded that an ordinance would need to be adopted to address that matter.

- **Deanna Cooper – City Administrator**

Ms. Cooper provided the Council with updates on the following topics:

- She reported that she is exploring two options to convert the Council meetings into a digital format to improve efficiency, reduce paper and toner use and reduce time spent producing and handling meeting material, as well as improving website connectivity updates.
- She stated that the DNR Scrap Tire Grant for picnic tables has been finalized and the inspection has been completed.
- She reported that work is ongoing on the Street improvement project.
- She noted that a bid has been received for electrical updates at City Hall to address issues on the second floor.
- She stated that Requests for Proposals (RFPs) have been received for the North Main Street project.
- She reported that the City is working on a survey Architectural Grant.
- She informed the Council that the MODOT bridge program grant application for the Mulberry Street Bridge Grant has been submitted.
- She noted that staff have begun work on the 2027 Fiscal Year Budget.
- She stated that FEMA funds are currently on hold, and as a result, the Grid hardening Grant application is on hold.

## **OLD BUSINESS:**

### **1. DISCUSSION AND/OR APPROVAL OF AMBULANCE DISTRICT ZONING CHANGE REQUEST**

Alderman Patty inquired whether anyone had suggestions for alternative sites along Highway 5.

Alderman Waggoner stated that there may be alternatives opportunities to find suitable sites along Highway 5, including within City limits. He also expressed interest in preserving RS1 zone district, noting that housing is a key issue in the community and that economic development depends on attracting residents who live and spend money in the City. He further stated his opinion that the zoning change application should have included review of stormwater and sewer plans prior to being brought before the City for consideration.

Alderwoman Ishmael stated that she had received significant amount of feedback on this matter from both sides of the issue and that she believed there was so much to consider.

Alderman Roll moved to proceed with a vote on the Ambulance District Zoning Change Request. Alderman Frees seconded the motion.

Roll Call Vote: Ayes - None. Nays: Alderman David Frees, Alderman Austin Ivy, Alderman Patrick Roll, Alderman Bradley Patty, and Alderman J.B. Waggoner. Abstain: Alderwoman Michelle Ishmael. Ambulance Zoning Change Request was not approved.

### **2. DISCUSSION AND/OR APPROVAL OF DOWNTOWN PARKING AND STRIPING**

Alderman Frees stated that when the temporary parallel parking was stripped, he received numerous comments from residents expressing opposition to the parallel parking, and he formed the impression that the overwhelming majority were not in favor of it.

Mayor Stidham stated that, based on his recollection of the Town Hall meeting, most attendees were opposed to parallel parking on Main Street but not on Church Street.

Alderman Waggoner stated that some of the opposition related to the road crown that is not properly constructed, causing concerns that when the vehicle doors were opened, they could potentially contact the sidewalk.

Mayor Stidham noted that the decision on the traffic and parking configuration (parallel and angle parking), must be made before the contractor reaches the Square on the Streets improvements project. He also stated that, according to the engineers, certain angles could create additional parking spaces, and converting to one-way traffic would increase parking availability.

Alderman Patty noted the importance of clearly labeling the parking configuration to maximize available parking spaces and stated his support for two-way traffic and the parallel parking.

Alderwoman Ishmael stated her agreement with two-way traffic and noted that one business owner did not want parallel parking in front of his business. She added that the Council was not ready to make a final decision on this matter.

Mayor Stidham stated that there are still many questions and suggested holding a Public Hearing and bringing the item at the next Council meeting.

Alderman Waggoner stated that the Council could only provide a recommendation, and the final decision would be made by the Streets Superintendent in accordance with the Ordinance.

Alderman Frees moved to table the Discussion and/or Approval of Downtown Parking and Striping. Alderwoman Ishmael seconded the motion. Six voting Aye. Nays – none. Motion passed.

**NEW BUSINESS:**

**1. PROCLAMATION DEDICATING THE SAR LIBERTY TREE IN HONOR OF THE MAJOR GENERAL MARQUIS DE LAFAYETTE**

Mayor Stidham read the Proclamation Dedicating the Sar Liberty Tree in Honor of the Major General Marquis de Lafayette. Pictures were taken.

**2. BID AWARD CDBG GRANT ADMIN SERVICES**

Bids received were opened and are listed as follows:

<b>Name</b>	<b>Writing</b>	<b>Admin</b>	<b>Total</b>
Mid-MO Reg Planning	0.00	25,000.00	25,000.00
Jonsie, LLC	3,000.00	30,000.00	33,000.00
Grants by Desing, LLC	500.00	35,000.00	35,500.00
Halo RRS	12,500.00	\$ 65-175 p/hr	x

Alderman Frees moved to table the Award decision for the Writing and Administration for next meeting to have time to research and look at their references. Alderman Ivy seconded the motion. Six voting Aye. Nays – none. Motion passed.

**3. DISCUSSION AND OR APPROVAL OF CONTRACT EXTENSION OF DC ROGERS DAM REPAIR PROJECT – ALEXANDER AND ASSOCIATES**

Alderman Patty moved to approve the contract extension of DC Rogers Dam Repair Project – Alexander and Associates for 60 days, including a penalty of \$500 per day if not completed in 60 days. Alderman Frees seconded the motion. Six voting Aye. Nays – none. Motion passed.

**4. DISCUSSION AND OR APPROVAL OF WATER LINE RELOCATION AT CLEVELAND AND LUCKY STREET**

Alderman Roll moved to approve the Water Line Relocation at Cleveland and Lucky Street accepting the following quotes: Don Schnieders Excavating Company for \$55,116.00 and Own Engineering for \$20,600.00, with expenses to be included on the 2027 Budget. Alderman Frees seconded the motion. Six voting Aye. Nays – none. Motion passed.

**5. DISCUSSION AND/OR APPROVAL OF AUDIT FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

Alderman Waggoner moved to approve the Audit for the Fiscal Year ended June 30, 2022. Alderwoman Ishmael seconded the motion. Six voting Aye. Nays – none. Motion passed.

**6. DISCUSSION AND/OR APPROVAL OF PURCHASING AUTHORITY ORDINANCE, BILL#2026-04**

**1<sup>st</sup> Reading by Title only**

Ms. Cooper explained that the update pertains to the purchasing authority for the City Administrator and City Clerk.

Alderman Patty asked for a revision on Section A (Purchasing levels), noting that “Minor purchases”, should read \$2,501.00 - \$5,000. He also asked for a revision to Section C, specifying that Minor Purchases do not require prior approval “from the Board of Alderman”.

Alderwoman Ishmael moved to approve the 1<sup>st</sup> Reading by Title only of the Purchasing Authority Ordinance # 2026-04 with the requested revisions. Alderman Waggoner seconded the motion.

Voice vote: Ayes: Alderman Frees, Alderman Ivy, Alderman Roll, Alderman Patty, Alderwoman Ishmael, Alderman Waggoner. Nays – none. Motion passed.

**7. ELECTION OF AN ACTING PRESIDENT OF THE BOARD OF ALDERMAN, TRADITIONALLY REFERRED TO AS THE MAYOR PRO TEM**

Alderman Frees moved to approve the nomination of Alderwoman Michelle Ishmael as Acting President of the Board. Alderman Waggoner seconded the motion. Six voting Aye. Nays – none. Motion passed.

**8. ALDERMEN APPOINTMENT TO COMMISSIONS:**

The following Aldermen were appointed to:

- Planning and Zoning – Alderman Bradley Patty
- Historic Preservation – Mayor Greg Stidham
- Parks Board – Alderman David Frees
- Tree Board – Alderman Austin Ivy

Alderman Roll moved to approve the Aldermen appointments to the mentioned commissions. Alderwoman Ishmael seconded the motion. Six voting Aye. Nays – none. Motion passed.

**9. ALDERMEN APPOINTMENT TO ELECTRIC GRID COMMITTEE**

Mayor Stidham stated that Alderman JB Waggoner is currently serving on the Electric Grid Committee.

**10. ALDERMEN APPOINTMENT TO POLICE DEPARTMENT RELOCATION COMMITTEE**

Mayor Stidham stated that this item will be discussed in the next Council meeting.

**11. ALDERMEN APPOINTMENT TO ANIMAL CONTROL COMMITTEE**

Mayor Stidham stated that he will be working with Ms. Kelly Beeler to establish the Animal Control Committee. This item will be discussed in the next Council meeting.

**12. DISCUSSION AND/OR APPROVAL OF RESOLUTION # 2026-09 APPROVING INVOICES FOR PAYMENT**

Alderman Roll moved to approve the Resolution #2026-09 approving invoices for payment and salaries in the total sum of \$476,549.80 which includes, General Fund \$105,964.96, Electric Fund \$216,741.43, Water Fund \$82,814.08, Sewer Fund \$71,029.33. Alderman Frees seconded the motion. Six voting Aye. Nays – none. Motion passed.

**13. ALDERMEN APPOINTMENT TO COMMISSIONS:**

The following Aldermen were appointed to:

- Finance – Alderman David Frees, Alderman Pat Roll, Alderman Bradley Patty, City Administrator Ms. Deanna Cooper and Mayor Greg Stidham
- CID – Alderman JB Waggoner
- Downtown Fayette – Alderwoman Michelle Ishmael

**14. APPOINTMENT / HIRING OF NEW CITY ATTORNEY FIRM BRYDON, SWEARENGEN & ENGLAND, P.C. ATTORNEY ERIN WISEMAN**

Alderman Frees moved to approve the appointment / hiring of New City Attorney Firm Brydon, Swearengen & England, P.C/ Attorney Erin Wiseman. Alderwoman Ishmael seconded the motion. Six voting Aye. Nays – none. Motion passed

**BOARD OF ALDERMAN COMMENTS & COMMITTEE UPDATE**

Mayor Stidham previously requested that the Board of Alderman express their goals and what they hope to accomplish in the next fiscal year.

**Alderman David Frees - East Ward**

Alderman Frees stated that his goal is to see completed the Street improvements Project and expressed satisfaction with the progress that has been made to this. He also expressed his excitement about the Audit process, noting that it will allow the City to apply for Grants to help fund the project. Additionally, he stated that he would like to see more businesses established in Fayette to increase the City's tax revenue.

**Alderman Austin Ivy - East Ward**

Alderman Ivy expressed his desire to continue with the improvements already underway. He also noted the need for the City to improve communication with the community, stating that miscommunication has contributed to confusion among the citizens.

#### **Alderman Patrick Roll - Northwest Ward**

Alderman Roll expressed that his goals for the upcoming fiscal year include continuing street repairs and ensuring the City's resources are used wisely through more efficient budgeting. He also emphasized continued support for the City departments and employees. Additionally, Alderman Roll recommended hiring a grant writer to pursue grant opportunities.

#### **Alderman Bradley Patty - Southwest Ward**

Alderman Patty expressed that he wants to focus on revenue, something that would produce an increase individual incomes and jobs taking a strategy of preparing a business recruitment proposal instead of passively waiting for somebody to reach out to Fayette. He highlighted the importance of get the project together and proactively contacting identified businesses of our own choice.

#### **Alderwoman Michelle Ishmael - Northwest Ward**

Alderwoman Michelle Ishmael stated that one of her goals is to build stronger relationships between the Council members and the community. She suggested organizing activities such as community events, meet-and-greets and town halls, as well as promoting them in a positive way to encourage residents to get involved. She also emphasized the importance of applying for grants to help cover the cost of city improvements and to support major projects, including the relocation of the Police Department.

#### **Alderman JB Waggoner - Southwest Ward**

Alderman Waggoner expressed his excitement about the future of the City and shared that he is pleased to be working with a strong team. He also stated that he is pleased with the City's audits accomplishments and the ongoing street improvement project, which is being completed in partnership with the CID, as the CID is helping fund part of the downtown project. He also mentioned that one of his ;main goals is to improve the reliability of the electric grid, which he identified as a serious issue. He explained that one of the reasons he serves on the Council is to help address this problem. Additionally, Alderman Waggoner noted that Fayette has other infrastructure challenges, including the fact that the City is not walkable. He stated that he would like the City to begin considering a "Walkable Fayette" project for sidewalk improvements in the future.

#### **Mayor Greg Stidham**

Mayor Stidham stated that he would like to see the City consider implementing a vacancy tax, noting that several large commercial properties have remained vacant for multiple years. He explained that this type of tax could encourage property owners to sell or redevelop those properties rather than allowing them to remain unused. He provided examples of vacant properties, including the former McDonalds, Dairy Queen among others.

**ADJOURNMENT**

Alderman Frees moved to adjourn at 8:05 p.m. Alderwoman Ishmael seconded the motion. Six voting Aye. Nays – 0. Motion passed.

Respectfully submitted by:

\_\_\_\_\_ Maria Rogers, City Clerk

\_\_\_\_\_ Greg Stidham, Mayor

# CITY OF FAYETTE

BILL NO 2026-04

ORD NO. \_\_\_\_\_

## AN ORDINANCE OF THE CITY OF FAYETTE, MISSOURI AMENDING THE CITY CODE REGARDING AUTHORIZED PURCHASES.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF FAYETTE, MISSOURI AS FOLLOWS:

### SECTION ONE

The City Code, Sections 112.050, 112.060, and 112.070 are hereby amended by repealing said sections and enacting new sections in lieu thereof, to read as follows:

#### **Section 112.050. Purchasing Authority.**

[Ord. No. 2024-19, 10-08-2024]

Position	Level of Authority
City Administrator	Incidental and minor purchase
City Clerk	Incidental and minor purchase
Mayor	Incidental, minor, major purchase
City Marshal	Incidental
Water, Electric, Sewer, and Street Superintendents	Incidental

The above-listed employees are designated as authorized employees for purposes of this Chapter.

#### **Section 112.060. Authorized Employees.**

[Ord. No. 2023-11, 8-22-2023]

A. Persons with purchasing authority are designated as authorized employees for the City and are responsible for ensuring that the best possible price and quality are obtained with each purchase. Authorized employees shall review all proposed procurements to avoid unnecessary or duplicative purchases of equipment, supplies, and services. Authorized employees shall also ensure that competition is not restricted with limits on the geographic location of vendors, with unreasonable requirements or qualifications placed on vendors, or by allowing vendors to be selected who have engaged in noncompetitive pricing practices. Authorized employees shall follow all requirements of the Code and the instructions of the Purchasing Agent.

#### **Section 112.070. Purchasing Levels.**

[Ord. No. 2024-19, 10-08-2024]

A. There are established four (4) levels of purchases that may be made by authorized employees:

1. Incidental purchases less than \$2,500.00.
2. Minor purchases \$2,501 - \$5,000.00.
3. Major purchases \$5,001.00 – \$10,000.00.
4. Significant purchases \$10,001.00 or more.

B. Incidental Purchases. Incidental purchases do not require any prior approval. Vendors should be selected based on price and convenience. Comparison of prices is encouraged but not required.

C. Minor Purchases. Minor purchases do not require any prior approval from the Board of Alderman and can be approved by the City Administrator or City Clerk and through utilizing best price practices when possible and within reason.

D. Major Purchases. Major purchases require the authorized employee making the purchase to compare prices from at least three (3) sources when possible, depending on the type of material, service, and available vendors within reason and geographic location. Price comparisons may be made by telephone solicitations, emailed solicitations, faxed solicitations, or by comparison of advertised prices. The sources compared and the price offered must be documented.

E. Significant Purchases.

1. Competitive sealed bids may be required.

2. Significant purchases must be approved by the Board of Aldermen prior to beginning the bidding process. The Board of Aldermen shall also ensure that competition is not restricted with limits on the geographic location of vendors, with unreasonable requirements or qualifications placed on vendors or bidders, or by allowing vendors to be selected who have engaged in noncompetitive pricing practices.

## **SECTION TWO**

The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

## **SECTION THREE**

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

**1<sup>st</sup> Reading** \_\_\_\_\_

**2<sup>nd</sup> Reading** \_\_\_\_\_

PASSED AND APPROVED by the Board of Aldermen of the City of Fayette, Missouri, this \_\_\_ day of \_\_\_\_\_, 2026.

**ATTEST:**

\_\_\_\_\_  
Greg Stidham, Mayor

\_\_\_\_\_  
Maria Rogers, City Clerk

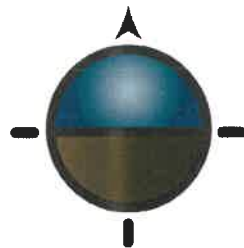
# Contract Documents

## **NORTH MAIN STREET SIDEWALK IMPROVEMENTS**

CITY OF FAYETTE

117 MAIN STREET  
FAYETTE, MO 65248

FEDERAL: TAP-9901(543)  
GRE: 4772



**GRE**  
**GREAT RIVER**  
**ENGINEERING**

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# INVITATION TO BID

## NORTH MAIN STREET SIDEWALK IMPROVEMENTS

Sealed bids for the North Main Street Sidewalk Improvements will be received at: City of Fayette, 117 Main Street, Fayette, MO 65248, until 10:00 A.M. (prevailing local time) on the 29th day of April, 2026, at the Fayette City Hall, and at that time will be publicly opened and read. All bids shall be submitted as a hard copy.

The proposed work includes:

Construction of approximately 135 linear feet of 10-foot-wide sidewalk on the east side of North Main Street and 465 linear feet of 8-foot-wide sidewalk on both sides of North Main Street. Improvements include crosswalk enhancements and adding curb and gutter.

A digital copy of the plans and specifications may be purchased through the office of Great River Engineering (GRE), at 2826 S. Ingram Mill, Springfield, MO 65804 (417-886-7171) upon payment of \$75.00, which is not refundable. All bidders must purchase plans through Great River Engineering, Inc. and be on the planholder list in order to bid the project.

This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order 32", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and can be found at: <https://sam.gov/content/wage-determinations>. These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

The City of Fayette hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

All bidders must be on MoDOT's Qualified Contractor List per Section 102.2 of the current version of the Missouri Standard Specifications for Highway Construction. The contractor questionnaire must be on file 7 days prior to bid opening.

Contractors and sub-contractors who sign a contract to work on public works projects shall provide a 10-Hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project.

A certified cashier's check or a bid bond in the amount of 5% shall be submitted with each proposal.

The City of Fayette reserves the right to reject any or all bids.

The project will be awarded to the lowest, responsive, responsible bidder.

The DBE Goal for this project is 0%.

No 2nd tier subcontracting will be allowed on this project.

CITY OF FAYETTE  
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INVITATION TO BID

**BIDDER CHECKLIST  
FINAL CHECKLIST BEFORE SUBMITTING BID**

- 1. Submit completed Contractor Questionnaire and/or Contractor Prequalification Questionnaire with attachments not later than seven (0) days prior to the date and hour of the bid opening. See Secs 101-103 of the Standard Specifications, and Rule 7 CSR 10-15.900, "Prequalifications to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website. (if applicable – required on highway and bridge projects)
- 2. For submittal of paper bids, the complete set of bidding documents includes all information through the DBE forms (for DBE forms see #8). The Technical Specifications/Job Special Provisions are for the bidder's information only and is not to be returned with the bid.
- 3. If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to City of West Plains. **Provide the vendor name, vendor address, vendor number, county, route and federal project number on the outside of the envelope (if applicable).**
- 4. Please read all items in the bidding document carefully. For paper bids, complete all items in ink or by typing in the information.
- 5. Sign this bidding document properly. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated, and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation. Affix Corporate Seal if the Bidder is a Corporation.
- 6. For paper bids submit a bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.
- 7. Submit the Bidder's List Quote Summary form with the bid.
- 8. Submit the DBE Submittal Forms within 3 business days of the Bid Opening. The DBE Identification Submittal Form (Page 2 of this document) must be submitted for each DBE to be utilized on the project. Any DBE's submitted as regular dealers/distributors must have an accompanying [DBE Regular Dealer/Distributor Affirmation Form](#).
- 9. For paper bids, staple addenda to the bid in the appropriate part of the bid. The letter accompanying the addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy. (if applicable)

\*\*\*\*\*

Below is a list of common mistakes made by bidders leading to non-responsive bids. Please refer to the Standard Specifications for the appropriate procedures for completing and submitting a bid.

