

CITY OF STRAFFORD

BILL NO. 24-13

ORDINANCE NO. 1032

AN ORDINANCE TO AMEND ARTICLE XVII (PARKING) TO LIMIT PARKING AREAS DEFINED AS VEHICLE STORAGE AREAS IN THE CITY OF STRAFFORD, MISSOURI

WHEREAS, Strafford is a community located on I-44 in the Springfield, Missouri metropolitan area where there is routine demand for parcels or portions of parcels which are not open to be public but are used exclusively for the storage of operable vehicles and unoccupied vehicle trailers; and

WHEREAS, these vehicle storage area lots are problematic when they are located off-site from the need-generating principal use and occupy potentially developable sites in Strafford's most important commercial and manufacturing districts.

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

Section 1: The City does hereby amend Section 400.715 (Definitions) as follows:
VEHICLE ACCOMMODATION AREA

That portion of a lot that is used by vehicles for access, circulation, parking, and loading and unloading areas, and parking areas (spaces and aisles). Also see "Off-Street Parking" in Section 400.070.

VEHICLE STORAGE AREA – A lot or portion of a lot not intended to be accessible to the public but used exclusively for the storage of vehicles in usable condition or any type of unoccupied vehicle trailer in usable condition. Said lot shall serve an inventory assembly area for vehicles and trailers not intended to be displayed as merchandise or offered for sale.

Section 2: The City does hereby amend Section 400.750 (Satellite Parking) as follows:

Section 400.750 Satellite Parking.
[Ord. No. 659 §1, 5-2-2011]

I. Vehicle Accommodation Areas

A. If the number of off-street parking spaces required by this Chapter cannot reasonably be provided on the same lot where the principal use associated with these parking spaces is located, then spaces may be provided on adjacent or nearby lots in accordance with the provisions of this Section. These off-site spaces are referred to in this Section as satellite parking spaces.

B. All such satellite parking spaces (except spaces intended for employee use) must be located within four hundred (400) feet of a public entrance of a principal building housing the use associated with such parking, or within four hundred (400) feet of the lot on which the use associated with such parking lot is located if the use is not housed within any principal building. Satellite parking spaces intended for employee use may be located within any reasonable distance.

C. The developer wishing to take advantage of the provisions of this Section must present satisfactorily written evidence that he has the permission of the owner or the other person in charge of the satellite parking spaces to use such spaces. The developer must also sign an acknowledgment that the continuing validity of this permission depends upon his continuing ability to provide the requisite number of parking spaces.

D. Persons who obtained satellite parking spaces in accordance with this Section shall not be held accountable for ensuring that the satellite parking areas from which they obtain their spaces satisfy the design requirements of this Article.

II. Vehicle Storage Areas

A. Intent: Vehicle Storage Areas are distinct from Vehicle Accommodation areas in that they are not intended to be accessed by the general public or used for employee parking but are used as principal or accessory uses for a location to store vehicles or vehicle trailers.

B. Vehicle Storage Areas as Accessory Uses to a Principal Use. A Vehicle Storage Area is permitted as a use on a lot where the principal use is located or on an immediately adjacent lot to where the principal use is located when in compliance with the following requirements:

(1) A Vehicle Storage Area must be within the equivalent zoning district or greater in relation to use intensity as the principal use. By way of example, the Highway Commercial (HC) zoning district is a more use intense zoning district than the General Commercial (GC) zoning district.

(2) Vehicle Storage Areas in non-residential zoning districts (NC, GC, HC, M-1 and M-2) shall meet the bufferyard requirements of Article XVI (Landscaping, Bufferyard and Open Space Requirements) Part II – Bufferyards (Section 400.690 to 400.710).

(3) Vehicle Storage Areas in non-residential zoning districts shall only be required to meet the requirements of Section 400.640 (Landscaped Street Frontage Buffer). Sections 400.645 (Interior Lot Landscaping Requirements) and Section 400.650 (Perimeter Landscaping Between Shared Parking Lots) shall not apply to lots defined as Vehicle Storage Areas.