- a) Not signing the bid
- b) Not incorporating the addendum into the bidding documents, including attaching the letter to the bid
- c) Not providing a bid bond
- d) Using pencil to fill out the bid
- e) Using white out to make corrections to the itemized bid sheets
- f) Not initialing changes made

\*\*\*\*\*

All questions concerning the bid document preparation can be directed to the Project Manager, Allyn Irvin, at Great River Engineering at (417) 886-7171. Project specific questions can be directed to the Design Professional of Record at Great River Engineering, Brandon Simpson, at (417) 886-7171.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify the City of West Plains at (417) 256-7176 or through Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.

CITY OF FAYETTE  
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BIDDER CHECKLIST

# NOTICE TO CONTRACTORS

Sealed bids for the North Main Street Sidewalk Improvements will be received at: City of Fayette, 117 Main Street, Fayette, MO 65248, until 10:00 A.M.(prevailing local time) on the 29th day of April, 2026, at the Fayette City Hall, and at that time will be publicly opened and read. All bids shall be submitted as a hard copy.

- (1) **PROPOSED WORK:** The proposed work, hereinafter called the work, includes:

Construction of approximately 135 linear feet of 10-foot-wide sidewalk on the east side of North Main Street and 465 linear feet of 8-foot-wide sidewalk on both sides of North Main Street. Improvements include crosswalk enhancements and adding curb and gutter.

- (2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the current version of the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction" and "Missouri Standard Plans for Highway Construction" (if applicable), their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

The following documents are available on the Missouri Department of Transportation web page at [www.modot.mo.gov](http://www.modot.mo.gov) under "Business with MoDOT" "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications

Supplemental Revisions to Missouri Standard Plans for Highway Construction (if applicable)

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

In the event of a conflict between the above referenced documents, the Job Special Provisions shall have priority, followed in descending priority by the General Special Conditions and the MoDOT Standard Specifications. In the event of a discrepancy between the Job Special Provisions and the plans, the plans shall have precedence.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, City of Fayette, and the term "Engineer" is a reference to the Engineer of Record from Great River Engineering.

The contracting authority for this contract is City of Fayette.

- (3) **PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with Sec 108:

Calendar Days: 90  
Completion Date: August 29th, 2026

- (4) **LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows, except that Section

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108.8.1.3, subsections (a) and (b) shall not apply:

Schedule of Deductions for Each Day of Overrun in Contract Time, Original Contract Amount (or the Engineer's Estimate of the Total Construction Cost)		
From (\$)	To, and including (\$)	Assessment, per Day (\$)
0	25,000	475
25,001	50,000	475
50,001	100,000	500
100,001	500,000	700
500,001	1,000,000	950
1,000,001	2,000,000	1,100
2,000,001	3,000,000	1,225
3,000,001	4,000,000	1,625
4,000,001	5,000,000	2,025
5,000,001	6,000,000	2,425
6,000,001	7,000,000	2,825
7,000,001	8,000,000	3,225
8,000,001	9,000,000	3,625
9,000,001	10,000,000	4,025
10,000,001	70,000,000	4,300

Liquidated damages will be assessed until the project has been accepted by MoDOT, the Engineer, and the Owner.

- (5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty meeting the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction. The project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

- Paper Bid Bond  
 Cashier's Check

- (6) **CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

- (7) **ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

- (8) **FEDERAL AND STATE INSPECTION:** The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate State or Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.

- (9) **PREVAILING WAGE RATE REQUIREMENTS (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a

schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order 32", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and can be found at: <https://sam.gov/content/wage-determinations>. These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

- (10) **WORKER ELIGIBILITY REQUIREMENTS:** Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify Memorandum of Understanding and the Affidavit must be submitted prior to the award of this contract.

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

[https://ago.mo.gov/docs/default-source/pdf-forms/affidavit\\_of\\_compliance.pdf?sfvrsn=2](https://ago.mo.gov/docs/default-source/pdf-forms/affidavit_of_compliance.pdf?sfvrsn=2)

All bidders must also be enrolled in the E-Verify Program, and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

<https://www.e-verify.gov/e-verify-enrollment>

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

- (11) **OSHA TEN HOUR TRAINING REQUIREMENTS:** Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.
- (12) **BUY AMERICA REQUIREMENTS:** Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, 23 CFR 635.410, and the Bipartisan Infrastructure Law (2021) Build America, Buy America Act Publication L. No. 117-58 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. Construction materials consisting primarily of non-ferrous metals, plastic and polymer-based products, glass, lumber, or drywall also require Buy America certification. Cement and cementitious materials; aggregates such as

stone, sand, or gravel; or aggregate binding agents or additives are excluded from this requirement. In addition, manufactured products are currently exempted under the 1983 waiver from FHWA. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the "Buy America" requirements can be found at:

<https://www.fhwa.dot.gov/construction/cqit/buyam.cfm>

- (13) **ADDENDUM ACKNOWLEDGEMENT:** The undersigned states that the all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid.
- (14) **SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

Drinkard Construction LLC Get it, which is the correct LEGAL NAME as stated on the Contractor Questionnaire, if applicable.

- a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

sole individual

partnership

joint venture

corporation, incorporated under laws of state of \_\_\_\_\_

- b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

Executed by bidder this 29<sup>th</sup> day of April, 2020.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

- Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.

Signature of Bidder's Owner, Officer, Partner or Authorized Agent

---

Please print or type name and title of person signing here

Attest:

---

Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

- (15) **TRAINEES:** By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and Supplement Specifications" which are available on the Missouri Department of Transportation web page at [www.modot.mo.gov](http://www.modot.mo.gov) under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will be 0 slots at 1000 hours per slot or 0 hours.
- (16) **SUBCONTRACTOR DISCLOSURE:** Requirements contained within Section 102.7.8 of the Missouri Standard Specifications for Highway Construction shall be waived for this contract.
- (17) **PROJECT AWARD:** This project will be awarded to the lowest, responsive, responsible bidder.
- (18) **MATERIALS INSPECTIONS:** All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.
- (19) **PRIME CONTRACTOR REQUIREMENTS:** The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this contract. Instead, the less restrictive terms of the Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the contractor must perform project work with its own organization equal to and not less than 30 percent of the total original contract price. Second-tier subcontracting will not be permitted on this contract. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.
- (20) **SALES AND USE TAX EXEMPTION:** City of Fayette, a tax exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.
- (21) **(optional) (a) ACCEPTANCE OF PROVISION FOR PRICE ADJUSTMENT FOR FUEL:** Bidders have the

CITY OF FAYETTE  
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NOTICE TO CONTRACTORS

option to accept the provision for Price Adjustment for Fuel in accordance with Sec. 109.14 . The bidder must mark the box below for those items of work in which they choose to accept the provision. No price adjustments will be made, due to fuel price changes, for bidders who do not accept this provision.

- Excavation Production       Asphalt Production       Asphalt Hauling  
 Concrete Paving Production       Concrete Paving Hauling       Aggregate Base Hauling

**(optional) (b) ACCEPTANCE FOR PROVISION FOR ASPHALT CEMENT PRICE INDEX, SEAL COAT PRICE INDEX, UNDERSEAL PRICE INDEX OR UBAWS MEMBRANE PRICE INDEX:** Bidders have the option to accept the provision for Asphalt Cement Price Index, Seal Coat Price Index, Underseal Price Index and/or UBAWS Membrane Price Index in accordance with the General Provisions. The bidder must mark each box below if they choose to accept the provision. The Asphalt Cement Provision applies only to projects that have a quantity of asphalt wet ton mix pay items or converted square yard quantity over 1,000 tons, the Seal Coat Provision applies only to projects that have a quantity that exceeds 50,000 square yards, the Underseal Provision applies only to any projects that have a quantity that exceeds 10,000 gallons, and the UBAWS Membrane provision applies only to projects that have a quantity that exceeds 5,000 square yards.

The above quantity limits apply to an individual project or any number of projects in the contract combination.

- Asphalt Cement       Seal Coat       Underseal       UBAWS Membrane

- (22) **INTERPRETATION OR CORRECTION OF CONTRACT DOCUMENTS:** All questions about the meaning or intent of the contract documents shall be submitted to the Design Professional in writing. Replies will be issued by written addenda to all parties on the planholder list. Only questions answered by formal written addenda will be binding. Any alternate material shall be approved prior to the bid opening and in sufficient time to issue an addendum. No alternates will be approved unless approved in a written addendum. Questions must be received by the Design Professional at least four (4) working days prior to the bid opening. No addenda will be issued less than two (2) working days prior to the bid opening.
- (23) **ITEMIZED BID:** The bidder should complete the following section in accordance with Section 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as described in the following Bid Form and Itemized Bid Sheets:

# Bid Form

## NORTH MAIN STREET SIDEWALK IMPROVEMENTS

### TAP-9901(543)

TO: Deanna Cooper, City Administrator

We, the undersigned BIDDER, do hereby agree, if this Bid is accepted, to enter into an agreement with City of Fayette in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents and Specifications for the Bid Price and within the Period of Performance indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Bid Form, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of City of Fayette Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- (a) BIDDER has examined and carefully studied the Bidding Documents and any addenda, as acknowledged below.
- (b) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
- (c) BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- (d) BIDDER is aware of the general nature of Work to be performed by City of Fayette and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- (e) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- (f) BIDDER has given DESIGN PROFESSIONAL written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by DESIGN PROFESSIONAL is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- (g) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over City of Fayette.

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BID FORM

BIDDER will complete all work on the described project for the City of Fayette in accordance with the Contract Documents for the price(s) stated below.

The Bidder agrees to include the items listed in the Itemized Bid Sheet(s) attached to this Bid Form in the Base Bid.

- Note 1 Bidder agrees and understands that by this submission that items required to construct and complete the project in accordance with the accompanying plans, but not shown on this proposal, shall be included in the bid price for other related items of construction so as to not cause an unbalanced bid.
- Note 2 The undersigned submits the following Itemized Bid Sheet(s) and hereby authorizes the City of Fayette to correct any multiplication of "Unit Price" by "Quantity" as shown under "Amount" when copying the Itemized Bid Sheet(s) into any Contract.
- Note 3 It is understood that this bid becomes a part of the specifications upon the signing of the contract and that failing to comply with any part of this bid will be taken as a failure to comply with said specifications and will be just cause for rejection of work.
- Note 4 In submitting this bid, it is understood that the right is reserved by the City of Fayette to reject any and all bids, to waive any irregularities in the bidding, and to increase or decrease the amount of any class or portion of the work.
- Note 5 In submitting this proposal, contractor certifies that no employee, member, or officer of the firm or corporation is a salaried officer or employee of the City of Fayette or any of its boards or agencies, and that no salaried officer or employee of the City of Fayette has any financial interest, direct or indirect, in this Contract. The City of Fayette will award the bid to the lowest, responsive, responsible bidder.
- Note 6 The City of Fayette will award the bid to the lowest, responsive, responsible bidder. Priority of consideration will be based upon the bids received in the following priority of consideration:
1. Base Bid
- Note 7 The scope of the work to be performed under the various unit price items of the contract proposal (where linear or volumetric measurement of quantities is involved) and the method of measurement and basis of payment for quantities in connection with such items, together with the scope of various lump sum items of the contract proposal is in general, defined and described under the respective applicable specification sections. It is the intent of the Bid Form and the Job Special Provisions that the total bid as submitted shall cover all work shown by the Contract Drawings and as required by the attached specifications and other Contract Documents. All costs, in connection with the work, and payment, therefore, shall be included in and based on the unit and lump sum prices named in the Bid Form. No item of work that is required by the Contract documents for the proper and successful completion of the Contract shall be paid for outside of or in addition to the prices submitted in the Bid Form, as all work not specifically set forth in the Bid Form as a pay item shall be considered a subsidiary obligation of the Contractor and all cost in connection therewith shall be included in the unit or lump sum prices named in the Bid Form.
- Note 8 It is understood by the bidder that the quantities given in the following itemized bid form are not guaranteed by the owner and are used solely for the purpose of comparing bids and awarding the contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized bid form, multiplied by the unit price bid shall constitute the gross sum bid.

Contractor Information

Contractor: Drinkard Construction LLC GetIT

Address: 711 Pinto Ln. California MO 65018

Phone: Sosh Hoskins 573-291-1923 Curt Drinkard 573-301-0244

Fax: \_\_\_\_\_

Email: the1builder@yahoo.com

Total Base Bid: North Main Street Sidewalk Improvements  
(to agree with the "ITEMIZED BID FORM")

\$ 219,514.30 (in numbers)

two hundred nineteen thousand, five hundred fourteen <sup>30</sup>/<sub>100</sub> (in words)  
(In case of discrepancy, the amount shown in words will govern)

Contractor acknowledges receipt of Addenda No(s): \_\_\_\_\_

Signature: 

Title: Owner

Date: 4-29-2024



CITY OF FAYETTE  
 NORTH MAIN STREET SIDEWALK IMPROVEMENTS  
 GRE NO: 4772

**BID FORM**

DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
<b>GENERAL ITEMS</b>				
1 MOBILIZATION	LS	1	15,000.00	15,000.00
2 REMOVAL OF IMPROVEMENTS	LS	1	35,000.00	35,000.00
3 SILT SOCK	LF	197	2.03	400.00
4 TEMPORARY TRAFFIC CONTROL SIGNS	SF	180	13.56	2,440.00
5 CHANNELIZER	EA	25	41.00	1,025.00
6 ADA MOVEABLE BARRICADE	EA	2	395.00	790.00
7 TYPE III MOVEABLE BARRICADE	EA	3	179.10	537.30
<b>ROADWAY ITEMS</b>				
8 LINEAR GRADING CLASS 1	STA	7	450.00	3,150.00
9 CONCRETE SIDEWALK, 4 IN.	SY	462	80.00	36,960.00
10 CONCRETE SIDEWALK, 8 IN.	SY	161	100.00	16,100.00
11 TYPE 1 AGGREGATE FOR BASE 4 IN	SY	623	14.45	9,000.00
12 CURB RAMP	EA	4	5,700.00	22,800.00
13 4 IN CURB	LF	442	45.00	19,890.00
14 2 FT X 2 FT GRATE DROP INLET	EA	5	2,800.00	14,000.00
15 2 FT X 4 FT GRATE DROP INLET	EA	1	6,000.00	6,000.00
16 4 FT X 4 FT GRATE DROP INLET	EA	1	6,800.00	6,800.00
17 3 FT X 3 FT GRATE DROP INLET	EA	2	5,000.00	10,000.00
18 6 IN HDPE PIPE	LF	32	11.25	360.00
19 6 IN PVC PIPE	LF	12	55.00	660.00
20 9 IN PVC PIPE	LF	24	70.00	1,680.00
21 12 IN PVC PIPE	LF	146	85.00	12,410.00
22 18 IN PVC PIPE	LF	47	96.00	4,512.00
<b>BID TOTAL</b>				<b>219,514.30</b>

# Bid Bond

KNOW ALL PERSONS BY THESE PRESENTS, that we Drinkard Construction LLC Get It as principal, and Employers Mutual Casualty Company, as surety, are held and firmly bound to the CITY OF FAYETTE, Missouri, in the penal sum of 5% of Bid amount Dollars (\$ 5% of Bid amt ) to be paid to the CITY OF FAYETTE, the principal and surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 04/29/2026

THE CONDITION OF THIS OBLIGATION is such that

WHEREAS the principal is submitting herewith a bid to the commission on route(s) North Main Street Sidewalks Improvements in Howard County(ies), project(s) North Main Street Sidewalks Improvements

for the construction or improvement of project as set out in said bid;

NOW THEREFORE, if the CITY OF FAYETTE shall accept the bid of the principal and if the principal shall properly execute and deliver to the CITY OF FAYETTE the contract, contract bond, and evidence of insurance coverage in compliance with the requirements of the bid, the specifications, and the provisions of section 227.100 RSMo, to the satisfaction of the CITY OF FAYETTE, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said principal shall, in the judgment of the CITY OF FAYETTE, fail to comply with any requirement as set forth in the preceding paragraph, then the CITY OF FAYETTE, shall immediately and forthwith be entitled to recover the full penal sum above set out, together with court costs, attorney's fees, and any other expense of recovery.

The principal and surety hereby certify that the document is the original or a verbatim copy of the bid bond form furnished by the Commission, in accordance with Sec 102.9 of the Missouri Standard Specifications for Highway Construction.

Drinkard Construction LLC Get It  
Principal

SEAL

By \_\_\_\_\_  
Signature

Employers Mutual Casualty Company  
Surety

SEAL



By [Signature]  
Signature of Attorney in Fact

NOTE: This bond must be executed by the principal, and by a corporate surety authorized to conduct surety business in the state of Missouri.

CITY OF FAYETTE  
TAP-9901(543)  
BID BOND

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

**Sam Sealer**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

### Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

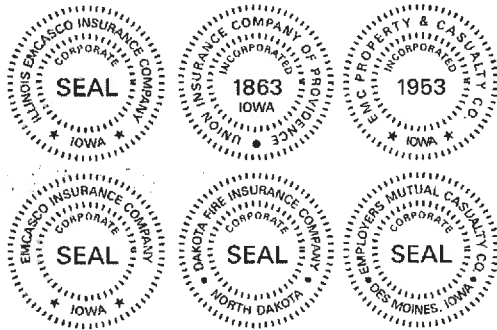
## AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

**IN WITNESS THEREOF**, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



Scott R. Jean, President & CEO  
of Company 1; Chairman, President  
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President  
Chief Legal Officer & Secretary of  
Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge  
Notary Public in and for the State of Iowa



## CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 29th day of April, 2026.

Ryan J. Springer  
Vice President

# Affidavit of Compliance

## Section 285.530.2

State of Missouri )  
County of Moniteau ) ss

Now this 29 day of April, 2020, the undersigned, being first duly sworn, deposes and says:

1. I am more than 18 years of age.
2. I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate or LLC officer or Human Relations

Director of Drinkard Construction LLC Get It  
(Name of Corporation, LLC, Sole Proprietorship, or Partnership)

3. I am authorized to make this affidavit on behalf of Drinkard Construction LLC Get It.  
(Name of Business Entity, Same as Above)
4. I state and affirm that Drinkard Construction LLC Get It is enrolled and is currently  
(Name of Business Entity, Same as Above)  
participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.
5. Further, Drinkard Construction LLC Get It does not knowingly employ any person  
(Name of Business Entity, Same as Above)  
who is an unauthorized alien.
6. Further, Drinkard Construction LLC Get It has performed an electronic verification  
(Name of Business Entity, Same as Above)  
check as described above on all workers hired since January 1, 2009 or obtained documents required for completion of a Federal I-9 Form before it began participating in E-Verify.
7. Attached to this affidavit is a true and accurate copy of this company's Memorandum of Understanding with the United States concerning the use of E-Verify.

CITY OF FAYETTE  
TAP-9901(543)  
AFFIDAVIT OF COMPLIANCE

I certify under penalty of perjury that the statements above are complete, true, and accurate to the best of my knowledge and belief.

[Signature]  
(Authorized Agent, Partner, Owner, or Officer)

If business has a Human Relations Director or equivalent, that person must sign as an affiant as well.

I certify under penalty of perjury that the statements above are complete, true, and accurate to the best of my knowledge and belief.

\_\_\_\_\_  
(Human Relations Director)

This form is promulgated pursuant to 15CSR 60-15-.020. Use of this form is not required but the Attorney General has deemed this affidavit sufficient in form to satisfy the requirements of section 285.540, RSMo, Supp. 2008.

FURTHER, THE AFFIANT SAYETH NOT

[Signature]  
(Signature)

On this 29 day of April in the year 2021, before me, Alyssa Murphy  
a Notary Public in and for said State, personally appeared Curtis Drinkard  
known to me to be the person who executed the within affidavit, and acknowledged to me that he/she executed the same for the purposes therein stated.

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

Alyssa Michelle Murphy  
(Notary Public)

My Commission Expires: 03/10/2030



CITY OF FAYETTE  
TAP-9901(543)  
AFFIDAVIT OF COMPLIANCE

**ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT**  
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF Missouri )  
 ) ss  
COUNTY OF Moniteau )

On the 29 day of April, 2020, before me appeared [Signature],  
Affiant name  
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the Owner of Drinkard Construction LLC Gett and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

[Signature]  
Affiant Signature

Subscribed and sworn to before me in Moniteau, MO, the day and year first above-written.  
city (or county) state

Alyssa Michelle Murphy  
Notary Public

My commission expires: 03/10/2030

*[documentation of enrollment/participation in a federal work authorization program attached]*





# Subcontractor Certification Regarding Affirmative Action

## NORTH MAIN STREET SIDEWALK IMPROVEMENTS

TAP-9901(543)

Project: North Main Street Sidewalk Improvements  
Job No: TAP-9901(543)  
Route: North Main Street, Fayette, MO  
County: Howard

Certification Regarding Affirmative Action and Equal Opportunity: The bidder (prospective prime contractor) or proposed subcontractor certifies:

1. Affirmative Action Program: That it has developed and has on file at each of its establishments affirmative action programs pursuant to 41 CFR Part 60-2.
2. Equal Opportunity Clause: That it has participated in a previous contract or subcontract subject to the equal opportunity clause set forth in 41 CFR Part 69-1.4 and executive order no. 11246.
3. Compliance Reports: That it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs and his designate, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements contained in 41 CFR Part 60-1.

If the text of the certification above is incorrect, the bidder or subcontractor making the certification shall correct it below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: This certification applies to and must be executed by each bidder (prospective prime contractor) or proposed subcontractor if its proposed contract or subcontract on this project will equal or exceed \$10,000 or that contractor or subcontractor has contracts or subcontracts on federally assisted projects in any 12-month period which have or can reasonably be expected to have, an aggregate total value exceeding \$10,000 41 CFR Part 60-1.5(a)(1). It is a duty and contract obligation of the prime contractor to ensure that each of its subcontractors, which meet this criterion, executes and submits to the commission this certification also.

\_\_\_\_\_  
Company

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Title

CITY OF FAYETTE  
TAP-9901(543)  
CERTIFICATION OF COMPLIANCE AND AFFIDAVIT



# DBE Identification Submittal Form

## (For Local Program Agency (LPA) Projects)

Job Number: \_\_\_\_\_

Route: \_\_\_\_\_

County: \_\_\_\_\_

Prime Contractor: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

**Identification of Participating DBE's:** Provide the requested information below for each DBE participating on the project. Submit this information with your bid or no later than 4:00 p.m. on the 3<sup>rd</sup> business day after the bid opening. Contact MoDOT's Business Development and Compliance (BDC) Division at (573) 526-2978 for questions and assistance on completion. This page of this document must be received for each DBE utilized on the project. A **DBE Regular Dealer/Distributor Affirmation Form** is required for each DBE firm submitted as a regular dealer or distributor.

All information must be provided.

If awarded the contract for this project, the undersigned will use the following DBE to perform or furnish the work, supplies, and/or services as shown below:

DBE Name: \_\_\_\_\_ Address: \_\_\_\_\_

(A) Line No.	(B) Dollar Value of DBE Work** (Unit Price x Quantity of the Item in (A), or Lump Sum)	(C) Dollar value applicable to DBE Goal** (40%, 60%, 100%)	(D) Dollar amount applicable to DBE Goal ( B x C )	(E) Percent of total contract amount for line item ( D / total contract amount)
<b>DBE Total:</b>				<b>Total %</b>

\*\*Cannot exceed contract amount for given item of work  
 Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm  
 Allowed amount of participation will be in accordance with 49 CFR Part 26.  
 Supplier Affirmation Form required for all DBE firms submitted as suppliers.  
 Brokered services will only receive credit for fees.

Respectfully submitted:

\_\_\_\_\_  
 Company Name (Prime Contractor)

\_\_\_\_\_  
 Name / Title

\_\_\_\_\_  
 Signed (Prime Contractor)

**Instructions for Completing the  
DBE Identification Submittal Form  
(For Local Program Agency (LPA) Projects)  
(BDC-101)**

Submit this form with your bid or as outlined on front of page no later than 4:00 p.m. on the 3rd working day after the bid opening. Only DBE's listed in MoDOT's Missouri Regional Certification Committee (MRCC) directory may be used towards obtaining the DBE goal on the project. DBE firm must be certified with the appropriate North American Industrial Classification System (NAICS) code for the type of work being utilized to perform. The MRCC directory is available at the following link under the MRCC Directory tab: <https://www.modot.org/welcome-business-development-and-compliance>.

- (A) Insert Bid Line Item in the same order as it appears in the bid document.
- (B) Insert the result from multiplying the unit price for the bid line item by the quantities listed in column (A); a lump sum, if applicable, may also be inserted.
- (C) Insert the percentage of column (B) that the DBE will perform. If the DBE is a distributor as that term is defined in 49 CFR Part 26.55, then only 40% of the value in column (B) can be applied towards the contract specific goal. If the DBE is a supplier as that term is defined in 49 CFR Part 26.55, then only 60% of the value in column (B) can be applied towards the contract specific goal. **A Supplier Affirmation Form is required for each DBE firm submitted as a supplier. A copy of this form is provided on the next page.** If the DBE is furnishing and installing the line item, then 100% of the value can be applied.
- (D) Insert the result from dividing columns (B) and (C).
- (E) Insert the result from dividing column (D) from the total bid line item amount.



U.S. Department of Transportation

# DBE Regular Dealer/Distributor Affirmation Form

Bidder Name:

Contract Name/Number:

Sections 26.53(c)(1) of Title 49 Code of Federal Regulations requires recipients to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 26.55(e)(2)(iv)(A),(B),(C), and (3) under the contract at issue. The regulation requires the recipient's preliminary determination to be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. The U.S. Department of Transportation is providing this form as a tool for recipients, prime contractors, regular dealers, and distributors to use to carry out their respective responsibilities under this regulation. The form may be used by each DBE supplier whose participation is submitted by a bidder for regular dealer or distributor credit on a federally-assisted contract with a DBE participation goal. The form may also be used by prime contractors in connection with DBE regular dealer or distributor participation submitted after a contract has been awarded provided such participation is subject to the recipient's prior evaluation and approval. If this form is used, it should be accompanied by the bidder's commitment, contract, or purchase order showing the materials the DBE regular dealer or distributor is supplying. Use of this tool is not mandatory. If a recipient chooses a different method for complying with Section 26.53(c)(1), it must include that method in its DBE Program Plan.

DBE Name:  Total Subcontract/Purchase Order Amount:

Authorized DBE Representative (Name and Title):  NAICS Code(s) Related to the Items to be Sold/Leased:

1. Will all items sold or leased be provided from the on-hand inventory at your establishment?  YES  NO  
 (If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. STOP here. Read and sign the affirmation below. If "NO" Continue.)

- a) Are you selling bulk items (e.g., petroleum products, steel, concrete, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characteristics (aka specialty items)?  
 YES  NO (If "YES," Go to Question 2. If "NO" Continue.)
- b) Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment, and will the minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory?  
 YES  NO\* (If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. STOP here. Read and sign the affirmation below.

\*If 1., 1.a), and 1. b) above are "NO," your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%. (Go to Question 3. to determine if the items delivered from and by other sources are eligible for Distributor credit.)

2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate?  
 YES  NO<sup>1</sup>  
 (If "YES," you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. STOP here. Read and sign the affirmation below.)

<sup>1</sup> If "NO," your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. (Go to Question 3.)

3. Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g. a manufacture's facility)?  YES<sup>2</sup>  NO<sup>3</sup>

a) Will you be using sources other than the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased?  YES<sup>2</sup>  NO<sup>3</sup>

<sup>2</sup> If your responses to 3 and 3.a) are "YES," you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased may be counted at 40%.

<sup>3</sup> If you responded "NO" to either 3 or 3.a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted.

I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

Printed Name and Signature of DBE Owner/Authorized Representative:

The bidder acknowledges its responsibility for verifying the information provided by the DBE named above and ensuring that the counting of the DBE's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the bidder.

Printed Name and Signature of Bidder's Authorized Representative:

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS  
FOR LOCAL PROGRAMS**

**1.0 Program Applicability.** The subsequent sections will apply only to contracts involving U.S. Department of Transportation (USDOT) federal-aid or federal funded participation. Federal-aid or federal funded participation includes, but is not limited to, any funds directly or indirectly received by MoDOT, or authorized for distribution to or through MoDOT, by the USDOT or any operating administration within the USDOT. These provisions will not apply to contracts funded exclusively with state funds, or state and local funds. Any contractor, subcontractor, supplier, DBE firm, and contract surety involved in the performance of a federal-aid contract shall be aware of and fully understand the terms and conditions of the USDOT DBE Program, as the terms appear in Title 49 CFR Part 26 (as amended), the USDOT DBE Program regulations; Title 7 CSR Division 10, Chapter 8 (as amended), and the Commission’s DBE Program rules.

**2.0 DBE Program Distinguished From Other Affirmative Action Programs.** The USDOT DBE Program established by the U.S. Congress is not the same as, and does not involve or utilize, any of the elements or authority of other state or local affirmative action programs, nor does the program rely upon state legislation or gubernatorial executive orders for implementation or authorization, other than the general authority given the Commission in Section 226.150, RSMo. The USDOT DBE Program is implemented by the Commission and MoDOT, through and in conjunction with the FHWA, FTA and FAA, as a “recipient” defined in Title 49 CFR 26.5.

**3.0 Policy Regarding DBE Firms.** It is the policy of the U. S. Department of Transportation and MoDOT that businesses owned by socially and economically disadvantaged individuals have an opportunity to participate in the performance of contracts funded in whole or in part with federal funds. Consequently, the requirements of 49 CFR Part 26 (as amended) and the Commission's implementing state regulations in Title 7 CSR Division 10, Chapter 8, "Disadvantaged Business Enterprise Program", will apply to any contract funded in whole or part with federal funds.

**4.0 Opportunity for DBEs to Participate.** Each contractor, subcontractor and supplier working on a contract funded in whole or in part with federal funds shall take all necessary and reasonable steps to ensure that DBEs have an opportunity to compete for and participate in performance on project contracts and subcontracts in which a DBE goal is established.

**5.0 Required Contract Provision.** The federal-aid contract will include the following provision, as mandated by USDOT at Title 49 CFR 26.13(b):

(a) The contractor, subrecipient or subcontractor shall not discriminate based on race, color, religion, national origin, or sex in the performance of the contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of the contract or such other remedy, as the recipient deems appropriate.

In this provision, “contractor” will be defined as the contractor on the contract; sub-contractor, or material supplier performing the work on or for the project. For the purposes of any federal-aid contract awarded by the Local Public Agency (LPA), they will be designated as “the recipient”. The contractor shall include this same contract provision in every supply contract or subcontract the contractor makes or executes.

**6.0 DBE Program Information.** DBE Program information may be obtained from the MoDOT Business Development & Compliance Division, 105 W. Capitol Avenue, P.O. Box 270, Jefferson City, Missouri 65102-0270. Phone (573) 751-7801, Fax (573) 526-0558, E-Mail: [dbe@modot.mo.gov](mailto:dbe@modot.mo.gov). It will be the duty of each contractor, and for the contractor's subcontractors to take the steps necessary to determine the legal obligations and limitations under the DBE Program, as an element of responsibility. It will be the duty of each certified DBE firm to know, understand and comply with the DBE firm's legal obligations and limitations under the DBE Program, as a requirement of program participation.

**7.0 DBE Certification, and the Missouri Unified Certification Program.** MoDOT and other certifying agencies within Missouri have partnered to form the Missouri Regional Certification Committee (MRCC) and developed a Unified Certification Program (UCP) pursuant to 49 CFR 26.81 and 7 CSR 10-8.061. Only DBE firms certified by the MRCC are eligible to perform work on a federal-aid contract for DBE contract goal credit. It is the contractor's responsibility to ensure firms identified for participation are approved certified DBE firms.

The MRCC DBE Directory can be found at the following link: <https://www.modot.org/welcome-business-development-and-compliance>

**8.0 DBE Program-Related Certifications Made By Bidders and Contractors.** If the bidder makes a written, express disclaimer of one or more certifications or assurances in the bid, the bid will be considered non-responsive. By submitting a bid on any project involving USDOT federal financial participation, and by entering into any contract on the basis of that bid, the contractor makes each of the following DBE Program-related certifications and assurances to USDOT, to the Commission, to MoDOT, and to the LPA:

(a) The bidder certifies that management and bidding officers have reviewed and understand the bidding and project construction and administration obligations of the USDOT DBE Program regulations at Title 49 CFR Part 26 (as amended), and the Commission's DBE Program rules at Title 7 CSR Division 10, Chapter 8 (as amended).

(b) The bidder agrees to ensure that certified DBE firms have a full and fair opportunity to participate in the performance of the contract financed in whole or in part with federal funds. The bidder certifies that all necessary and reasonable steps were taken to ensure that DBE firms have an opportunity to compete for, and perform work on the contract. The bidder further certifies that the bidder not discriminate on the basis of race, color, age, national origin or gender in the performance of the contract, or in the award of any subcontract.

(c) The bidder certifies that if awarded the federal-aid contract, the contractor will make a good faith effort to utilize certified DBE firms committed to with the awarded contract.

(d) The bidder certifies, that if awarded the federal-aid contract with an approved DBE Good Faith Effort, the bidder will at a minimum achieve any DBE participation committed at time of bid as well as make good faith efforts to obtain additional DBE participation throughout the life of the project. Any liquidated damages at the completion of the project will be assessed contingent on the awarded bidders efforts in obtaining DBE participation.

(e) The bidder understands and agrees that if awarded the contract the contractor is legally responsible to ensure that the contractor and each DBE, comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each DBE firm participating in the contract fully perform the designated tasks, with the DBE's own forces and equipment, under the DBE's own direct supervision and management. The bidder certifies, that if awarded the contract and if MoDOT or the Commission determine that the contractor, a DBE or any other firm retained by the contractor has failed to comply with the DBE Program requirements or federal or state DBE Program regulations, the Commission, through MoDOT, shall have the sole authority and discretion to determine the extent of the monetary value to which the DBE contract goals have not been met at the project completion, and to assess against and withhold monetary damages from the contractor up to the full amount of that breach. The bidder further understands and agrees that this clause authorizes the Commission, through MoDOT, to determine and fix the extent of the damages caused by a breach of any contractual or regulatory DBE Program requirement and that the damage assessment will be enforced in addition to, and not in lieu of, any other general liquidated damages clause in the contract. By submitting a bid for a federal-aid contract, the bidder irrevocably agrees to such an assessment of liquidated damages for DBE Program purposes, and authorizes the Commission and MoDOT to make such an assessment of liquidated damages against the contractor, and to collect that assessment from any sums due the contractor under the contract, or any other contract, or by other legal process. The bidder makes this certification, agreement and authorization on behalf of itself, for each federal-aid contract.

**9.0 Designation of DBE firms to perform on contract.** The bidder states and certifies that the DBE participation information submitted in the bid or within the contract designated time is true, correct and complete and that the information provided includes the names of all DBE firms that will participate in the contract, the specific line item (s) that each DBE firm will perform or partially perform, and the creditable dollar amounts of the participation of each DBE. The specific line item must reference the bid line number and item number contained in the proposal. The bidder further states and certifies that the bidder has committed to use each DBE firm listed for the work shown to meet the DBE contract goal and that each DBE firm listed has clearly confirmed to the bidder that the DBE firm will participate in and perform the work, with the DBE's own forces.

(a) The bidder certifies the bidder's understanding that as the contractor on a contract funded in whole or in part by USDOT federal funds, the bidder may not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract, in whole or in any part, with another DBE, any non-DBE firm or with the contractor's own forces or those of an affiliate, without the prior written consent of MoDOT. The bidder understands it must receive approval in writing from MoDOT for the termination of a DBE firm, or the substitution or replacement of a DBE before any substitute or replacement firm may begin work on the project in lieu of the DBE firm participation information listed in the executed contract. Unless MoDOT's written consent is provided as outlined above, the bidder shall not be entitled to any payment of work or material unless it is performed or supplied by the listed DBE.

(1) The bidder further certifies understanding, that if a DBE firm listed in the bid or approved in the executed contract documents ceases to be a certified DBE firm, at any time during the performance of the contract work, and a contract or subcontract with that firm has not yet been executed by the prime and subcontractor, the contractor can not count any work performed by that firm after the date of the firm's loss of eligibility toward meeting the DBE contract goal. The contractor can pursue efforts to replace the work planned with the decertified firm, with other certified DBEs, in coordination with MoDOT's Business Development & Compliance Division. If

the contractor has executed a subcontract with the firm before the DBE lost eligibility and ceased to be a certified DBE, the contractor may continue to receive credit toward the DBE contract goal for that firm's work on the executed subcontract. However, if the reason for the firm's DBE decertification is due to the firm being acquired or merged with a non-DBE, the portion of the work remaining after the date of decertification is not eligible for counting towards the contract goal. In this case, the Contractor must seek additional DBE participation to the extent needed to meet the contract goal or demonstrate that it has made good faith efforts to do so. Subcontract extensions that add work for firms that become decertified from the DBE program may not count for DBE goal credit without MoDOT's prior written consent.

(2) The bidder further certifies the bidder's understanding, that the dollar value of any work completed by a DBE firm prior to approval of the DBE's substitution or replacement, in writing, by MoDOT will not be credited toward meeting the DBE contract goal. No credit toward the DBE goal will be given for any amount withheld from payment to the DBE or "back charged" against monies owed to the DBE, regardless of the purpose or asserted debt.

**10.0 Contract Goal Submittal.** The bidder may submit the completed "DBE Identification Submittal" information in the bid documents at the same time as, and within the sealed bid, at the time the bid is submitted. However, if that information is not completed and submitted with the initial sealed bid, then as a matter of responsiveness and responsibility, all bidders shall file the completed "DBE Identification Submittal" pages to the Local Agency on or before 4:00 p.m. of the third business day after the bid opening date. The Local Agency may permit telefax transmittal.

Any "DBE Identification Submittal" that identifies a DBE regular dealer or distributor must be accompanied by a "DBE Regular Dealer/Distributor Affirmation Form" that is completed and signed by both the bidder and the DBE. This form must be received on or before 4:00 p.m. of the third business day after the bid opening date.

No extension of time will be allowed for any reason. The means of transmittal and the risk of timely receipt of the information shall be the bidder's.

**10.1 Good Faith Effort Submittal.** If the bidder is not able to meet the Commission's DBE contract goal, the bidder has the opportunity to submit with and as a part of the bid, a true, accurate, complete and detailed written explanation of good faith efforts taken to meet the DBE Contract Goal established in the bid documents. The bidder shall use the "DBE Identification Submittal" sheets for any DBE participation that will be committed towards the goal and an explanation, with any supporting documentation, for the inability to meet the full goal established on the contract. Any Good Faith efforts shall be submitted as part of the bid or within the three business days after the bid opening.

**10.2 Bidders Good Faith Efforts Described.** MoDOT will consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made based upon 49 CFR Appendix A to Part 26 and the following additional efforts:

- (a) Providing documentation on any and all past GFE activities for review.
- (b) Past project DBE performance utilization.
- (c) Race neutral methods utilized on completed projects.

All good faith efforts are evaluated on a case-by-case basis whereas any of the numerous good faith elements listed individually or collectively is not a guarantee of approval.

**10.3 Administrative Reconsideration of the Bidder's Good Faith Efforts Made as a Part of the Bid Submittal.** If MoDOT determines that the apparent low bidder has failed to adequately document in the bid that the bidder made a good faith effort to achieve sufficient DBE participation in the contract work, that firm will be offered the opportunity for administrative reconsideration upon written request, before MoDOT and the Commission reject that bid as non-responsive.