(4) Vehicle Storage Areas in non-residential zoning districts shall be graded and surfaced with asphalt or concrete in a manner consistent with Section 400.745 (Vehicle Accommodation Area Surfaces).

C. Vehicle Storage Areas on Lots Separate from a Principal Use.

- (1) Vehicle Storage Areas are not permitted unless on the same a lot as the principal use or on an immediately adjacent lot. Immediately adjacent shall be defined as in immediate contact with the property lines of the lot on which the principal use is located. It shall not include lots which are separated by public street right-of-way.
- (2) If the principal use is, or becomes, a nonconforming use, expansion of the Vehicle Storage Area parking facility which is not located on the lot of the principal use is not permitted.

D. Exemptions.

- (1) The storage of commercial vehicles for legitimate on-site agricultural operations as determined by the City Administrator may occur in a Vehicle Accommodation or a Vehicle Storage Area upon written request by the property owner.
- (2) The placement of commercial vehicles owned by local, state, or federal governments, including school districts shall be exempt from the Vehicle Storage Area provisions of this section.

Section 3: The City does hereby amend Table A of Section 400.563 (PERMITTED, ACCESSORY, AND TEMPORARY USE TABLES) by adding the following use category for vehicle storage areas:

Table A – Permitted and Conditional Uses						
Zoning District	Commercial			Industrial & Manufacturing		Use Specific Standards
	NC	GC	HC	M-1	M-2	
COMMERCIAL USES						
Transportation, Vehicles & Equipment Maintenance						

Vehicle Storage Areas	P	P	P	P	P	On site or immediately adjacent lots with Vehicle Storage Areas shall comply with Section 400.750 Subsection I (Vehicle Storage Areas). Vehicle Storage Areas on non-adjacent lots are not allowed.
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Section 4: This ordinance shall be in full force and effect from and after its date of passage.

**PASSED AND APPROVED BY THE STRAFFORD BOARD OF ALDERMEN
THIS 4th DAY OF March, 2024.**

Ashley French, Mayor

ATTEST:

Sandy Strecker
City Clerk

Memo

To: **Stafford Planning and Zoning Commission**
From: **Martha E. Smartt, City Administrator**
 Scott Hanson, AICP – CMT Engineers
Re: **Regulating Vehicle Storage Areas**
Date: **January 9, 2024**

Vehicle Storage Areas are proposed to be defined in the Stafford Zoning Code as follows:

VEHICLE STORAGE AREA – A lot or portion of a lot not intended to be accessible to the public but used exclusively for the storage of vehicles in usable condition or any type of unoccupied vehicle trailer in usable condition. Said lot shall serve an inventory assembly area for vehicles and trailers not intended to be displayed as merchandise or offered for sale.

Staff is concerned about this specific type of parking area that is not intended to be used by the public or employees of a local business but rather serve as inventory assembly areas for vehicles and vehicle trailers that are stored indefinitely on a parcel.

Parking areas that are not of concern include those where automobiles are part of a sales display (e.g. at new or used car dealerships), accessory parking for customers and employees of retail goods and services merchants, and parking areas associated with self-service storage facilities or short-term parking for trucks and recreation vehicles which are titled to a specified owner and street legal.

Parking areas that are a concern, however, are those where vehicle inventory is stored in anticipation of future sale and/or where used vehicles are stored for later mass shipping to sites outside Stafford or the larger Springfield region. These Vehicle Storage Area sites are problematic in communities located next to major highways such as I-44 as they frequently displace “brick and mortar” land uses that could legitimately develop with buildings in prime commercial and industrial zoned areas. As these uses tend to occupy these otherwise vacant lots for extended periods, the underlying property remains under-utilized and unavailable to develop into uses that benefit community residents in the form of job creation, sales and property tax revenue generation, and improved community aesthetics. As a result, uses that would legitimately improve these sites are ushered to the community fringes on less accessible land or to other communities entirely.

To address this, a draft ordinance has been prepared for P&Z discussion purposes to review ways these types of lots can be limited so as to allow for development of these parcels. In short, the attached ordinance provides that “Vehicle Storage Areas” must either be on the same parcel as the principle use OR located on an immediately adjacent lot that touches the principal use. To mitigate visual impacts of large areas of vehicle inventory, that code further requires that these sites meet Stafford’s bufferyard and landscape requirements and be paved with asphalt or concrete, consistent with current code provisions.