**10.4 Forfeiture of Bid Bond possible when:** The failure of either the apparent low bidder to file the completed and executed "DBE Identification Submittal", listing actual, committed DBE participation equal to or greater than the DBE contract goal percentage specified in the bid by 4:00 p.m. on the third business day after the bid opening, will be cause for rejection of that bid. In addition, the bid surety bond or bid guaranty of the apparent low bidder will be forfeited to and become the property of the Local Agency upon demand, only if the contract is awarded.

(a) By submitting a bid on a federal-aid project, the bidder accepts and agrees to these provisions, and the disposition of the bidders bid bond or guaranty, upon demand by the Local Agency.

**11.0 DBE Participation for Contract Goal Credit.** Goal credit will be in accordance with 49 CFR 26.55 as outlined for the following DBE types:

- Subcontractor
- Manufacturer
- Regular Dealer
- Distributor
- Broker
- Trucker

**12.0 DBE Required to Perform a Commercially Useful Function (CUF).** The DBE CUF requirements are stated in 49 CFR Part 26, (26.55). Any questions or further information needed for CUF determinations should be directed to MoDOT's Business Development & Compliance Division.

**12.1 Quality Control (QC) and Quality Assurance (QA) Reviews.** The prime contractor shall monitor their planned DBE project usage for CUF compliance and provide MoDOT information for areas of concern for further evaluation. MoDOT will perform a QA review, or compliance review, for DBE CUF and project documentation retained by the contractor through project completion. The contractor shall maintain all DBE related information it has received, documented and provided to MoDOT for a period of three years beyond the date of final inspection. MoDOT's determination that a DBE's participation may not count toward the project goal, or good faith effort level approved will be subject to administrative reconsideration.

**12.2 MoDOT Makes Final Determination On Whether a CUF Is Performed.** MoDOT will have the final authority to determine whether a DBE firm has performed a CUF on a federal-aid contract.

**13.0 Verification of DBE Participation at project completion.** (Assessment of Liquidated Damages Possible)

**13.1** Prior to final payment by the Local Agency, the contractor shall file with the Local Agency a detailed list showing each DBE used on the contract work, and the work performed by each DBE. The list shall show the actual dollar amount paid to each DBE for the creditable work on the contract, less any rebates, kickbacks, deductions, withholdings or other repayments made. The list shall be certified under penalty of perjury, or other law, to be accurate and complete. MoDOT and the Commission will use this certification and other information available to determine if the contractor and the contractor's DBEs satisfied the DBE contract goal percentage specified in the contract and the extent to which the DBEs were fully paid for that work. The contractor shall acknowledge, by the act of filing the detailed list, that the information is supplied to obtain payment regarding a federal participation contract.

**13.2** Failure on the part of the contractor to achieve the DBE participation to which the contractor committed in the contract may result in liquidated damages being imposed on the contractor by the Commission for breach of contract and for non-compliance. If the contract was awarded with less than the original DBE contract goal proposed by the Commission, the revised lower amount became the final DBE contract goal, and that goal will be used to determine any liquidated damages to be assessed. Additionally, the Commission or MoDOT may impose any other administrative sanctions or remedies available at law or provided by the contract in the event of breach by the contractor by failing to satisfy the contractor's DBE contract goal commitment. The contractor will be offered the opportunity for administrative reconsideration of any assessment of liquidated damages determined at the project completion, upon written request. The administrative reconsideration officer may consider all facts presented, including the legitimacy or business reason for back charges assessed against a DBE firm, in determining the final amount of liquidated damages.

**14.0 Miscellaneous DBE Program Requirements.** In accordance with Title 49 CFR Part 26 and the Commission's DBE Program rules in Title 7 CSR Division 10, Chapter 8, the contractor, for both the contractor and for the contractor's subcontractors and suppliers, whether DBE firms or not, shall commit to comply fully with the auditing, record keeping, confidentiality, cooperation and anti-intimidation or retaliation provisions contained in those federal and state DBE Program regulations. By bidding on a federal-aid contract, and by accepting and executing that contract, the contractor agrees to assume these contractual obligations, and to bind the contractor's subrecipients contractually, at the contractor's expense.

**15.0 Bidders List Data Collection.** MoDOT is a recipient of federal funds and is required by 49 CFR 26.11, to provide data about its DBE program. The information shall consist of the names of all DBE and non-DBE subcontractors, suppliers, manufacturers, distributors, or brokers for actual use and of consideration by the prime bidder. Forms are provided to bidders that specify all required data points. Failure to submit the required forms may deem the bid irregular.

CONTRACT NO. \_\_\_\_\_

LPA CONTACT INFORMATION:

City of Fayette  
117 Main Street  
Fayette, MO 65248

P:660-248-3903

F:

E:administrator@cityoffayettemo.com

CONTRACTOR CONTACT INFORMATION

NAME:

A1:

A2:

A3:

P:

F:

E:

# Contract

## NORTH MAIN STREET SIDEWALK IMPROVEMENTS

### TAP-9901(543)

#### CONTRACT AGREEMENT

**THIS AGREEMENT** made and entered into by and between the City of Fayette (hereinafter referred to as the Owner) and \_\_\_\_\_ of Drinkard Construction LLC (hereinafter referred to as the Contractor):

**WITNESSETH:** That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at its own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal designated and marked:

North Main Street Sidewalk Improvements  
TAP-9901(543)

and agrees to perform all the work required by the contract as shown on the plans and specifications. The "Notice to Contractor," "Plans," "Proposal," "Contract Bond," "Acknowledgement," "Job Special Provisions," "Notice to Proceed," "Addenda," and all change orders are made a part hereof as fully as if set out herein.

It is understood and agreed that, except as may be otherwise provided for by "Job Special Provisions," "General Provisions," and "Supplemental Specifications," included in the Proposal, the work shall be done in accordance with the most current version "Missouri Standard Specifications for Highway Construction" and "Missouri Standard Plans for Highway Construction", and all revisions to these documents, which are part and parcel of this contract, and are incorporated in this contract as fully and effectively as set forth in detail herein.

The Contractor further agrees that it is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that its information was secured by personal investigation and research and not from any estimates of the Owner; and that it will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

CITY OF FAYETTE  
TAP-9901(543)  
CONTRACT

The said Contractor agrees further to begin work not later than the authorization date in the Notice to Proceed, and to complete the work within the time specified in the proposal or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to the complete satisfaction of the Engineer of the Owner and, in case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or agents of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

The Contractor agrees that it will comply with all federal and state laws and regulations and local ordinances and that it will comply and cause each of its subcontractors, if any, to comply with all federal and state laws and federal regulations and directives pertaining to nondiscrimination against any person on the ground of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of this contract.

The Contractor expressly warrants that it has employed no third person to solicit or obtain this contract on its behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by it hereunder; and that it has not, in estimating the contract price demanded by it included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to it hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and the Owner may retain to its own use from any sums due or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

Under penalty of perjury under the laws of the United States and/or false declaration under the laws of Missouri, and any other applicable state or federal laws, the Contractor Signatory certifies that the Contractor and its officials, agents, and employees have neither directly nor indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

The Owner agrees to pay the Contractor in the manner and in the amount provided in the said Standard Specifications and Proposals.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at Howard County, Missouri.

FOR: City of Fayette

ATTEST (Seal) By:

Greg Stidham - Mayor

Mati Rogers - City Clerk

FOR: \_\_\_\_\_  
Contractor

By: \_\_\_\_\_  
Signature of Representative

Title: \_\_\_\_\_

ATTEST (Seal)

\_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2026

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

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

<b>PRODUCER</b> Spieler Insurance Group - MO PO Box 129 110 Crossings East Dr 2A Lake Ozark MO 65049	<b>CONTACT NAME:</b> Jenny Wehmeir <b>PHONE (A/C No, Ext):</b> (573) 796-2360 <b>E-MAIL ADDRESS:</b> jenny@spielerins.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Drinkard Construction Llc Ger It 711 Pinto Ln California MO 65018-2014	<b>INSURER A :</b> AUTO OWNERS INS CO	<b>NAIC #</b> 18988
	<b>INSURER B :</b> HOME-OWNERS INS CO	26638
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
<b>INSURER F :</b>		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBH INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		75431036	07/05/2025	07/05/2026	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000	
					PRODUCTS - COMP/OP AGG	\$ 2,000,000	
							\$
	<b>AUTOMOBILE LIABILITY</b>					COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		5343103602	03/09/2026	03/09/2027	EACH OCCURRENCE	\$ 3,000,000
						AGGREGATE	\$ 3,000,000
						TRIA	\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	A106543501	07/28/2025	07/28/2026	PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	<b>INMRC</b>		75431036	07/05/2025	07/05/2026	CEQ59	37,500
						CEQ60	33,000
						CEQ61	31,469

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

**CERTIFICATE HOLDER****CANCELLATION**

City of Fayette  
 117 S Main Street  
 Fayette MO 65248

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

AUTHORIZED REPRESENTATIVE  
 jenny wehmeir

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# Performance Bond

## NORTH MAIN STREET SIDEWALK IMPROVEMENTS

### TAP-9901(543)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_ as principal, and \_\_\_\_\_, as surety, are held and firmly bound to the City of Fayette, Missouri, in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) to be paid to the City of Fayette, Missouri, and for the lawful payment of said sum we, and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors and assigns firmly by these presents,

The condition of this bond is such that:

WHEREAS, the above-named principal did, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, enter into a contract with the City of Fayette, Missouri, for:

#### Project Description

Construction of approximately 135 linear feet of 10-foot-wide sidewalk on the east side of North Main Street and 465 linear feet of 8-foot-wide sidewalk on both sides of North Main Street. Improvements include crosswalk enhancements and adding curb and gutter.

NOW, THEREFORE, if the above-named principal shall well and truly:

Keep and perform all of the contract of his or her, its or their part to be kept and performed, and faithfully comply with all of the laws of the State of Missouri and all the ordinances of the City of Fayette, Missouri, applicable to the aforesaid contract and this bond and the conditions of said contract, and at the time stipulated in said contract or within a reasonable time if no time is stipulated; and,

Then this obligation shall be void, otherwise it shall remain in full force and effect.

It is understood and agreed that this bond shall not be avoided because of changes in the plans or specifications for the work, or because of extensions of time for the performance of work, and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extensions of time.

In addition to any other remedies which may be had by the City of Fayette, Missouri, under this bond, the City of Fayette may in case of default or abandonment of the contract hereinbefore referred to notify the surety hereto by registered or certified mail directed to the surety or to its attorney-in-fact for it authorized at the time of the execution of this bond that such default or abandonment has occurred, which such notice need not be detailed but may be in generalities, and the surety shall have the obligation to inquire into the nature of such default or abandonment and to thereafter within sixty (60) days from the date of such notice proceed toward completion without undue delay of the improvement in accordance with the contract aforesaid; and in the event of default on the part of the surety to proceed to complete as aforesaid the City of Fayette, Missouri, shall have the right to itself complete the work, and upon completion to be reimbursed by the principal, the surety or both of them for the cost of said completion including cost of re-advertisements, preparation of new plans, contracts, and all other ordinary and reasonable expenses in connection with completion of the work.

CITY OF FAYETTE  
TAP-9901(543)  
PERFORMANCE BOND

This bond shall be governed by the laws of the State of Missouri. The parties hereto agree that should any litigation arise out of this bond, the venue for such litigation shall be in the Circuit Court of Howard, Missouri, and the parties hereto expressly waive all rights to venue inconsistent therewith.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, or have caused these presents to be executed by our authorized agent on the same day and year.

Company:

By: \_\_\_\_\_  
\_\_\_\_\_

Surety: \_\_\_\_\_

By: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
Attorney

# Payment Bond

## NORTH MAIN STREET SIDEWALK IMPROVEMENTS

### TAP-9901(543)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_ as principal, and \_\_\_\_\_, as surety, are held and firmly bound to the City of Fayette, Missouri, in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) to be paid to the City of Fayette, Missouri, and for the lawful payment of said sum we, and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors and assigns firmly by these presents,

The condition of this bond is such that:

WHEREAS, the above-named principal did, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, enter into a contract with the City of Fayette, Missouri, for:

#### Project Description

Construction of approximately 135 linear feet of 10-foot-wide sidewalk on the east side of North Main Street and 465 linear feet of 8-foot-wide sidewalk on both sides of North Main Street. Improvements include crosswalk enhancements and adding curb and gutter.

NOW, THEREFORE, if the above-named principal shall well and truly:

Pay for any and all materials, lubricants, oil, gasoline, grain, hay, feed, coal and coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of the work afore described, and all insurance premiums both for compensation and for all other kinds of insurance on said work above described, and for all labor performed in the work whether by the principal or by subcontractor or otherwise and at the prevailing hourly rate of wages made applicable to the work as specified by the contract (if a prevailing hourly rate of wages shall have been so specified).

Then this obligation shall be void, otherwise it shall remain in full force and effect.

It is understood and agreed that this bond shall not be avoided because of changes in the plans or specifications for the work, or because of extensions of time for the performance of work, and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extensions of time.

It is understood and agreed that any person entitled to payment for any of the matters upon which this bond is conditioned shall have the right in his name or in the name of the City of Fayette, Missouri, to bring suit upon this bond for the recovery of such payment. It is further agreed that no such suit shall be instituted after the expiration of ninety (90) days from the completion of the contract hereinbefore referred to unless otherwise provided by the City of Fayette.

This bond shall be governed by the laws of the State of Missouri. The parties hereto agree that should any litigation arise out of this bond, the venue for such litigation shall be in the Circuit Court of Howard, Missouri, and the parties hereto expressly waive all rights to venue inconsistent therewith.

CITY OF FAYETTE  
TAP-9901(543)  
PAYMENT BOND

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, or have caused these presents to be executed by our authorized agent on the same day and year.

Company: \_\_\_\_\_

By: \_\_\_\_\_

Surety: \_\_\_\_\_

By: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Attorney

**CITY OF FAYETTE, MISSOURI**

**BILL NO. 2026-05**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ESTABLISHING THE ANNUAL SALARY FOR THE POSITION OF CITY MARSHAL FOR THE CITY OF FAYETTE, MISSOURI**

**WHEREAS**, the City Council of the City of Fayette, Missouri, recognizes the need to establish and maintain fair and equitable compensation for its employees; and

**WHEREAS**, it is necessary to formally set the annual wage for the City Marshal position to ensure consistency, transparency, and budgetary compliance; and

**WHEREAS**, the City Council has determined that an annual wage of **Seventy Thousand Dollars (\$70,000.00)** is appropriate for the responsibilities and duties of the City Marshal.

**NOW, THEREFORE, BE ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTE, MISSOURI, AS FOLLOWS:**

**SECTION 1.**

The annual salary for the position of **City Marshal** for the City of Fayette, Missouri, shall be established at **Seventy Thousand Dollars (\$70,000.00)**, effective as of the date of adoption of this Ordinance, or as otherwise specified by resolution of the City Council.

**SECTION 2.**

Said salary shall be paid in accordance with the City’s regular payroll procedures and shall be subject to applicable deductions for taxes and benefits as required by law and City policy.

**SECTION 3.**

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 4.**

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

**1<sup>st</sup> Reading** \_\_\_\_\_

**2<sup>nd</sup> Reading** \_\_\_\_\_

PASSED AND APPROVED by the Board of Aldermen of the City of Fayette, Missouri, this \_\_\_ day of \_\_\_\_\_, 2026.

**ATTEST:**

\_\_\_\_\_  
Greg Stidham, Mayor

\_\_\_\_\_  
Maria Rogers, City Clerk

**BIDS CDBG WRITING AND ADMINISTRATION**

<b>Name</b>	<b>Writing</b>	<b>Admin</b>	<b>Total</b>
Mid-MO Reg Planning	0.00	25,000.00	25,000.00
Jonsie, LLC	3,000.00	30,000.00	33,000.00
Grants by Desing, LLC	500.00	35,000.00	35,500.00
Halo RRS	12,500.00	\$ 65-175 p/hr	x



**Mid-MO Regional  
Planning Commission**  
BOONE | CALLAWAY | COLE | COOPER | HOWARD | MONITEAU

## **Professional Grant Writing & Administration Proposal City of Fayette – Street Improvement Project – April 22, 2026**

The Mid-Missouri Regional Planning Commission (Mid-MO RPC) represents more than forty-five (45) local governments within Boone, Callaway, Cole, Cooper, Howard, and Moniteau counties.

Mid-MO RPC provides project management, technical assistance, environmental review services, grant writing, and administrative support for Community Development Block Grant (CDBG) funds. Mid-MO RPC is recognized on the CDBG list of qualified project administrators by the Missouri Department of Economic Development (MODED), and our staff participate in all grant administration training and grant application workshops sponsored by the MODED CDBG program.

Grant Writing, Administration, and Environmental Review assistance:

- Professional staff with direct experience in writing successful CDBG applications, successfully administering CDBG projects and completing environmental review reports for CDBG projects.
- Sufficient personnel are available to provide attentive customer service for all phases of the CDBG application and CDBG grant administration process, including environmental review and acquisition related activities.
- Strong interest and commitment to promoting community and economic development for our membership within the Mid-Missouri region.

### **Proximity and Familiarity with the Project Area**

One of the guiding principles established by the Board of Directors of the Mid-MO RPC is to promote community and economic development throughout Mid-Missouri. The Mid-MO RPC office location in Ashland, Missouri, allows staff to provide quality project coverage for our entire region, including Fayette and Howard County. Mid-MO RPC staff members are available to attend meetings, contact state and local officials, coordinate with engineers, and provide experienced professionalism for all facets of a project through completion. Mid-MO RPC has recently worked with Fayette on a now completed CDBG project and has a long history of working with other communities near you including Armstrong, Glasgow, and New Franklin.

### **Specialized Experience, Technical Competence, Past Record of Performance, and Capacity to Perform All Grant Related Activities**

Mid-MO RPC staff members have proven their capabilities to fulfill all CDBG guidelines and grant administration functions through the successful completion of previous projects. Mid-MO RPC has successfully provided administration and environmental services on over twenty-six (26) completed CDBG projects and is currently administering an additional 16 projects.

## Past Record of Performance

Mid-MO RPC administers projects in a timely, efficient, and effective manner. The duties of administration include organized record keeping, prompt processing of forms, reports, and other necessary documentation, coordination with clients, engineers, contractors, and state departments, and fulfillment of all grant requirements. Below is a list of our current and recent past CDBG projects.

### Current CDBG Projects

Community	Project Types	CDBG Grant Award
Fulton	Stormwater	\$530,000
Boonville*	Road – Roundabout	\$500,000
Centertown	Stormwater	\$518,800
Boonville	Community Facility – Childcare Facility	\$500,000
Mokane	Stormwater	\$609,004
Clarksburg**	Wastewater	\$637,000
California	Water – Emergency Well	\$1,581,750
Cole County, Jefferson City	Community Facility – EMS Station	\$2,000,000
Cole County	Stormwater	\$500,000
Fulton	Demolition – Residential	\$200,000
Blackwater	Road & Stormwater	\$304,050
Sturgeon	Stormwater	\$495,000
Sturgeon	Demolition – Residential	\$128,643
Armstrong	Demolition – Residential	\$125,000
Bunceton**	Wastewater	\$500,000
Pilot Grove**	Wastewater	\$342,000

*Jointly funded by:*

\* CDBG and MoDOT    \*\* CDBG and DNR

### Recent Past CDBG Projects

Community	Project Type	CDBG Grant Award
Fayette*	Wastewater	\$500,000
Centertown**	Water	\$625,000
Russellville	Road and Stormwater	\$500,000
Russellville*	Wastewater	\$500,000
Boone County / American Outdoor Brands	Industrial Infrastructure	\$1,840,860
Centralia Demolition	Demolition – Commercial	\$165,965
Holts Summit / Pro Foods	Industrial Infrastructure	\$260,000
Holts Summit	Wastewater	\$315,000
Armstrong	Road and Stormwater	\$377,477
New Franklin*	Wastewater	\$500,000
Boone County / Manchester Heights	Wastewater	\$210,000
St. Thomas	Demolition – Residential	\$48,325
Glasgow	Wastewater	\$158,000
Holts Summit / Pro Foods	Industrial Infrastructure	\$381,856

*Jointly funded by:*

\* CDBG and USDA    \*\* CDBG and DNR

## Staff Experience - Mid-Missouri Regional Planning Commission



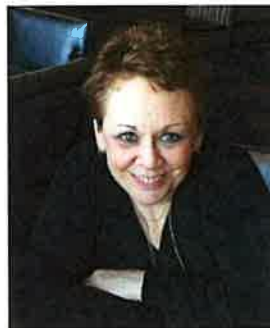
### **David Bock, Executive Director**

David has 13 years of project development, grant writing, and grant administration experience. He has extensive experience working with Community Development Block Grant (CDBG), Economic Development Administration (EDA), and MoDOT grant funding. David holds a Master's Degree in Public Affairs from the University of Missouri.



### **Lincoln Brown, Grant Specialist**

Lincoln has eight years of experience in project development, grant writing, and grant administration. He is also the lead grant specialist for projects funded with through the CDBG program. Lincoln has extensive expertise in completing environmental review reports, providing oversight for contracts and procurement, as well as ensuring compliance with federal and state prevailing wage requirements. He has been successful in assisting communities receive nearly \$9 million dollars in CDBG grant funding. Lincoln holds a Master's Degree in Public Affairs from the University of Missouri and a Bachelor's Degree in Political Science, and English Creative Writing from Truman State University.



### **Gayla Dunn, Grant Specialist**

Gayla has over 26 years of comprehensive experience with state and federal grants – from project development and grant writing to all aspects of grant administration. Her experience includes applications for city and county governments, non-profits, and foundations. Gayla has experience with a wide range of funding opportunities including Community Development Block Grants (CDBG), public safety grants, parks and recreation, downtown development and revitalization, youth services, and more. She is a graduate of the University of Missouri and the National Grant Institute.



### **Mike Johns, Environmental Specialist/Planner**

Mike brings over 20 years of experience in project management, operations, and strategic planning to his role as an Environmental Specialist/Planner with the Mid-Missouri Regional Planning Commission. His background includes coordinating complex projects, managing budgets, and leading teams to meet organizational goals. He has experience in planning, data analysis, and regulatory compliance, supporting environmental reviews, infrastructure improvements, and community development initiatives. Mike works with local governments, agencies, and stakeholders to ensure projects are completed efficiently and in accordance with applicable regulations. His experience managing multimillion-dollar budgets and overseeing operations supports his work on grant-funded projects and long-range planning. Mike holds a Bachelor of Science in Business Administration from Missouri Western State University.

## **Scope of Services**

Mid-MO RPC staff members will provide project administration services for the CDBG grant including but not limited to, ensuring the project conforms to the CDBG compliance areas of environmental review, financial management, procurement, labor standards, contract management, equal opportunity/civil rights, citizen participation, acquisition/relocation, and close-out. To maximize efficiency – we use a team approach that will allow us to handle multiple facets of a project simultaneously. Mid-MO RPC staff will provide the following services and technical assistance to ensure successful administration and completion of projects:

1. Coordinate between the various project partners including MO DED and the CDBG program staff, the City's project engineer, and the County on all project activities;
2. Ensure that all CDBG environmental review requirements are satisfied, including:
  - a. Notification of proposed project to all required state and federal agencies and tribal organizations
  - b. Evaluation of project impact
  - c. Preparation and submission of environmental review report in compliance with CDBG report requirements
  - d. Preparation of the Finding of No Significant Impact (FONSI) and other required publications
  - e. *Note: Environmental services provided exclude the preparation of an Archeological or Cultural Resource Survey, a Phase I or II Environmental Site Assessment, or the preparation of an Environmental Impact Statement.*
3. Assistance with citizen participation requirements;
4. Grant start-up activities including assistance with establishment of a CDBG bank account; preparation of required ordinances and resolutions, and setup of administration files;
5. Assist with file management and document preparation throughout the entire project;
6. Prepare Request for Funds (RFF);
7. Prepare required acquisition documents for compliance with Uniform Acquisition Act when applicable;
8. Assist with fair housing compliance and composition of ordinances and resolutions;
9. Edit and review all contract documents;
10. Prepare and submit all closeout documentation at the completion of projects; and
11. Oversee and assist with CDBG monitoring sessions and closeout documentation.

## Cost of Services

Grant Writing: As a Mid-MO RPC member community, grant writing services are provided at no cost to Fayette. **Grant Writing Services: \$0.00**

Grant Administration: Mid-MO RPC proposes a lump sum fee **not to exceed \$25,000 for grant administration**, which would be paid out when certain milestones are reached. They are as follows:

- 25% of total Administrative Costs will be billed when CDBG issues “Project Approval Release of Funds” letter and “Removal of Grant Conditions” has been issued.
- 50% of total Administrative Costs will be billed upon approval of construction contractor’s first payroll submission.
- 75% of total Administrative Costs will be billed upon 50% of contractor’s draw down.
- 90% of total Administrative Costs will be billed at substantial completion.
- 100% of total Administrative Costs will be billed at the submission of CDBG closeout documents.

This price includes the cost of conducting an environmental review that is consistent with all CDBG requirements; however, the city will be responsible for paying the costs of public notice newspaper listings that are associated with the environmental review and closeout.

## References

Cole County	Eric Hoy Chief of Emergency Medical Services	(573) 634-5678	<a href="mailto:ehoy@colecounty.org">ehoy@colecounty.org</a>
City of Mokane	Chad Booher Mayor	(573) 220-9786	<a href="mailto:mokanemayor@outlook.com">mokanemayor@outlook.com</a>
City of Boonville	Kate Fjell City Administrator	(660) 882-2332	<a href="mailto:kate.fjell@boonville-mo.org">kate.fjell@boonville-mo.org</a>

## E-Verify

Mid-MO RPC is a registered participant in E-Verify and is in compliance.

Company ID Number: **355763**

**Jonsie, LLC**

Strengthening Communities, One Grant at a Time  
PO Box 2104  
Lake Ozark, MO 65049

**Date:** April 7, 2026

**City Clerk**

City of Fayette  
117 South Main  
Fayette, MO 65248

**Subject:** Proposal for Professional Grant Writing and Administration Services – City of Fayette Street Improvement Project (\$500,000 CDBG)

Dear City Clerk,

Jonsie, LLC, a women-owned firm, is pleased to submit this proposal in response to the City of Fayette's Request for Proposals for professional grant writing and administrative services for the proposed Street Improvement project financed with \$500,000 in Community Development Block Grant (CDBG) funds.

With over five years of successful CDBG grant writing and administration experience on infrastructure and public works projects in rural Missouri communities, Jonsie, LLC is uniquely qualified to provide full, compliant support for this important street improvement project.

This proposal directly addresses all six required elements listed in the RFP, with priority weighting given to Items 1 (specialized experience and technical competence), 2 (past record of performance), and 4 (cost of services).

**1. Specialized Experience and Technical Competence with CDBG Grant Administration**

Jonsie, LLC has extensive experience administering CDBG grants for public infrastructure and street improvement projects, ensuring full compliance with Missouri DED requirements and federal regulations (2 CFR Part 200, 24 CFR Part 570). Our team is proficient in every required compliance area for street projects: environmental review, financial management, procurement, contract management, labor standards (including Davis-Bacon), equal opportunity/civil rights, citizen participation, and project close-out. We also have related work on jointly funded projects with RD and DNR.

**2. Past Record of Performance**

Jonsie, LLC consistently delivers high-quality, accessible, and timely services. Clients praise our daily availability, error-free reporting, proactive compliance support, and ability to meet all DED deadlines. Previous projects have been completed on schedule, within budget, and with zero findings in DED monitoring visits.

### 3. Capability of Carrying Out All Aspects of Grant-Related Activities

Jonsie, LLC is fully capable of providing complete grant writing and administration services for the Fayette Street Improvement project. We will handle grant application support (if needed), environmental review, procurement of contractors, contract management, labor standards, financial management, citizen participation, and full project close-out. Regular coordination with City staff, engineers, and DED will ensure seamless implementation.

**4. Cost of Services Grant Writing Services:** \$3,000 flat fee (billed \$1,500 upon signing contract and \$1,500 upon submission of the grant application).

**Administration Services** (contingent upon award of the \$500,000 CDBG grant): \$30,000 total (\$10,000 flat fee + 4% of the \$500,000 CDBG award = \$20,000).

**Payment terms:** Invoices submitted monthly or upon completion of major milestones, payable from CDBG administrative funds. Contracting for grant writing and administration will occur separately, with costs clearly defined in each contract.

### 5. References from Previous Clients of Related Work Within the Past Five Years

- **Greater Lake of the Ozarks CVB** – Heather Brown, Executive Director | (573) 348-1599 | [heather@funlake.com](mailto:heather@funlake.com) Project: ARPA public facility infrastructure administration.
- **Camden County** – Patrick Wolf, Road & Bridge Administrator Phone: (573) 346-4474 | Email: [patrick\\_wolf@camdencountymo.gov](mailto:patrick_wolf@camdencountymo.gov) Project: CDBG Dry Hollow Road (\$634,000, 2023–2024)
- **City of Stoutland** – Vicki Morrow, City Clerk Phone: (417) 286-4503 | Email: [cityofstoutland@gmail.com](mailto:cityofstoutland@gmail.com) Project: CDBG Demolition (\$116,188, 2024–present)

### 6. Documentation of Compliance with E-Verify Requirements

Jonsie, LLC is enrolled and in good standing with E-Verify.  
Company ID Number: 2424834  
Approval Date: April 11, 2024  
E-Verify Memorandum of Understanding (MOU) is attached.

This proposal is valid through July 31, 2026.

We are excited about the opportunity to support the City of Fayette's Street Improvement project and look forward to delivering the same high level of service our current and past clients have come to expect.

Warm regards,

*Joni L. Wansing*  
*Joni L. Wansing*

**Joni L. Wansing**

Grant Specialist Jonsie, LLC

573-207-9673

[grants.jonsie.llc@gmail.com](mailto:grants.jonsie.llc@gmail.com)

**Attachments:**

- E-Verify Memorandum of Understanding (MOU)
- Camdenton Chamber of Commerce Recommendation Letter
- Jonsie, LLC Capability Statement



Company ID Number: 2424834

**Approved by:**

<b>Employer</b> Jonsie LLC	
<b>Name (Please Type or Print)</b> Joni L Wansing	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 04/11/2024
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 04/11/2024



Company ID Number: 2424834

<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
<b>Company Name</b>	Jonsie LLC
<b>Company Facility Address</b>	108 Casco Court Four Seasons, MO 65049
<b>Company Alternate Address</b>	PO BOX 2104 LAKE OZARK, MO 65049
<b>County or Parish</b>	MILLER
<b>Employer Identification Number</b>	862199721
<b>North American Industry Classification Systems Code</b>	541
<b>Parent Company</b>	
<b>Number of Employees</b>	1 to 4
<b>Number of Sites Verified for</b>	1 site(s)



July 1<sup>st</sup>, 2025

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To Whom It May Concern,

I am pleased to provide this reference letter for Jonsie, LLC, owned and operated by Joni Wansing, with whom I have had the privilege of working with in multiple professional capacities.

As a board member of the Lake of the Ozarks Council of Local Governments (LOCLG), I oversaw Joni Wansing's work as a grant specialist for the council. Joni demonstrated exceptional expertise in grant writing, administration, and project management, successfully securing and managing funds for several regional initiatives. Her meticulous attention to detail, compliance with federal and state regulations, and proactive communication ensured that projects were completed on time and within budget. Joni's contributions were instrumental in advancing the council's mission to support community development.

Additionally, I am familiar with Jonsie, LLC through its active membership and participation in Camdenton Chamber of Commerce events. Joni and her firm consistently engage with the local business community, showcasing professionalism, reliability, and a commitment to fostering economic growth in Camden County. Her presence at chamber events reflects Jonsie, LLC's dedication to building strong community partnerships.

Most recently, as a board member of the Camden County Ag & Youth Enrichment Council (CCAYEC), I was part of the decision to seek out Jonsie, LLC's grant research services. Our board hired Jonsie, LLC in April 2025 to identify funding opportunities aligned with our mission to support agricultural and youth programs. Joni Wansing, through Jonsie, LLC, has expertly guided the Camden County Ag & Youth Enrichment Council in recognizing the critical need for a business plan and preliminary engineering report to strengthen our pursuit of funding from federal and state agencies. Her strategic insight has clarified the specific requirements of our project, enabling us to identify applicable funding opportunities. Additionally, Jonsie, LLC remains committed to collaborating with our organization to explore other funding avenues, ensuring a comprehensive approach to securing resources. Her thorough analysis and clear communication have positioned us to strategically advance our project's funding goals.

I wholeheartedly recommend Jonsie, LLC for any grant-related services. Joni Wansing's expertise, professionalism, and community-focused approach make her firm an outstanding partner for organizations seeking to secure and manage funding.

Sincerely,

K.C. Cloke

CCAYEC Board Member, LOCLG Board Member

Executive Director of the Camdenton Chamber of Commerce



## Capability Statement: Jonsie, LLC

Jonsie, LLC, a women-owned grant consulting firm, specializes in grant research, writing, and administration for municipal infrastructure projects, delivering tailored funding solutions for municipalities. Our expertise ensures compliance with federal and state regulations, maximizing funding success for water/wastewater, roads, and bridge projects.

## Core Competencies

- Strategic grant research for FHWA, CDBG, USDA Rural Development, Missouri DNR, and state programs.
- Compelling grant proposals aligned with agency missions.
- **Comprehensive grant administration**, including environmental reviews (24 CFR Part 58), financial management (2 CFR Part 200), and reporting.
- Stakeholder engagement and compliance with Section 3, Davis-Bacon, and civil rights regulations.

## ❖ Differentiators

- ❖ **Women-Owned Business:** Certified WOSB, supporting diversity goals in grant applications.
- ❖ **Environmental Expertise:** Certified Environmental Specialist (2021), ensuring compliance for infrastructure projects.
- ❖ **Proven ARPA & CDBG Success:** Secured millions in funding for rural Missouri over five years.
- ❖ **Seamless Collaboration:** Integrates engineering plans with tailored grant strategies, reducing administrative burdens.

## Past Performance

### Camden County – CDBG Dry Hollow Road (\$634,000, 2023-2024)

Administered a CDBG project to pave 1.6 miles of gravel road, ensuring compliance with environmental reviews (24 CFR Part 58), Davis-Bacon labor standards, and financial reporting.

**Contact:** Patrick Wolf, Road & Bridge Administrator, (573) 346-4474, [patrick\\_wolf@camdencountymo.gov](mailto:patrick_wolf@camdencountymo.gov)

### City of Iberia – CDBG Wastewater (\$750,000, 2022-present)

Wrote and managed a CDBG grant for wastewater system upgrades, coordinating with Missouri DED and DNR.

**Contact:** Edith Long, City Clerk, (573) 793-2300, [cityclerk@cityofiberia.org](mailto:cityclerk@cityofiberia.org)

### City of Stoutland – CDBG Demolition (\$116,188, 2024-present)

Secured and administers a CDBG grant, ensuring compliance with procurement, civil rights, and financial management.

**Contact:** Vicki Morrow, City Clerk, (417) 286-4503, [cityofstoutland@gmail.com](mailto:cityofstoutland@gmail.com)

## Corporate Data

**Founded:** 2021

**SAM UEI:** KB2ZXMN9A618

**CAGE Code:**145G1

**EIN:** 86-2199721

**NAICS:** 541611 (Administrative Management and General Management Consulting Services)

**Socio-Economic Certifications:**  
Small Business Administration-  
Women-Owned Small Business  
(WOSB)

Missouri Office of Equal Opportunity-  
Women-Owned Business (WBE)  
# 23705

**Payment Terms:** Net 30

**E-Verify:** Enrolled, Company ID  
2424834, Approved April 11, 2024

**Certifications:**  
Environmental Specialist (2021)

**Trainings:**  
CDBG Administration (5 years)  
The Ultimate Grant Proposal  
Blueprint: 16- Hour Video Course

## Contact

Joni Wansing, Grant Specialist

Email: [grants.jonsie.llc@gmail.com](mailto:grants.jonsie.llc@gmail.com)

Phone: 573-207-9673

Address: Po Box 2104

Lake Ozark, Mo

65049-2104



104 Bishop Drive, Eldon, MO 65026  
(573) 480 – 9832  
[syjohnson2911@gmail.com](mailto:syjohnson2911@gmail.com)  
[grants-by-design.org](http://grants-by-design.org)

**Grants by Design, LLC**

*Working together to build a better tomorrow.*

---

## **REQUEST FOR PROPOSAL - OVERVIEW**

### **The specialized experience and technical competence of the firm with respect to CDBG grant administration.**

*I annually attend CDBG training and am familiar with policies and procedures. I am ready to work closely with the City of Fayette and fulfill the duties of the CDBG writer and administrator.*

*I am aggressively researching and expanding my knowledge daily. I hold a master's degree in English, and I am confident in my technical skills and writing competency.*

*I am also WBE, LPA and ROW Negotiation certified.*

### **The past record of performance of the firm with respect to such factors as accessibility to clients, quality of work, and ability to meet schedules.**

*I successfully wrote the CDBG application and administered the project for multiple cities and submitted them for approval in a timely fashion. I was able to address any issues or concerns as they arose, and I am confident in my administration abilities and will work hard for the City of Fayette.*

*I have also written various grants for other local cities in a timely manner.*

*In addition, I check my email and voicemail several times a day. I take pride in my work and my ability to perform at a high standard. I am able to adapt to busy time schedules and meet deadlines in a timely manner.*

WBE Certified

MoDOT LPA / ROW Certified

## **The capability of carrying out all aspects of grant related activities**

*I am familiar with municipalities and their daily operation, which will be an asset to my services. I am an avid researcher and active listener, and I am confident in my ability to carry out all aspects of grant related activities from technical capacities and regulations compliance to the on-site field work.*

## **Cost of services**

*Grant Writing: \$500*

*Grant Administration: \$35,000*

## **References from previous/current clients of related work with the firm within the past five years**

*Lisa Lawless – City Administrator of Windsor, MO*

*(660) 647 - 3512*

*[admin@cityofwindsormo.com](mailto:admin@cityofwindsormo.com)*

*Jan Wyatt – City Clerk of Russellville, MO*

*(573) 782 - 3511*

*[clerk.russellvillemo@outlook.com](mailto:clerk.russellvillemo@outlook.com)*

*Scott Vogler, PE – MECO Engineering (other various grant application completion)*

*(573) 893 - 5558*

*[svogler@mecoengineering.com](mailto:svogler@mecoengineering.com)*

## **Documentation of compliance with E-Verify requirements**

*Please see enclosed document.*

Yvette Johnson, Owner / Writer / Administrator  
Grants by Design, LLC  
[syjohnson2911@gmail.com](mailto:syjohnson2911@gmail.com)

## Case Detail

# You're authorized to work!

EMPLOYMENT AUTHORIZED

E-Verify Case Number 2025002161545GF

### **Congratulations!**

Self Check confirmed that you are eligible to work in the United States. For more information on how we were able to confirm your work eligibility, read below.

## Work Authorization Details

Self Check compared the information you provided to U.S. government records and can confirm that, based on the information you provided, you are eligible to work in the United States.

If you are hired today by an E-Verify participating employer and you use the same documents and information provided, you will likely be instantly work authorized when your employer checks your information using E-Verify.

In the event that you are not instantly work authorized, please work with your employer to ensure that your information was entered correctly and, if necessary, follow the step outlined by E-Verify to resolve any issues.

This doesn't mean that you are guaranteed to pass through E-Verify without issue. A number of things can happen between now and when a future employer checks your information using E-Verify that may cause you to get a mismatch. Those things include name changes, citizenship status changes, expiration of work authorization, or simple data entry error when your employer is entering your information into E-Verify. It is important that you keep your records up to date with the government to ensure an accurate employment verification process.