Conversely, Vehicle Storage Area not immediately adjacent to the generating use are strictly not allowed. An exception is made for lots that contain government vehicles, such as Public Works vehicles for the

City of Strafford, schools bus lots for Strafford School District, MODOT, and lots containing agricultural equipment for use throughout the various seasons.

The draft ordinance includes an amendment to Section 400.563 Table A, the recently adopted land use table, to clarify that Vehicle Storage Areas are permitted when in conformance with proposed the new section of 400.750 (Satellite Parking).

CITY OF STRAFFORD

BILL NO. 24-14

ORDINANCE NO. 1033

**AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2024 AND
APPROPRIATING FUNDS PURSUANT THERETO
(Change Order #1 – North Old Orchard Sanitary Sewer Replacement)**

WHEREAS, the Budget Officer has presented to the Board of Aldermen an annual budget for the fiscal year beginning October 01, 2023 and ending September 30, 2024; and

WHEREAS, the North Old Orchard Sewer Main repair/replacement will require additional material identified by Change Order #1; and

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

Section 1. The annual budget for the City of Strafford, Missouri for the fiscal year ending September 30, 2024, is adjusted based on the budget amendment attached.

Section 2. Funds are hereby appointed for the objects and purposes of expenditures set forth in said budget.

Section 3. This Ordinance shall be in full force and effect after its passage by the Board of Aldermen and after its execution and approval by the Mayor.

**PASSED AND APPROVED BY THE STRAFFORD BOARD OF ALDERMEN
THIS 20th DAY OF FEBRUARY, 2024.**

Ashley French, Mayor

ATTEST:

Sandy Strecker
City Clerk

EXPLANATION SHEET

Purpose: To approve a FY24 Budget Amendment to appropriate fund balance in the Utility Fund over the original approved budget.

Background: It has been discovered that the North Old Orchard Sewer Main repair/replacement will require some additions identified by Change Order #1. This change order includes an additional 35 tons of asphalt, removal of additional 6.5 loads of dirt, addition of 6.5 loads of extra rock, and associated extra labor and machine time over the base bid. There is no change in contract days associated with the overall project.

This change order for the repair/replacement will put the City of Strafford in good position for the North Old Orchard Drainage Project which is slated for later in FY24.



CHANGE ORDER NO. 1

DATE: January 3, 2024
OWNER: City of Strafford
126 S. Washington Street
Strafford, MO 65757
CONTRACTOR: K & B Equipment, LLC
ENGINEER: Cochran
2804 N. Biagio Street
Ozark, MO 65721
SUBJECT: Change Order No. 1
N. Old Orchard Sanitary Sewer Replacement

ITEM:

- 1. Addition of (35) tons of Asphalt to the Base Bid – N. Old Orchard Sanitary Sewer Replacement at a unit price of \$81.18 per ton totaling **\$2806.29.**
- 2. Addition of (6.5) loads of Dirt Removed to the Base Bid – N. Old Orchard Sanitary Sewer Replacement at a unit price of \$80.77 per load totaling **\$525.00.**
- 3. Addition of (6.5) loads of extra rock added to the Base Bid – N. Old Orchard Sanitary Sewer Replacement at a unit price of \$352.60 per load totaling **\$2291.90.**
- 4. Addition of extra labor and machine time added to the Base Bid – N. Old Orchard Sanitary Sewer Replacement totaling **\$2250.00.**

Original Contract Amount: \$37,450.00
Contractor Amount Prior to Change Order No. 1: \$37,450.00
Net Addition to Contract (Change Order No. 1): \$ 7,873.19
New Contract Amount: \$45,323.19

There is no change in contract days associated with the work included in this change order.

This Change Order shall in no way allow the Contractor to make claims against the owner for additional payment or additional contract days to complete the work described in this Change Order. The change in Contract amount shall be all inclusive of the work described in this Change Order.

City of Strafford
OWNER (Firm Name)
126 S. Washington Street
ADDRESS (Line 1)
Strafford, MO 65757
ADDRESS (Line 2)

K & B Equipment, LLC
CONTRACTOR (Firm Name)
815 Mccord Branch Rd
ADDRESS (Line 1)
Crane, MO 65633
ADDRESS (Line 2)

Cochran
ENGINEER (Firm Name)
2804 N. Biagio Street
ADDRESS (Line 1)
Ozark, MO 65721
ADDRESS (Line 2)

BY (Signature)

(Typed Name)

BY (Signature)

(Typed Name)

BY (Signature)

(Typed Name)

DATE

DATE

DATE

END CHANGE ORDER NO. 1

**City of Strafford, Missouri
Budget Amendment
Fiscal Year 2024**

BA 24-006

REVENUE

Account	Account Name	Original Budget	Bud Adjustment	Amended Budget	Comments
800-800-49900-0000	Fund Balance Appropriation	\$ 241,977	\$ 7,873	\$ 249,850	Increase FY24 Budget to reflect additional fund balance appropriation
		\$ 241,977	\$ 7,873	\$ 249,850	

EXPENDITURE

Account	Account Name	Original Budget	Bud Adjustment	Amended Budget	Comments
800-850-65210-0000	Repairs & Maintenance, Sewer Collection System	\$ 87,450	\$ 7,873	\$ 95,323	6" Sewer Main Replacement on Old Orchard Road Change order required for add'l asphalt, dirt removal, and base rock.
		\$ 87,450	\$ 7,873.00	\$ 95,323	

Balance \$ -

CITY OF STRAFFORD

BILL NO. 24-15

RESOLUTION NO. 24-06

A RESOLUTION OF THE CITY OF STRAFFORD, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE PROFESSIONAL DESIGN SERVICES AGREEMENT WITH COCHRAN FOR PROFESSIONAL ENGINEERING SERVICES FOR NORTH DOGWOOD STORMWATER IMPROVEMENTS

WHEREAS, the City of Strafford desires to enter into agreement for Professional Design Services for the North Dogwood Stormwater Improvements with Cochran; and

WHEREAS, the project work will include professional engineering services including planning and design, and construction phase inspection of the desired stormwater improvements for North Dogwood; and

WHEREAS, the total cost for the professional services shall be:

- for engineering planning and design services, \$27,200.00, which amount shall not be exceeded except by amendment; and
- for engineering construction phase, \$2,600.00, which amount shall not be exceeded except by amendment; and
- for engineering inspection services, \$8,600.00 which amount shall not be exceeded except by amendment; and
- \$38,400.00 (total); and

WHEREAS, the Board hereby approves the City Administrator to sign/execute the contract which shall be in substantially the same form.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Aldermen of the City of Strafford, Missouri, as follows:

The City of Strafford Board of Aldermen does hereby approve the City Administrator to sign Professional Design Services Agreement with Cochran for professional civil engineering services as described above.

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF STRAFFORD, MISSOURI, THIS 20th DAY OF February, 2024.

Ashley French, Mayor

ATTEST:

Sandy Strecker, City Clerk



February 9, 2024

Ms. Martha Smartt
City of Strafford
126 South Washington Avenue/PO Box 66
Strafford, MO 65757

SENT VIA: Email
(ca@straffordmo.net)

RE: Proposal – Professional Design Services for the North Dogwood Stormwater Improvements
Strafford, MO

Dear Ms. Smartt:

Thank you for giving Cochran the opportunity to submit this proposal to provide professional design services for the above-referenced project. Construction of this project will be funded via the Missouri Department of Natural Resources Stormwater Infrastructure ARPA Grant. In accordance with our previous discussions, we offer the following professional services:

SCOPE OF SERVICES:

A. Engineering – Planning and Design:

1. Perform a topographic survey of the project area. Survey to include acquiring deeds, surveys and plats for the subject property and adjoining properties; locate monuments and evidence possession; resolve right-of-way along design corridors; determine ground elevations; locate existing improvements within the design corridors; locate existing utilities; establish a benchmark; and preparation of a base drawing in ACAD/Civil 3D format for incorporation into design plans.
2. Design storm drainage improvements along North Dogwood and Croxdale Street per the attached exhibit. The improvements include upgrades to the existing ditches and replacement of existing culverts. Design will include hydraulic modeling and sizing of hydraulic structures.
3. Prepare conceptual, 30%, 60%, and 90% plans for owner review and approval. Plans will include SWPPP, grading plans, storm sewer plans and construction details.
4. Prepare Project Manual for use in bidding and construction. The project manual will contain contract documents (front end documents) and technical specifications. Project Manual will be prepared per ARPA requirements.
5. Prepare final engineer's cost estimate. Participate and assist in pre-bid meeting, bid openings, contractor selection, and pre-construction meeting. Cochran will also prepare a bid tabulation and contractor recommendation letter.

B. Engineering – Construction Phase/Inspection:

The Engineer will serve as the City's representative for administering the terms of the construction contract between the City and their contractor. Engineer will endeavor to protect the City against

8 East Main Street
Wentzville, MO 63385
Phone: 636-332-4574
Fax: 636-327-0760

737 Rudder Road
Fenton, MO 63026
Phone: 314-842-4033
Fax: 314-842-5957

530A East Independence Drive
Union, MO 63084
Phone: 636-584-0540
Fax: 636-584-0512

1163 Maple Street
Farmington, MO 63640
Phone: 573-315-4810
Fax: 573-315-4811

2804 N. Biagio Street
Ozark, MO 65721
Phone: 417-595-4108
Fax: 417-595-4109

905 Executive Drive
Osage Beach, MO 65065
Phone: 573-525-0299
Fax: 573-525-0298

defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Engineer responsible for the construction methods and procedures used by Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Engineer's services will include more specifically as follows:

1. Cochran will provide site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. The Engineer will accompany City representatives on visits to the project site as requested.
2. Reject work not conforming to the project documents.
3. Prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to work being performed.
4. Review shop drawings, submittals, wage rates, pay applications, and other related items called for in the contract documents.
5. Be present during critical construction operations.
6. An inspector will be on-site as needed to measure payment quantities for solid rock excavation.
7. Participate in final inspection and provide Punchlist.

SERVICES NOT INCLUDED:

1. Environmental/Geotechnical/Wetlands/Flood Studies or Reports
2. Recording and Permit Fees
3. Boundary Survey
4. Full-Time Construction Inspection
5. Easement Document Preparation and Acquisition
6. Construction Stakeout
7. Retaining Wall Design
8. Water Quality Improvements

OWNER'S RESPONSIBILITY:

1. The Owner shall give prompt and thorough consideration to all sketches, drawings, bid documents and other documents laid before him. Prompt decisions will be required if project is to proceed on schedule.
2. Advertisement and receipt of construction bids.
3. General day-to-day review of construction.

FEE:

The total amount of fee to be paid for the professional services outlined in Supplemental Agreement #8 shall be as summarized in the following table:

A. ENGINEERING PLANNING & DESIGN	\$27,200.00
B. ENGINEERING CONSTRUCTION PHASE	\$ 2,600.00
ENGINEERING INSPECTION	\$ 8,600.00
TOTAL	\$38,400.00

The total fee of this proposal may not be exceeded except by amendment.

1. Reimbursable Expenses – Mileage, long distance telephone calls, courier, in-house and out-of-house printing charges, etc. are not included in the above fees and will be billed to the Client at cost. It is estimated that the reimbursable expenses will not exceed **\$250.00**.
2. Any tasks in addition to those specifically described above, will be billed as extras on a time and materials basis using the attached rates.
3. Billing for Cochran fees and reimbursable expenses will be submitted monthly.

PAYMENT:

1. The Owner shall make payment to the engineer in accordance with Section 8.960, RSMo.
2. An invoice for progress payments will be submitted monthly during the performance period of this contract for professional services rendered. It is agreed that monthly progress payments for fees earned under this agreement are due and payable within fifteen (15) days of submission of invoices.
3. Any invoices remaining unpaid beyond fifteen (15) days will accrue interest at the rate of one and one-half (1½%) per month on the unpaid balance.
4. It is further understood that if the project is abandoned, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished.
5. In addition, payment will be due for all reimbursable expenses incurred prior to receipt of written notice or such abandonment or suspension.