**HaloRRS**

Response & Recovery Solutions

*Trusted Advisors When You Need It Most*

## **REQUEST FOR PROPOSALS**

**Fayette, Missouri**

**CDBG Grant Administrative Services**

**April 22, 2026**

### **Prepared By:**

Dr. CJ Huff,

Halo Response and Recovery Solutions

CJ@HaloRRS.com | [www.HaloRRS.com](http://www.HaloRRS.com) |

(417) 434-8311





April 21, 2026

Mati Rogers  
Fayette City Clerk  
117 South Main  
Fayette, Missouri 65248

Dear Ms. Rogers:

I am pleased to submit this proposal in response to the request for proposal (RFP) for the Community Development Block Grant (CDBG) Grant Administrator for the City of Fayette's \$500,000 Street Improvement project. The team at HaloRRS brings experience working with communities across the United States, ensuring compliance with federal and state grant programs and maximizing awards and reimbursement of eligible costs.

HaloRRS is a woman-owned, Missouri-based, small business with diverse capabilities including grant writing and management, project management, communications, technical assistance, debris monitoring, insurance claim adjusting, temporary facilities, and more. We take pride in our team—experienced professionals who have guided municipalities through the full lifecycle of federally funded infrastructure projects, from application development through final closeout. We will collaborate closely with Fayette to ensure that every dollar of CDBG funding is put to work efficiently, compliantly, and in service of the community's long-term infrastructure goals.

The "Why?" behind the mission of HaloRRS is simple - to provide communities with trusted advisors, needed resources, and effective solutions to support community development, vitality, and resilience. The depth of experience within our team enables HaloRRS to scale support for the City of Fayette at every step in the process.

I am confident that HaloRRS's experience in CDBG administrative services and our familiarity with state and federal guidelines and regulations make us an ideal partner for the City of Fayette.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads 'Charles J. Huff'. The signature is written in a cursive style.

Dr. Charles J. Huff  
Director, Business Development, HaloRRS

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## GRANT ADMINISTRATION EXPERIENCE

### Introduction



HaloRRS brings a wealth of expertise in community planning, grant management, regulatory compliance, and program administration. The City of Fayette will benefit from our experience guiding communities through complex funding processes, developing effective grant applications, and ensuring compliance with regulations while maximizing resources for long-term impact.

We offer a full spectrum of planning consulting services to support Fayette's Community Development Block Grant (CDBG) grant writing, program administration, reporting, and compliance efforts. Our approach emphasizes technical expertise, collaboration, and proactive problem-solving to help the City:

- Develop and execute citizen participation plans that meet Missouri CDBG public hearing requirements, document the project's benefit to residents, and foster community engagement.
- Clarify eligible activities under the CDBG Street Improvement category, including documentation of the national objective and eligible cost components.
- Prepare impactful and compelling grant applications.
- Establish processes to manage awards in compliance with federal, Missouri and local (town) guidance and regulations.
- Provide strategic budgetary guidance and performance evaluation for ongoing projects.

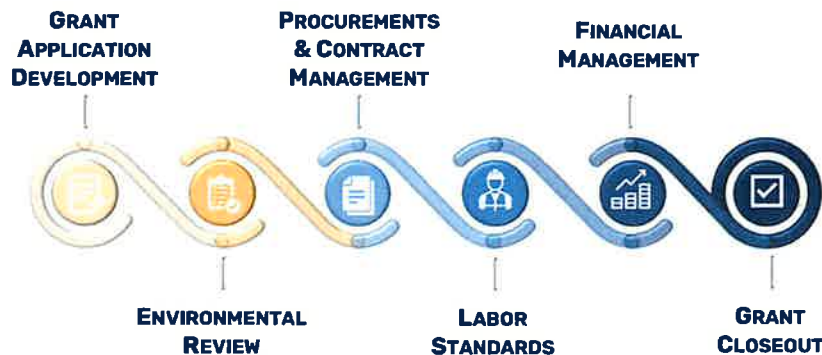
What sets HaloRRS apart is not just that we know these requirements, it is that we have executed them under demanding conditions. Our team has administered federal compliance frameworks totaling hundreds of millions of dollars, under multi-agency oversight, with compressed timelines and zero margin for error. We have emerged from those engagements with clean audits, satisfied clients, and a depth of institutional knowledge. The City of Fayette deserves a grant administrator who has been pressure-tested at the highest levels of federal scrutiny, and that is exactly what HaloRRS delivers.

### Grants Management Approach

The City of Fayette will benefit from HaloRRS' successful management of large-scale projects funded under various federal programs, including Community Development Block Grant (CDBG). We prioritize accountability and transparency in every phase of grant administration, ensuring that each project not only meets regulatory standards but also achieves meaningful outcomes for the communities we serve. Throughout the project lifecycle, we maintain clear, organized documentation that supports:

- Eligibility and reasonableness of costs
- Alignment of expenses to the approved project budget and scope
- Compliance reviews, monitoring, and audits
- Final reconciliation and project closeout.

Our capacity for securing funding is a cornerstone of our success. HaloRRS has a proven track record in grant writing, having secured tens of millions of dollars in funding for communities. Our ability to navigate complex federal, state, and private funding processes ensures that the necessary resources are available to support community development and infrastructure projects, from initial planning through final implementation. Our team’s commitment to delivering high-quality results while keeping communities at the center of our efforts ensures that all projects are executed with precision, care, and long-term sustainability in mind.



## Grant Application Development

HaloRRS delivers end-to-end CDBG grant support, combining sharp needs analysis, cross sector project strategy, and compliance ready documentation to help communities secure and successfully manage Street Improvement funding. Our approach is data driven, aligned with local priorities, and built on clear communication and disciplined timeline management, ensuring applications are strong, complete, and submission ready. This includes:

- **Needs Assessment and Strategic Alignment:** Conducting data rich needs assessments, including demographic and Low-and Moderate-Income (LMI) analysis, and aligning the project with broader goals across public infrastructure, transportation access, and the economic mobility of low- and moderate-income residents—demonstrating the national objective documentation expected for CDBG Street Improvement projects.
- **Narrative and Budget Development:** Developing clear, persuasive narratives tied to CDBG criteria and preparing fully eligible, well supported budgets that reflect quality, responsiveness, and readiness for federal review.
- **Sustainability Planning and Compliance Support:** Strengthening long-term sustainability strategies and organizational capacity documentation while coordinating with environmental review, procurement, financial oversight, labor standards, and other teams to ensure comprehensive compliance across required administrative areas.
- **Project Timelines and Communication:** Managing structured timelines, maintaining consistent communication, and ensuring all materials are prepared early for review, supporting evaluation factors related to performance, accessibility, and reliability

When Fayette's application lands on the reviewer's desk, it will be complete, compelling, and built to win.

## Environmental Review

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Environmental review under 24 CFR Part 58 is one of the first critical-path activities for any CDBG-funded project. No funds may be committed, and no construction may begin until the review is complete, and a Release of Funds has been approved. For Fayette's street improvement project, HaloRRS will manage this process from start to finish, including:

- **Level of Review & Environmental Review Record:** Determining the appropriate level of review based on the project scope, then preparing a complete ERR documenting all required environmental factors – floodplain management, wetlands, historic preservation (Section 106), endangered species, noise, hazardous materials, and other applicable categories. We coordinate directly with the State Historic Preservation Office (SHPO) and other local, state, and federal agencies to obtain required clearances. For street improvement projects, we pay particular attention to floodplain management, historic preservation (Section 106) for any work within established rights-of-way, and noise impacts—factors that commonly require additional coordination for linear infrastructure projects.
- **Public Notice & Release of Funds:** Managing the combined Finding of No Significant Impact/Notice of Intent to Request Release of Funds (FONSI/NOI-RROF) public notice process, ensuring compliance with required comment periods, and supporting the City's submission of the Request for Release of Funds (RROF) to the state.
- **Ongoing Compliance:** Ensuring that any conditions or mitigation measures identified during the review are incorporated into project plans, monitored during construction, and documented in a file that is organized and ready for state monitoring.

With HaloRRS managing the environmental review process, the City will not lose a day of construction time to an avoidable compliance gap.

## Procurement & Contract Management

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Proper procurement under 2 CFR 200 is the foundation of a defensible grant file. For the City of Fayette, HaloRRS will provide support across the full procurement lifecycle:

- **Solicitation & Selection:** Preparing RFPs, IFBs, and evaluation criteria that meet federal and state requirements for full and open competition. We ensure solicitation documents include all required federal provisions (Equal Opportunity, Section 3, Debarment and Suspension) and that the evaluation process is fully documented – including independent cost estimates, documented outreach efforts, and conflict-of-interest certifications.
- **Contract Execution:** Reviewing contract terms to ensure inclusion of required federal provisions, including Davis-Bacon wage requirements, bonding thresholds, and termination clauses. We work with the City and its legal counsel to ensure contracts are properly executed before work begins.
- **Contract Administration:** Monitoring contractor performance, reviewing pay applications and change orders for eligibility and reasonableness, and maintaining organized contract files that are audit-ready throughout the life of the project.

The result is a procurement file that is defensible from bid advertisement through final payment, and a contractor relationship that starts on solid regulatory ground.

## Labor Standards

CDBG-funded construction projects are subject to Davis-Bacon and Related Acts prevailing wage requirements. HaloRRS has direct experience monitoring labor standards compliance on federally funded construction projects totaling over \$500 million. Our labor compliance support for the City will include:

- **Pre-Construction Compliance:** Obtaining the applicable wage determination, ensuring it is incorporated into bid documents and contracts, and conducting a pre-construction conference with the contractor to review labor standards requirements, posting obligations, and reporting expectations.
- **Certified Payroll Review:** Reviewing weekly certified payrolls from the general contractor and all subcontractors to verify that workers are classified correctly and paid at or above the applicable prevailing wage rates, including fringe benefits. We identify and address discrepancies early and work with contractors to resolve issues before they become findings.
- **Worker Interviews:** Conducting on-site employee interviews to verify payroll accuracy and confirm that wage determination postings are visible and current at the job site.
- **Restitution & Enforcement:** In the event of underpayment, coordinating the restitution process to ensure affected workers are made whole and that corrective actions are documented in the project file.



*Funding for infrastructure projects, secured grants, bond issuances, disaster relief, insurance proceeds, and other channels*

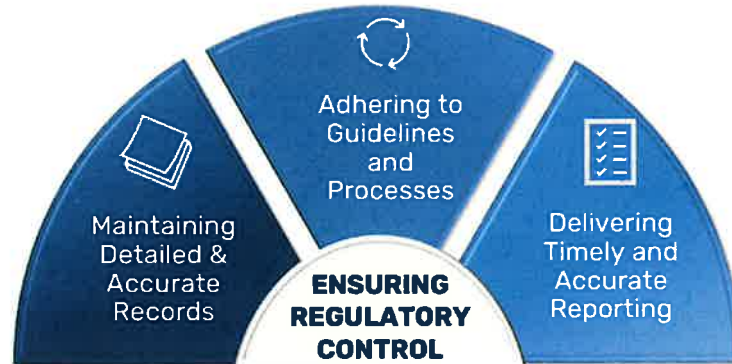
With HaloRRS monitoring every certified payroll and conducting every worker interview, Fayette's Davis-Bacon compliance will be airtight, protecting the City, the project, and the workers who build it.

## Financial Management

HaloRRS provides financial management support designed to ensure that all CDBG expenditures are properly documented, allocable to eligible activities, and compliant with the cost principles under 2 CFR 200 Subpart E and Missouri CDBG program requirements. Our support for Fayette will include:

- **Grant Accounting & Cost Tracking:** Assisting the City of Fayette in establishing a grant accounting framework that tracks CDBG funds separately from other sources, with cost categories aligned to the approved budget and the state's reporting requirements.
- **Expenditure Review & Drawdowns:** Reviewing invoices and supporting documentation to verify eligibility and reasonableness before submitting drawdown requests through the state's grant management system. All drawn downs are fully traceable to an approved budget line item with adequate backup.
- **Reporting & Audit Readiness:** Preparing periodic financial reports as required by the Missouri Department of Economic Development and maintaining organized records throughout the project lifecycle so the City is prepared for monitoring visits, Single Audits, and any other review of grant expenditures.

Every dollar drawn down will be fully documented, fully traceable, and fully defensible, and when the auditors arrive, the City's records will speak for themselves.



## Grant Closeout

HaloRRS approaches closeout as a structured milestone rather than an afterthought. Our goal is to ensure Fayette's project file is complete, all compliance requirements are satisfied, and the closeout package is submitted within required timelines. By maintaining closeout readiness throughout the project, HaloRRS ensures the City avoids delayed or incomplete closeouts that can result in audit findings or complications with future grant eligibility. Our closeout support includes:

- **Final Reconciliation:** Reconciling all project expenditures against the approved budget, ensuring drawdowns match actual costs, resolving any discrepancies, and preparing the final financial status report.
- **File Review:** Conducting a comprehensive review of the complete project file, including environmental, procurement, labor standards, financial, and civil rights documentation, to identify and resolve any gaps before the state's final review.
- **Closeout Submission:** Compiling final performance and beneficiary reports, preparing the closeout package, and submitting to the Missouri Department of Economic Development. We coordinate with the City to obtain required certifications and respond to any state follow-up until the grant is formally closed.

HaloRRS's disciplined approach to closeout means Fayette will cross the finish line cleanly, on time, and with its reputation for grant compliance fully intact and its eligibility for future CDBG funding protected.

## PAST PERFORMANCE

HaloRRS brings a proven record of managing complex, federally funded construction projects under the same regulatory frameworks that govern Missouri CDBG Street Improvement programs. Each of the projects below required full compliance with 2 CFR 200 procurement standards, Davis-Bacon and Related Acts prevailing wage monitoring, 24 CFR Part 58 environmental review, and HUD financial management requirements. These are not adjacent skills; they are the exact competencies the City of Fayette needs from its grant administrator. The scale and complexity of our project experience means that Fayette will have a team that has done this before, at higher stakes, and delivered well.

Our expertise includes:

- **Grant Writing:** Ensuring that submission documents include all required information and are developed in a collaborative, inclusive environment.
- **Grant Administration & Compliance:** Ensuring adherence to federal and state regulations, cost principles, and performance standards.
- **Financial Management:** Assisting with budget planning, cost allocation, and financial reporting to optimize funding usage.
- **Environmental Compliance:** Preparing Environmental Review Records (ERRs) and ensuring compliance with 24 CFR 58.
- **Program Implementation & Monitoring:** Providing oversight and performance tracking to ensure program success.

Our team has successfully managed large-scale grant-funded projects, helping local governments, communities, and school districts nationwide navigate regulatory complexities, streamline administrative processes, and develop sustainable strategies that align with community priorities.

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### Wynne (AR) Tornado Recovery

**Relevance:** Grant Administration Support; Technical Assistance; Audit Readiness; Grant Writing; Procurement under 2 CFR 200; Environmental Review (24 CFR 58)

**Period of Performance:** March 2023 - present

#### Description

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HaloRRS is currently leading federally funded recovery and mitigation efforts for Wynne Public Schools following the devastation of their high school campus by a tornado in March 2023. Our team has worked closely with local leaders to develop a comprehensive recovery strategy, ensuring financial sustainability and regulatory compliance.

HaloRRS is currently supporting Wynne Public Schools, managing all aspects of hazard mitigation—including planning/construction, roof retrofitting, building hardening, and safe room construction. Our expertise in navigating federal, state, and local regulations ensures that these projects are executed efficiently and comply with all funding requirements. To date, HaloRRS has secured over \$62 million in funding to assist Wynne Public Schools in their recovery efforts. Through a collaborative and solutions-driven approach, HaloRRS has worked closely with the district to rebuild stronger facilities, restore normalcy, and create a

safe and vibrant learning environment for students and staff. Key activities in this effort include:

- **Emergency Response Planning.** HaloRRS designed a comprehensive Emergency Response Plan (ERP) to ensure the safety and preparedness of students and staff during natural disasters, emergencies, and crises. Our team conducted detailed risk and vulnerability assessments, authored the ERP, developed and led training sessions for staff, created a communications department and risk communications processes, and deployed a real-time communication system for alerts and updates.
- **Disaster Relief Coordination.** HaloRRS coordinated construction and disaster relief efforts, providing timely support, mobilizing resources, and ensuring effective financial management and disaster response. This included building strategic partnerships across the community, designing and implementing a volunteer training program, exploring grant and mitigation opportunities, providing construction management services, managing activities related to the FEMA Grants Portal, providing inventory tracking and control, and providing full financial management of disaster-related funds.
- **Grant Writing.** HaloRRS secured over \$1 million in federal, state, and local grant funds for mental/behavioral health and safety/resiliency upgrades.

This project required full compliance with CDBG regulations, including procurement under 2 CFR 200, Davis-Bacon prevailing wage monitoring, and Environmental Review Record preparation—the same compliance framework that governs Fayette’s street improvement project.

## Accessibility to Clients

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HaloRRS demonstrated strong accessibility to clients throughout the Wynne project by maintaining open and consistent communication. Our project lead provided timely responses to client inquiries (within 24 hours), conducted daily check-ins with the client, and remained available to address questions and concerns as they arose. This approach ensured the client remained informed, supported, and confident throughout all phases of the project, contributing to the successful and efficient delivery of services.

## Quality of Work

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HaloRRS delivered a high quality of work, adhering to all applicable FEMA guidelines, regulatory requirements, and client expectations. Our team ensured accuracy, thorough documentation, and attention to detail in all deliverables, while maintaining consistency and professionalism. This commitment to quality resulted in zero findings on the school’s most recent audit (December 2025).

## Ability to Meet Schedules

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HaloRRS demonstrated a strong ability to meet schedules by effectively managing timelines, prioritizing tasks, and maintaining proactive communication with the client. Our team meets every other week face-to-face in an OAC (owner-architect-contractor) meeting which includes client, architect, and construction management, to ensure coordination across all phases of the work. This disciplined approach ensured timely delivery of services and supported the overall success of the project.

## Perry County (MO) School District 32 Tornado Recovery

**Relevance:** Grant Administration Support; Technical Assistance; Financial Management; Grant Writing; Infrastructure/Construction Project

**Period of Performance:** March 2025 - present

### Description

HaloRRS was on the ground within hours of the tornado outbreak that impacted communities in East/Southeastern Missouri in March 2025. HaloRRS has been integrally involved in the recovery of the Perry County School District (PCSD) 32. As a result of our partnership with the district, they have received over \$25 million in insurance reimbursement and are supporting local efforts to rebuild their high school using a combination of insurance proceeds, local funding, FEMA obligated funding, Hazard Mitigation Grant Program (HMGP) funding, as well as other sources.

- **Emergency Response Support.** HaloRRS provided substantial support in the early hours, days, and weeks following the disaster, providing technical expertise and guidance to leadership.
- **Temporary Facilities.** We worked in collaboration with the PCSD 32 team to provide a temporary high school campus for over 750 students to ensure learning continued despite the disaster.
- **Insurance Recovery.** HaloRRS facilitated insurance recovery resulting in a settlement of more than \$20 million higher than the initial settlement offer.
- **Long-Term Facilities and Recovery Support.** We continue to be engaged with the district providing cost estimating services, debris monitoring, and collaborating on funding opportunities to rebuild the high school.

HaloRRS's management of federally funded construction activities for PCSD 32 included contractor oversight, pay application review, and change order management directly applicable to the administration of a CDBG-funded street construction project.

### Accessibility to Clients

HaloRRS maintained open and consistent communication throughout the project. We were available by phone when requested and were able to meet in person with Perryville staff within a day of request. Our team provided responses to all inquiries within 24 hours, conducted biweekly check-ins with FEMA staff pending their availability, and remained readily available to address questions and concerns, ensuring the district stays informed, supported, and confident throughout all phases of the project.