TIME OF PERFORMANCE:

We will make every effort to complete the project within the Owner's time frame and according to schedule. Cochran will not, however, be responsible for delays caused by events beyond our control.

Scope of work for Item A will be completed by November 2024. We anticipate construction to be completed by May 2025. Scope of work for Item B will continue until construction is complete. Dates are based on receiving notice to proceed within (30) days of the date of this proposal.

TERMS AND CONDITIONS:

Attached to this proposal is a copy of the Cochran Standard Terms and Conditions. These terms and conditions shall apply to this proposal for professional services, which can also serve as a letter agreement. This document is enclosed for your review and reference.

GENERAL:

The ENGINEER agrees to take steps to ensure that disadvantaged business enterprises (DBEs) are utilized when possible as sources of supplies, equipment, construction, and services as required by 2 CFR 200.321.

The terms and conditions of this contract shall apply to all work performed for the benefit of the project, any contiguous property that may be acquired at a later date, and any work performed off the site that benefits the project (permits, licenses, easements, etc.).

Cochran's reputation is based on understanding and meeting all the project objectives of our clients. We look forward to having an opportunity to demonstrate that responsiveness by providing timely and cost effective professional services.

If you would like to authorize Cochran to perform the professional services outlined in this proposal, please indicate your acceptance of the terms of this letter agreement by signing in the space provided below **AND** initialing **ALL** other pages. Return one (1) copy for our contract files.

If you have any questions or changes regarding this proposal, please contact me at 417-5954108. Thank you.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED AT COCHRAN'S OPTION.

Sincerely,



Timothy Schowe, P.E.
Cochran

Acceptance:
City of Strafford

By: _____

Title: _____

Date: _____

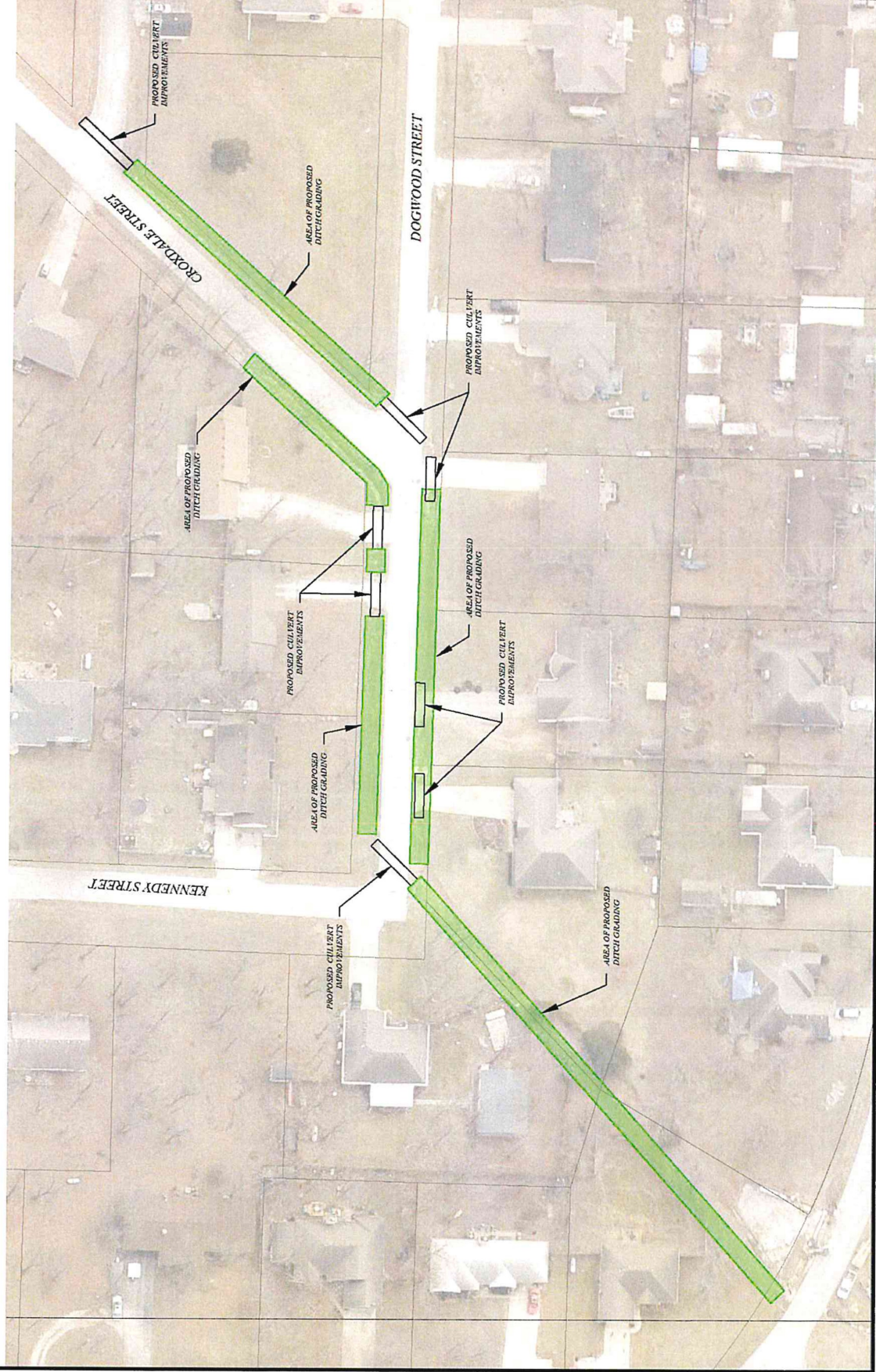
Attachments: Exhibit A
Standard Charge Out Rates
Cochran Terms & Conditions

DOGWOOD STREET STORMWATER IMPROVEMENTS

FEBRUARY 2024

CITY OF STRAFFORD
STORMWATER IMPROVEMENTS
DOGWOOD STREET

NO.	DATE	DESCRIPTION
1	02/20/24	ISSUED FOR PERMIT
2	02/20/24	ISSUED FOR PERMIT
3	02/20/24	ISSUED FOR PERMIT
4	02/20/24	ISSUED FOR PERMIT
5	02/20/24	ISSUED FOR PERMIT
6	02/20/24	ISSUED FOR PERMIT
7	02/20/24	ISSUED FOR PERMIT
8	02/20/24	ISSUED FOR PERMIT
9	02/20/24	ISSUED FOR PERMIT
10	02/20/24	ISSUED FOR PERMIT





2024 Hourly Fee Schedule

The following is a list of hourly rates for our Fee Service Contracts.
Effective January 1, 2024, these rates will apply to all projects performed on a time and expense basis.

<u>Title</u>	<u>Charge-Out</u>
Principal/Vice President	\$ 230.00
Department/Division Manager	\$ 195.00
Senior Project Manager	\$ 185.00
Project Manager	\$ 175.00
Project Engineer 1	\$ 160.00
Project Engineer 2	\$ 150.00
Design Engineer 1	\$ 130.00
Design Engineer 2	\$ 120.00
Design Engineer 3	\$ 110.00
Senior Architect	\$ 175.00
Project Architect 1	\$ 160.00
Project Architect 2	\$ 145.00
Design Architect 1	\$ 135.00
Design Architect 2	\$ 120.00
Managing Surveyor	\$ 160.00
Surveyor 1	\$ 150.00
Surveyor 2	\$ 140.00
Surveyor 3	\$ 125.00
Senior Field Manager	\$ 125.00
Field Manager	\$ 85.00
Inspector	\$ 65.00
MoDOT Certified Technician	\$ 70.00
Engineer/Survey Tech 1	\$ 120.00
Engineer/Survey Tech 2	\$ 110.00
Engineer/Survey Tech 3	\$ 100.00
Engineer/Survey Tech 4	\$ 80.00
Secretary	\$ 80.00
One Man Survey Crew	\$ 140.00

Note:

*Survey Field crew prices will vary depending upon the Survey Tech assigned to the project.
*Overtime rate of 1.5 times the regular rate will be charged for hours worked after 8 hours per day, Saturdays, Sundays, or Holidays.