### Quality of Work

HaloRRS has delivered a high quality of work throughout the Perryville School District project. Our team has demonstrated a commitment to accuracy, consistency, and continuous improvement, resulting in reliable outcomes that supported Perryville's goals and overall project success.

## Ability to Meet Schedules

HaloRRS demonstrated a strong ability to meet schedules throughout the Perryville School District project by effectively managing timelines, prioritizing tasks, and maintaining consistent progress. We have met all key deadlines and milestones, and all requests for information (RFIs) from FEMA are responded to within 48 hours of receipt.

## West Memphis (AR) School District Flood Recovery

**Relevance:** Grant Administration Support; Technical Assistance; Financial Management; Federal Compliance and Review

**Period of Performance:** April 2025 - present

### Description

HaloRRS continues to be involved in the recovery effort following the catastrophic flooding along the Mississippi River Delta that severely impacted West Memphis, AR. The West Memphis School District encountered damage at their special education and technology facility. HaloRRS is assisting the district in navigating its hazard mitigation needs, which is a challenge given the fact the building has been flooded four times in recent history.

- **Emergency Response Support.** HaloRRS provided inventory management and documentation services in support of insurance recovery and FEMA Public Assistance.
- **Long-Term Recovery Support.** Our team continues to work closely with the school system to maximize their recovery opportunities. We have been involved in providing guidance and technical assistance related to mitigation and rebuilding in close coordination with FEMA and the Arkansas Department of Emergency Management.

### Accessibility to Clients

HaloRRS has demonstrated strong accessibility to clients throughout the ongoing West Memphis School District project by maintaining open and consistent communication. Our team provides timely responses (within 24 hours of request), conducts daily check-ins with the District, meets with FEMA every three weeks pending their availability, and remains readily available to address questions and concerns, ensuring the district stays informed, supported, and confident as the project progresses.

### Quality of Work

HaloRRS has demonstrated a high quality of work by adhering to best practices, maintaining strong attention to detail, and ensuring all deliverables meet or exceed expectations. In recognition of our quality work with West Memphis, we have been asked to support them with additional recovery work and to conduct an assessment of FEMA 50% rule.

### Ability to Meet Schedules

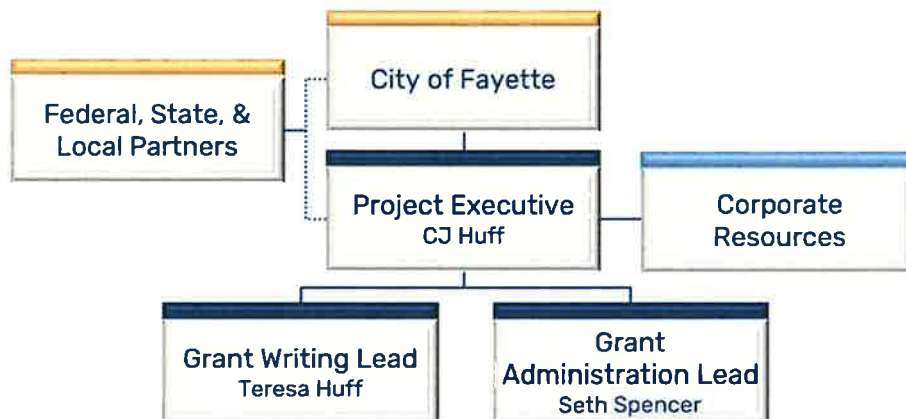
HaloRRS has demonstrated a strong ability to meet schedules throughout the ongoing West Memphis School District project by effectively managing timelines, prioritizing tasks, and maintaining steady progress. Our team continues to meet key deadlines and milestones, ensuring the project advances efficiently while maintaining a high standard of quality.

## GRANT-RELATED CAPABILITIES

### Management Approach

Because the City will execute separate contracts for grant writing and grant administration, and because administrative services remain contingent on award of CDBG funds, HaloRRS has established flexible project management frameworks that can support phased engagement and rapid mobilization once funding is secured. Our administrative team is experienced in stepping into projects immediately upon award, ensuring timely initiation of environmental reviews, procurement steps, and pre-construction compliance actions in accordance with CDBG timelines.

As a small business, we prioritize each client’s needs with a high level of attention, responsiveness, and accountability. Our size allows clients direct access to the owners of the company, not layers of bureaucracy. HaloRRS’s Project Executive is one of the company’s owners and has the authority to quickly rally resources to address emerging needs, shifting priorities, or unforeseen challenges. This hands-on approach enables us to remain flexible and deliver solutions that can meet not only known but unforeseen issues.



*HaloRRS's management approach provides Fayette with a flexible approach that ensures appropriate resources are available to meet every need.*

We implement a RACI (Responsible, Accountable, Consulted, Informed) model that assigns ownership for deliverables, prevents duplication of effort, and eliminates documentation seams. Our reporting cadence and tracker structure establish a common operating picture, so all contributors remain aligned, and Town leadership receives consistent, decision-oriented updates. The HaloRRS team resolves any identified issue within 24 hours to ensure that schedules are adhered to and to keep grant-funded community development projects moving forward.

Our team members are provided with the tools and resources they need—when they need them—to complete their work. This includes having access to subject matter experts that bring specialized knowledge and skills. HaloRRS’s project management team’s promise to the

City of Fayette is that we will provide the right team and access to the right people with the right skillsets and experience at the right time.

The Project Executive is responsible for ensuring that all deliverables meet our established quality processes. HaloRRS’s approach to quality is grounded in accuracy, accountability, and accessibility. Our culture expects every member of the team to be responsible for ensuring that all engagements, work, and deliverables meet or exceed quality standards of our clients and is empowered to raise and address issues that may impact the project outcomes.



*HaloRRS's approach to quality management ensures exceptional client deliverables*

## Staff Qualifications

Our approach brings a dedicated, multidisciplinary team to support each phase of the process. HaloRRS’s project manager serves as the central point of oversight, ensuring continuity, coordination, and alignment from initiation through completion. Our project manager serves as the primary point of contact for the City and is supported by subject matter experts who are strategically engaged at key milestones (e.g., application development, process development) to provide specialized knowledge, technical guidance, and best practices. This model gives the City of Fayette a team that maintains a big-picture perspective while delivering targeted expertise at every stage, ensuring efficient, high-quality execution.

Fayette will have access not only to the key personnel referenced below, but our complete bench of experts. These include, but are not limited to technical editors and writers, communication specialists, data analysts, economic developers, and construction managers.

**Dr. C.J. Huff**  
Project Executive



- As Superintendent of Joplin Schools, led recovery efforts after the 2011 tornado, including writing and managing an \$11 million CDBG-DR project and a \$3.1 million EDA-DR project.
- Served as a Senior Advisor to the U.S. Department of Health and Human Services for Hurricanes Harvey, Irma, Maria, and Michael; Lahaina, HI, wildfires; South Delta, MS, and Wynne, AR, tornadoes; supported economic recovery for 2017 Missouri flooding.
- Provides guidance on nurturing community partnerships, proactive preparedness, fostering a culture of resilience, and creating supportive environments that prioritize the well-being of vulnerable populations.

**Teresa Huff**  
Grant Writing Lead



- Creator and host of *Grant Writing Simplified*, a top global podcast with over 150 episodes and more than 100,000 downloads, her show ranks in the top 5% of podcasts worldwide.
- Secured over \$12 million in successful grant funding for nonprofit organizations.
- Worked with Home Invest, Midwest Equity Partner, and Calhoun Ventures, overseeing hundreds of property rehabs, coordinating between contractors and stakeholders, managing budgets, and sourcing loans for real estate investors.
- Advanced Certified Nonprofit Professional (ACNP).

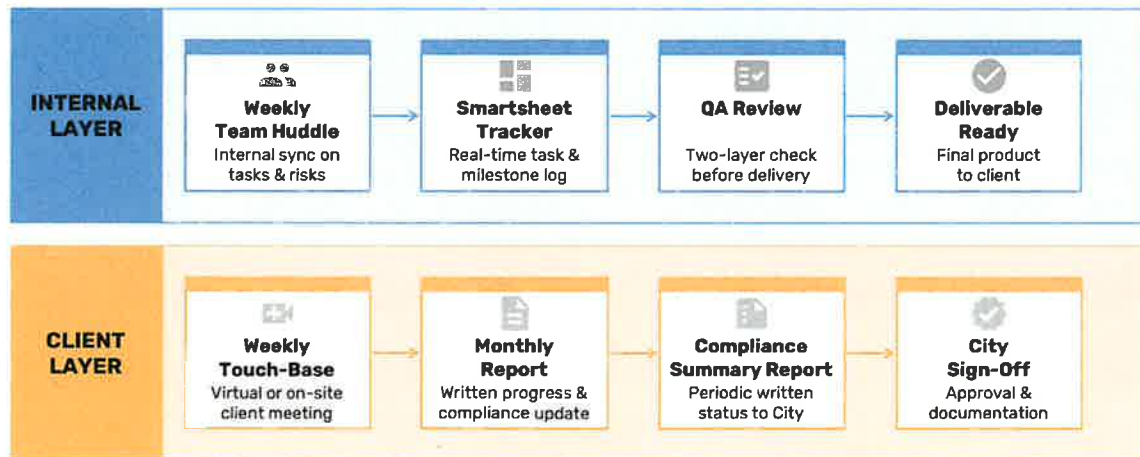
**Seth Spencer**  
Administration Lead



- Expertise in CDBG programs, with a strong focus on labor compliance, HUD reporting, and stakeholder engagement.
- Developed Action Plans and provided project management for the Joplin's CDBG-DR allocations totaling over \$150 million.
- Submitted 14 FEMA-PA projects for Categories A, B, and E totaling over \$2 million following Hurricane Beryl.
- Reviewed certified payrolls from construction contractors and subcontractors to ensure Davis Bacon Act & prevailing wage compliance for projects totaling over \$50 million.
- Developed procedures to track COVID-19 costs and meet FEMA-PA and HHS compliance requirements.

## Method of Delivery

HaloRRS delivers services through a structured, remote-first model with on-site presence as project needs demand. Our core team operates across multiple time zones, enabling extended availability and rapid response to Fayette's needs throughout the life of the program. We have successfully delivered similar projects in the past with a focus on communication, document management, and staffing flexibility.



*HaloRRS Method of Delivery – Operational Framework*

### THE HALORRS ADVANTAGE

- ⇒ The City of Fayette can be confident that HaloRRS brings more than administrative capability to this engagement—we bring a genuine commitment to your community's success.
- ⇒ Our team has administered federal compliance programs, and we bring deep expertise, clean audits, and zero learning curve to the City.
- ⇒ From the first day of application development through final closeout submission to the Missouri Department of Economic Development, our team will serve as a trusted extension of City staff, ensuring that every compliance requirement is met, every dollar is accounted for, and every milestone is achieved on time.
- ⇒ Our woman-owned, Missouri-based team combines hands-on federal grant experience, rigorous financial management, and direct accessibility, meaning Fayette will always have a knowledgeable partner available at any time.
- ⇒ We understand that a \$500,000 CDBG Street Improvement investment represents far more than a construction project; it is an investment in the safety, connectivity, and long-term vitality of your residents. HaloRRS is ready to protect that investment at every step.

## COST OF SERVICES

### Grant Writing Services

Providing professional grant writing services that include project intake, research and data gathering, community needs assessment, LMI documentation, narrative development, budget development support, coordination with administrative and compliance team, preparation of a submission-ready CDBG Street Improvement Application. The scope covers reasonable revisions. Grant writing services do not include grant administration, environmental review, procurement, labor standards compliance, or post-award management.

*\$12,500*

- The estimated labor cost to prepare the grant is \$10,500, with a not-to-exceed value of \$12,500.
- Travel and other direct costs (ODCs) will be billed as outlined in the Grant Administrative Services below.

### Grant Administrative Services

#### Labor

The following fee schedule represents the hourly rates for the team assigned to this RFP. Upon award, our leadership team will meet with the City to confirm and finalize the project scope and required level of effort.

Role	Hourly Rate
Project Executive (PE)	\$175
Project Manager (PM)	\$135
Subject Matter Expert (SME)	\$130
Project Analyst (PA)	\$65

#### Travel and Other Direct Costs

Travel and other direct costs (ODCs) will be billed at cost and only after prior approval has been received for the expense.

- Travel costs will be reimbursed based on standard expenses that a prudent person would consider appropriate under similar circumstances. For example, staff will not fly first class or rent luxury vehicles.
- Lodging and meals and incidental expenses will not exceed the standard rate for Missouri established by the U.S. General Services Administration (GSA).
- ODCs require prior approval by the town. As required, HaloRRS will seek multiple bids to ensure the most efficient use of City funds.
- Travel and other direct costs will be passed through to the City with no mark-up.

## REFERENCES

HaloRRS is pleased to provide the following references for three active projects.

### Wynne (AR) School District

<b>Reference</b>	Dr. Kenneth Moore
<b>Phone</b>	(870) 238-5020
<b>Email</b>	<a href="mailto:kennethmoore@wynneschools.org">kennethmoore@wynneschools.org</a>
<b>Brief Description</b>	Comprehensive disaster recovery and resiliency services, FEMA technical assistance, debris monitoring, CDBG and EDA DR grant writing, insurance recovery, inventory reconciliation, and owner's representative in construction management related to the March 2023 tornado that destroyed Wynne High School.

### Perry County (MO) School District #32

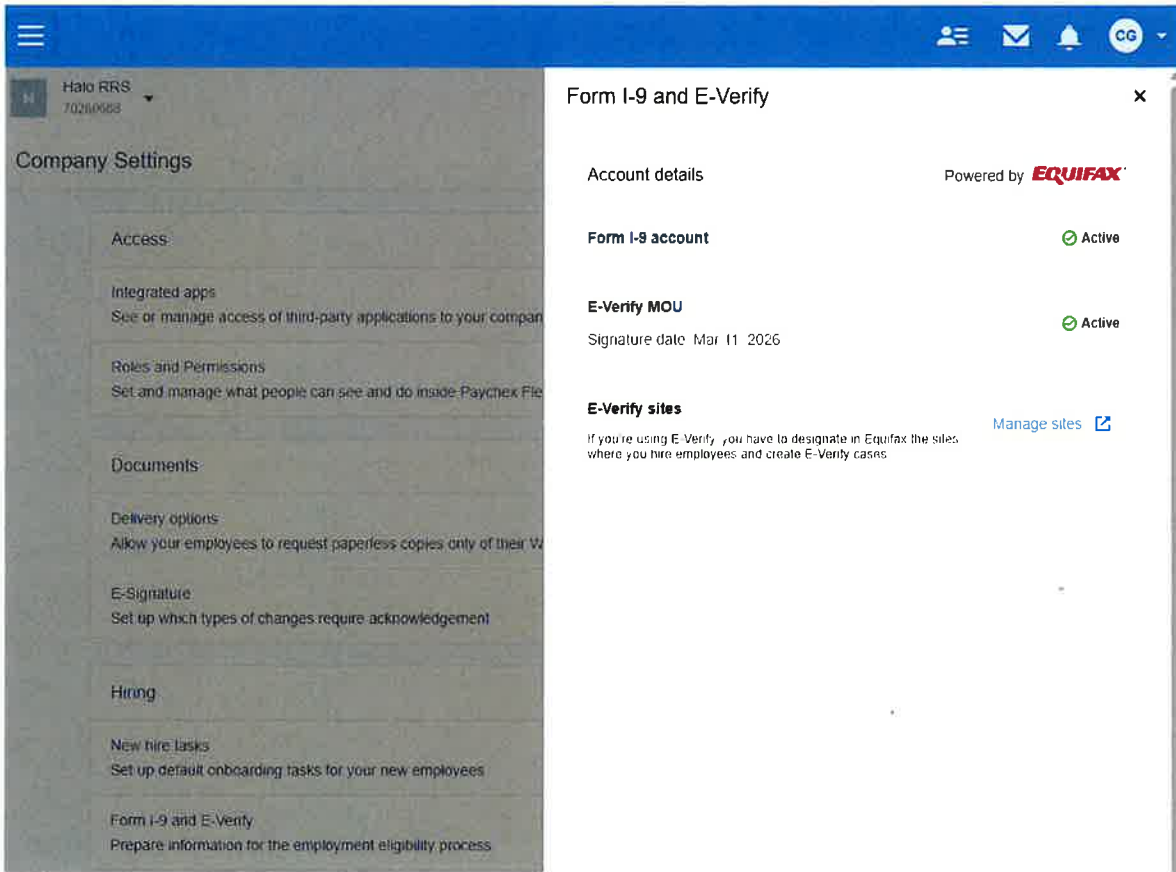
<b>Reference</b>	Dr. Fara Jones
<b>Phone</b>	(573) 318-5959
<b>Email</b>	<a href="mailto:fjones@pcsd32.com">fjones@pcsd32.com</a>
<b>Brief Description</b>	Comprehensive disaster recovery services, FEMA technical assistance, debris monitoring, grant writing, insurance advocacy, temporary facilities, and owner's representative in construction management related to the March 2025, tornado damaged several facilities.

### West Memphis (AR) School District

<b>Reference</b>	Eric Foister
<b>Phone</b>	(931) 801-0534
<b>Email</b>	<a href="mailto:efoister@wmsd.net">efoister@wmsd.net</a>
<b>Brief Description</b>	Comprehensive disaster recovery support providing FEMA technical assistance, inventory reconciliation, grant writing, and insurance advocacy due to the 2025 floods.

# E-VERIFY

HaloRRS' onboarding and employment verification process is managed through our payroll provider, Paychex. The screenshot below shows our onboarding settings and that we have an E-Verify memorandum of understanding signed and active.



The screenshot displays the Paychex HR system interface. On the left, the 'Company Settings' sidebar is visible, with the 'Form I-9 and E-Verify' option selected. The main content area shows the configuration for 'Form I-9 and E-Verify', which is powered by Equifax. The status of the 'Form I-9 account' and 'E-Verify MOU' is shown as 'Active' with green checkmarks. The 'E-Verify MOU' signature date is listed as 'Mar 11 2026'. There is a 'Manage sites' link under the 'E-Verify sites' section.

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## HaloRRS Response: Professional Grant Writing and Administration Services


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**From** Jen Marthia <jen.marthia@halorrs.com>

**Date** Tue 4/21/2026 2:51 PM

**To** Mati Rogers <mrogers@cityoffayettemo.com>

**Cc** C.J. Huff <cj@halorrs.com>; Candy Goodwin <candy.goodwin@halorrs.com>

 1 attachment (3 MB)

[HaloRRS\\_Fayette-CDBG-Grant-Administration.pdf](#)

Caution! This message was sent from outside your organization.

Good afternoon, Ms. Rogers!

Thank you for allowing us the opportunity to respond to your request for proposal for CDBG grant writing and administration services. Our proposal is attached.

I kindly request that you acknowledge receipt of the proposal, and please let me know if there are any issues opening the file.

Thank you for your consideration!

Jen

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**Jen Marthia**  
jen.marthia@halorrs.com



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**RESOLUTION APPROVING PAYMENT OF INVOICES 2026-10**

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Be it Ordained by the Board of Aldermen of the City of Fayette, as follows:

**Section 1:** For the purpose of paying invoices and various accounts against the City of Fayette, which have been allowed by the Board of Aldermen, at the meeting thereof on May 26, 2026, the sum of **\$76,444.33**

General Fund	\$	36,024.79
Electric Fund	\$	19,641.91
Water Fund	\$	14,852.28
Sewer Fund	\$	5,925.35

**Section 2:** The City Clerk is hereby authorized and instructed to draw checks on the respective City bank accounts, in favor of the accounts that have been allowed as above amounting to **\$76,444.33** being the total amount of money appropriated.

**Section 3:** This resolution shall take effect and be in force from and after its passage.

Approved May 26, 2026:

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Greg Stidham, Mayor

Endorsed May 26, 2026: I hereby certify that a sufficient sum of money stands to the credit of the City, unappropriated, in the City Clerk's Payment Fund to meet the requirements of this ordinance.

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Maria Rogers, City Clerk

**CLAIMS REPORT**  
**Vendor Checks: 5/13/2026- 5/26/2026**

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
AIR LINK RURAL BROADBAND 1234	TELEPHONE SERVICE		695.74	44995	5/13/26
AMAZON CAPITAL SERVICES, INC	8 BOXES COPY PAPER		387.16	45003	5/26/26
ANSWER MIDWEST INC	ANSWERING SERVICE		148.40	45004	5/26/26
BARCO MUNICIPAL PRODUCTS, INC.	STREET SIGNS		126.00	45005	5/26/26
BEKKI GALLOWAY	TREE BOARD PURCHASE		146.10	45006	5/26/26
CARD SERVICES	BULLETPROOF VEST		1,860.51	44996	5/13/26
CHRISTENSEN ASPHALT	1 LOAD COLD MIX		1,536.60	45007	5/26/26
CULLIGAN	WATER & COOLER		108.71	44997	5/13/26
FAIRGROUND DEVELOPMENT ASSOC	DONATION FOR FAYETTE POWER PUL		100.00	44998	5/13/26
FAMILY SUPPORT PAYMENT CENTER	GARNISHMENTS		69.23	45002	5/20/26
FIRE SAFETY INC.	ANNUAL EXTINGUISHER INSPECTION		216.00	45008	5/26/26
HERITAGE INSURANCE, INC.	INSURANCE TRUCK		431.00	45009	5/26/26
HOME OIL COMPANY	GAS		428.98	44999	5/13/26
HOWARD COUNTY COMMISSION	RENT FOR PD OFFICE FEB 26		526.50	45010	5/26/26
HSA-M SALAZAR	HEALTH SAVINGS		100.00	28257471	5/20/26
INOVATIA LABORATORIES LLC	LAGOON TEST		310.75	45011	5/26/26
IRS	FED/FICA TAX		11,077.83	28257469	5/20/26
MARTIN MARIETTA MATERIALS	6 LOADS GRAVEL SQUARE PROJECT		2,017.16	45012	5/26/26
MFA AGRI SERVICES	GRASS SEED		117.50	45013	5/26/26
MISSOURI CITY MANAGEMENT	MEMBERSHIP		150.00	45000	5/13/26
MISSOURI DEPT. OF REVENUE	APRIL SALES TAX		7,784.55	28257473	5/20/26
MO DEPT OF REV (PAYROLL)	STATE TAXES		2,535.50	28257470	5/20/26
MOCCFOA	MEMBERSHIP		20.00	45014	5/26/26
O'REILLY AUTOMOTIVE	5 GALLONS OIL, OIL FILTER		314.42	45015	5/26/26
PETTY CASH - JULIE BOWEN	CASH BOX POOL		137.65	45016	5/26/26
EMPLOYEE SCREENING SERVICES	DRUG SCREENING		312.50	45017	5/26/26
TRAVIS WIES	MOWING CEMETARY MAY 26		164.00	45018	5/26/26
VERIZON WIRELESS	M2Z SHARED WATER COMMUNICATION		75.08	45019	5/26/26
WATER & SEWER SUPPLY INC	CTS, COUPLINGS		440.17	45020	5/26/26
WRIGHT'S OIL SERVICE	CITY WIDE GAS		3,755.17	45001	5/13/26
			<b>=====</b>		
Accounts Payable Total			36,093.21		
 Payroll Checks					
-----					
	01 GENERAL		20,013.32		
	02 ELECTRIC		9,205.44		
	03 WATER		7,265.38		
	04 SEWER		3,866.98		
			<b>-----</b>		
Total Paid On: 5/20/26			40,351.12		
			<b>=====</b>		
Total Payroll Paid			40,351.12		
			<b>=====</b>		
Report Total			76,444.33		
			<b>=====</b>		

**CLAIMS REPORT**  
**CLAIMS FUND SUMMARY**

FUND	NAME	AMOUNT
01	GENERAL	36,024.79
02	ELECTRIC	19,641.91
03	WATER	14,852.28
04	SEWER	5,925.35
-----		
	TOTAL FUNDS	76,444.33

**ACCOUNTS PAYABLE CHECK REGISTER**

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
1 #128740 CITY CLERK PAYMENT FND										
44995	5/13/2026	2633	AIR LINK RURAL BROADBAND 1234	695.74						
44996	5/13/2026	2571	CARD SERVICES	1,860.51						
44997	5/13/2026	1324	CULLIGAN	108.71						
44998	5/13/2026	3081	FAIRGROUND DEVELOPMENT ASSOC	100.00						
44999	5/13/2026	1136	HOME OIL COMPANY	428.98						
45000	5/13/2026	2762	MISSOURI CITY MANAGEMENT	150.00						
45001	5/13/2026	2708	WRIGHT'S OIL SERVICE	3,755.17						
45002	5/20/2026	1853	FAMILY SUPPORT PAYMENT CENTER	69.23						
45003	5/26/2026	2828	AMAZON CAPITAL SERVICES, INC	387.16						
45004	5/26/2026	2981	ANSWER MIDWEST INC	148.40						
45005	5/26/2026	1020	BARCO MUNICIPAL PRODUCTS, INC.	126.00						
45006	5/26/2026	9999999999	BEKKI GALLOWAY	146.10						
45007	5/26/2026	2369	CHRISTENSEN ASPHALT	1,536.60						
45008	5/26/2026	1455	FIRE SAFETY INC.	216.00						
45009	5/26/2026	2947	HERITAGE INSURANCE, INC.	431.00						
45010	5/26/2026	1144	HOWARD COUNTY COMMISSION	526.50						
45011	5/26/2026	1835	INOVATIA LABORATORIES LLC	310.75						
45012	5/26/2026	3082	MARTIN MARIETTA MATERIALS	2,017.16						
45013	5/26/2026	1112	MFA AGRI SERVICES	117.50						
45014	5/26/2026	1227	MOCCFOA	20.00						
45015	5/26/2026	1239	O'REILLY AUTOMOTIVE	314.42						
45016	5/26/2026	3083	PETTY CASH - JULIE BOWEN	137.65						
45017	5/26/2026	1883	EMPLOYEE SCREENING SERVICES	312.50						
45018	5/26/2026	1313	TRAVIS WIES	164.00						
45019	5/26/2026	2147	VERIZON WIRELESS	75.08						
45020	5/26/2026	1617	WATER & SEWER SUPPLY INC	440.17						
*	45021	Thru 28257468								
28257469	5/20/2026	2957	IRS	11,077.83			E-PAY			
28257470	5/20/2026	2958	MO DEPT OF REV (PAYROLL)	2,535.50			E-PAY			
28257471	5/20/2026	2997	HSA-M SALAZAR	100.00			E-PAY			
*28257472	(NOT IN SELECTED DATE RANGE)									
28257473	5/20/2026	1213	MISSOURI DEPT. OF REVENUE	7,784.55			E-PAY			

\* See Check Summary below for detail on gaps and checks from other modules.

BANK TOTALS:	
OUTSTANDING	36,093.21
CLEARED	.00
	-----
BANK 1 TOTAL	36,093.21
**VOIDED**	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
01 GENERAL	16,011.47	16,011.47	.00	.00
02 ELECTRIC	10,436.47	10,436.47	.00	.00
03 WATER	7,586.90	7,586.90	.00	.00
04 SEWER	2,058.37	2,058.37	.00	.00

**ACCOUNTS PAYABLE CHECK REGISTER**  
**\*\*\* CHECK SUMMARY \*\*\***

BANK#	BANK NAME	DESCRIPTION
CHECK#		
1	#128740	CITY CLERK PAYMENT FND
44995	Thru 45020	Accounts Payable Checks
45021	Thru 1002140	Gap in Checks
1002141	Thru 1002166	Payroll Checks
28257469	Thru 28257473	Accounts Payable E-Pay

INVOICE	LN	DIST ID	DUE DATE	REFERENCE	PAID AMT	CHECK NO		
0002001	1	1020 01	5/26/26	BARCO MUNICIPAL PRODUCTS, INC. STREET SIGNS	126.00	45005		
				** VENDOR TOTAL **	126.00	126.00	.00	126.00
A358731	1	1112 02	5/26/26	MFA AGRI SERVICES LEATHER GLOVES	32.50	45013		
A629130	1	03	5/26/26	GRASS SEED	85.00	45013		
				** VENDOR TOTAL **	117.50	117.50	.00	117.50
11526	1	1144 01	5/26/26	HOWARD COUNTY COMMISSION RENT FOR PD OFFICE JAN 2	58.50	45010		
20126	1	01	5/26/26	RENT FOR PD OFFICE FEB 2	117.00	45010		
30126	1	01	5/26/26	RENT FOR PD OFFICE MAR 2	117.00	45010		
40126	1	01	5/26/26	RENT FOR PD OFFICE APR 2	117.00	45010		
50126	1	01	5/26/26	RENT FOR PD OFFICE MAY 2	117.00	45010		
				** VENDOR TOTAL **	526.50	526.50	.00	526.50
033126	1	1213 03	4/30/26	MISSOURI DEPT. OF REVENUE MARCH SALES TAX	3400.40	28257472E		
033126	2	02	4/30/26	MARCH SALES TAX	5288.77	28257472E		
				** TOTAL **	8689.17	8689.17	.00	8689.17
043026	1	03	5/20/26	APRIL SALES TAX	3222.78	28257473E		
043026	2	02	5/20/26	APRIL SALES TAX	4561.77	28257473E		
				** TOTAL **	7784.55	7784.55	.00	7784.55
				** VENDOR TOTAL **	16473.72	16473.72	.00	16473.72
8177	1	1227 01	5/26/26	MOCFFOA MEMBERSHIP	20.00	45014		
				** VENDOR TOTAL **	20.00	20.00	.00	20.00
4090-328072	1	1239 01	5/26/26	O'REILLY AUTOMOTIVE JUMP STARTER	99.99	45015		
4090-328740	1	01-1043	5/26/26	GASKET MATERIAL FOR SPLA	9.56	45015		
4090-328988	1	02	5/26/26	5 GALLONS OIL, OIL FILTE	204.87	45015		
				** VENDOR TOTAL **	314.42	314.42	.00	314.42
50126	1	1313 01	5/26/26	TRAVIS WIES MOWING CEMETARY MAY 26	164.00	45018		

INVOICE	LN	DIST ID	DUE DATE	REFERENCE	PAID AMT	CHECK NO		
				1313 TRAVIS WIES				
				** VENDOR TOTAL **	164.00	164.00	.00	164.00
				1455 FIRE SAFETY INC.				
00051609	1	01	5/26/26	ANNUAL EXTINGUISHER INSP	75.00	45008		
00051612	1	01	5/26/26	ANNUAL EXTINGUISHER INSP	141.00	45008		
				** VENDOR TOTAL **	216.00	216.00	.00	216.00
				1617 WATER & SEWER SUPPLY INC				
263158	1	04	5/26/26	8" FERNCO 8" TEE	175.66	45020		
263158	2	03	5/26/26	CTS, COUPLINGS	264.51	45020		
				** TOTAL **	440.17	440.17	.00	440.17
				** VENDOR TOTAL **	440.17	440.17	.00	440.17
				1835 INOVATIA LABORATORIES LLC				
34630	1	04	5/26/26	LAGOON TEST	52.50	45011		
34637	1	04	5/26/26	LAGOON TEST	258.25	45011		
				** VENDOR TOTAL **	310.75	310.75	.00	310.75
				1883 EMPLOYEE SCREENING SERVICES				
166562	1	01	5/26/26	DRUG SCREENING	187.50	45017		
166562	2	01	5/26/26	DRUG SCREENING	62.50	45017		
166562	3	02	5/26/26	DRUG SCREENING	62.50	45017		
				** TOTAL **	312.50	312.50	.00	312.50
				** VENDOR TOTAL **	312.50	312.50	.00	312.50
				2147 VERIZON WIRELESS				
6143323739	1	03	5/26/26	MZZ SHARED WATER COMMUNI	75.08	45019		
				** VENDOR TOTAL **	75.08	75.08	.00	75.08
				2369 CHRISTENSEN ASPHALT				
22023	1	01	5/26/26	1 LAOD COLD MIX	1536.60	45007		
				** VENDOR TOTAL **	1536.60	1536.60	.00	1536.60
				2828 AMAZON CAPITAL SERVICES, INC				
1QCN-4H7D-4WW6	1	01	5/26/26	8 BOXES COPY PAPER	319.76	45003		
1VKL-6XFH-3PWT	1	02	5/26/26	SAFETY GLASSES, BYPASS C	67.40	45003		
				** VENDOR TOTAL **	387.16	387.16	.00	387.16
				2947 HERITAGE INSURANCE, INC.				
000960	1	02	5/26/26	INSURANCE TRUCK CHECK VENDOR # 2888	345.00	45009		

INVOICE	LN	DIST ID	DUE DATE	REFERENCE	PAID AMT	CHECK NO		
-----								
		2947		HERITAGE INSURANCE, INC.				
000960	2	01	5/26/26	INSURANCE MOWER	86.00	45009		
				CHECK VENDOR # 2888				
				** TOTAL **	431.00	431.00	.00	431.00
				** VENDOR TOTAL **	431.00	431.00	.00	431.00
		2981		ANSWER MIDWEST INC				
502705202026	1	01	5/26/26	ANSWERING SERVICE	37.10	45004		
502705202026	2	02	5/26/26	ANSWERING SERVICE	37.10	45004		
502705202026	3	03	5/26/26	ANSWERING SERVICE	37.10	45004		
502705202026	4	04	5/26/26	ANSWERING SERVICE	37.10	45004		
				** TOTAL **	148.40	148.40	.00	148.40
				** VENDOR TOTAL **	148.40	148.40	.00	148.40
		3082		MARTIN MARIETTA MATERIALS				
49129267	1	01	5/26/26	6 LOADS GRAVEL SQUARE PR	1207.89	45012		
49129267	2	03	5/26/26	4 LOADS SQUARE PROJECT	809.27	45012		
				** TOTAL **	2017.16	2017.16	.00	2017.16
				** VENDOR TOTAL **	2017.16	2017.16	.00	2017.16
		3083		PETTY CASH - JULIE BOWEN				
52026	1	01	5/26/26	MO DEPT OF REV	2.17	45016		
52026	2	01	5/26/26	DARREN TINDALL	10.48	45016		
52026	3	01	5/26/26	FPD CARWASH	22.00	45016		
52026	4	01	5/26/26	HOWARD COUNTY CLERK	3.00	45016		
52026	5	01	5/26/26	CASH BOX POOL	100.00	45016		
				** TOTAL **	137.65	137.65	.00	137.65
				** VENDOR TOTAL **	137.65	137.65	.00	137.65
		9999990217		BEKKI GALLOWAY				
22026	1	01	5/26/26	TREE BOARD PURCHASE	146.10	45006		
				** VENDOR TOTAL **	146.10	146.10	.00	146.10
				** E-PAYMENT TOTAL **				16473.72
				** PRINTD CHK TOTAL **				7426.99
				** GRAND TOTAL **	23900.71	23900.71	.00	23900.71

GL ACCOUNT NUMBER	GL ACCOUNT NAME	DEBITS	CREDITS	NET
01-00-1000	CASH ACCOUNT		126.00	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	126.00		
02-00-1000	CASH ACCOUNT		32.50	
02-00-2000	ACCOUNTS PAYABLE	32.50		
03-00-1000	CASH ACCOUNT		85.00	
03-00-2000	ACCOUNTS PAYABLE	85.00		
01-00-1000	CASH ACCOUNT		58.50	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	58.50		
01-00-1000	CASH ACCOUNT		117.00	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	117.00		
01-00-1000	CASH ACCOUNT		117.00	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	117.00		
01-00-1000	CASH ACCOUNT		117.00	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	117.00		
01-00-1000	CASH ACCOUNT		117.00	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	117.00		
01-00-1000	CASH ACCOUNT		20.00	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	20.00		
01-00-1000	CASH ACCOUNT		99.99	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	99.99		
01-00-1043	CASH-SPLASH PARK		9.56	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	9.56		
02-00-1000	CASH ACCOUNT		204.87	
02-00-2000	ACCOUNTS PAYABLE	204.87		
01-00-1000	CASH ACCOUNT		164.00	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	164.00		
01-00-1000	CASH ACCOUNT		75.00	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	75.00		
01-00-1000	CASH ACCOUNT		141.00	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	141.00		
04-00-1000	CASH ACCOUNT		175.66	
04-00-2000	ACCOUNTS PAYABLE	175.66		
03-00-1000	CASH ACCOUNT		264.51	
03-00-2000	ACCOUNTS PAYABLE	264.51		
04-00-1000	CASH ACCOUNT		52.50	
04-00-2000	ACCOUNTS PAYABLE	52.50		
04-00-1000	CASH ACCOUNT		258.25	
04-00-2000	ACCOUNTS PAYABLE	258.25		
01-00-1000	CASH ACCOUNT		187.50	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	187.50		
01-00-1000	CASH ACCOUNT		62.50	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	62.50		
02-00-1000	CASH ACCOUNT		62.50	
02-00-2000	ACCOUNTS PAYABLE	62.50		
03-00-1000	CASH ACCOUNT		75.08	
03-00-2000	ACCOUNTS PAYABLE	75.08		
01-00-1000	CASH ACCOUNT		1536.60	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	1536.60		
01-00-1000	CASH ACCOUNT		319.76	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	319.76		
02-00-1000	CASH ACCOUNT		67.40	
02-00-2000	ACCOUNTS PAYABLE	67.40		
02-00-1000	CASH ACCOUNT		345.00	
02-00-2000	ACCOUNTS PAYABLE	345.00		

GL ACCOUNT NUMBER	GL ACCOUNT NAME	DEBITS	CREDITS	NET
01-00-1000	CASH ACCOUNT		86.00	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	86.00		
01-00-1000	CASH ACCOUNT		37.10	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	37.10		
02-00-1000	CASH ACCOUNT		37.10	
02-00-2000	ACCOUNTS PAYABLE	37.10		
03-00-1000	CASH ACCOUNT		37.10	
03-00-2000	ACCOUNTS PAYABLE	37.10		
04-00-1000	CASH ACCOUNT		37.10	
04-00-2000	ACCOUNTS PAYABLE	37.10		
01-00-1000	CASH ACCOUNT		1207.89	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	1207.89		
03-00-1000	CASH ACCOUNT		809.27	
03-00-2000	ACCOUNTS PAYABLE	809.27		
01-00-1000	CASH ACCOUNT		2.17	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	2.17		
01-00-1000	CASH ACCOUNT		10.48	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	10.48		
01-00-1000	CASH ACCOUNT		22.00	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	22.00		
01-00-1000	CASH ACCOUNT		3.00	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	3.00		
01-00-1000	CASH ACCOUNT		100.00	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	100.00		
01-00-1000	CASH ACCOUNT		146.10	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	146.10		
	GENERAL LEDGER TOTALS	7426.99	7426.99	

ACCOUNT NUMBER	ACCOUNT TITLE	DEBITS	CREDITS	NET
01-00-1000	CASH ACCOUNT	.00	4,873.59	4,873.59-
01-00-1043	CASH-SPLASH PARK	.00	9.56	9.56-
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	4,883.15	.00	4,883.15
02-00-1000	CASH ACCOUNT	.00	749.37	749.37-
02-00-2000	ACCOUNTS PAYABLE	749.37	.00	749.37
03-00-1000	CASH ACCOUNT	.00	1,270.96	1,270.96-
03-00-2000	ACCOUNTS PAYABLE	1,270.96	.00	1,270.96
04-00-1000	CASH ACCOUNT	.00	523.51	523.51-
04-00-2000	ACCOUNTS PAYABLE	523.51	.00	523.51
TRANSACTION TOTALS		7,426.99	7,426.99	.00
FUND	NAME	DEBITS	CREDITS	
01	GENERAL	4,883.15	4,883.15	
02	ELECTRIC	749.37	749.37	
03	WATER	1,270.96	1,270.96	
04	SEWER	523.51	523.51	
TOTALS		7,426.99	7,426.99	