8 East Main Street
Wentzville, MO 63385
Phone: 636-332-4574
Fax: 636-327-0760

737 Rudder Road
Fenton, MO 63026
Phone: 314-842-4033
Fax: 314-842-5957

530A East Independence Drive
Union, MO 63084
Phone: 636-584-0540
Fax: 636-584-0512

1163 Maple Street
Farmington, MO 63640
Phone: 573-315-4810
Fax: 573-315-4811

2804 N. Biagio Street
Ozark, MO 65721
Phone: 417-595-4108
Fax: 417-595-4109

905 Executive Drive
Osage Beach, MO 65065
Phone: 573-525-0299
Fax: 573-525-0298

COCHRAN STANDARD TERMS AND CONDITIONS

1. Unless expressly stated in the attached proposal letter (“Proposal”), the Proposal must be accepted in writing within thirty days or the Proposal is void and unenforceable.
2. The acceptance of the Proposal is conditioned upon these Terms and Conditions and the terms of the Proposal, which shall be the only terms and conditions applicable to any agreement between Cochran and Client. Requesting performance of the work by Cochran, sending a notice to proceed with the work, or an acknowledgment of the Proposal by the issuance of a purchase order by Client, notwithstanding any terms additional to or different from those contained herein, shall be deemed to be an acceptance of these Terms and Conditions by Client.
3. The Proposal and these Terms and Conditions constitute the entire agreement (“Contract”) between Cochran and the Client for the services identified in the Proposal. All prior proposals, negotiations, representations, recommendations, statements or agreements made or entered into prior to or contemporaneously with this Contract, whether oral or in writing, are superseded by this Contract unless they are expressly incorporated herein by reference. Any terms contained in any communication from Client which are inconsistent with the Contract shall not be binding upon Cochran.
4. Cochran may submit invoices on not less than a monthly basis. Cochran’s invoices are due and payable within fifteen (15) days of the submission of each invoice. Interest will accrue at the rate of one and one-half percent (1.5%) per month on all unpaid invoices from the date payment was due. In the event that Client disputes an invoice, Client will pay the undisputed portion of the invoice and provide a written explanation to Cochran of the basis for Client’s dispute. If Client fails to pay in full any of Cochran’s invoices, Cochran may immediately, without waiving any other rights it may have, suspend work pending resolution of the payment dispute. Client’s failure to pay any of Cochran’s invoices in full shall be considered a material breach of this Contract.
5. Unless specifically stated to the contrary in the Proposal, reimbursable expenses are in addition to the amounts identified for Cochran’s fees for basic and additional services. Reimbursable expenses shall include, but are not limited to: Client-authorized out-of-town travel, transportation, and subsistence expenses; fees paid for securing approval of jurisdictional authorities; postage, courier, or other delivery fees; material costs for models, mock-ups, or other presentation media; photographic film and development expenses.
6. This Contract is binding upon the heirs, successors and assigns of the parties hereto and may not be assigned by either party without the prior written consent of the other party.
7. Nothing in this Contract is intended to create any enforceable third party rights against Client or Cochran.
8. Cochran will perform all of its services consistent with that degree of skill and learning ordinarily used under the same or similar circumstances by the members of Cochran’s profession working in the same locale.
9. If, and to the extent that Cochran’s scope of work includes construction phase services, any such services shall be provided in accordance with and governed by the applicable terms of AIA Document A201 General Conditions of the Contract for Construction, 2007 Edition (“General Conditions”) If there is a conflict between the General Conditions and this Contract, this Contract will control.
10. When making any interpretation or decision as required by the General Conditions, Cochran will not show partiality to any party, and shall not be liable for interpretations or decisions rendered in good faith.
11. Cochran has no responsibility or obligation to supervise or direct the work activities of the Client’s employees and representatives, or any construction contractors, sub-contractors or any of their employees, or other persons not employed by Cochran.
12. Cochran will abide by any job-site safety programs identified in writing by the Client but will not be responsible for job-site safety of any persons not directly employed by Cochran.
13. Cochran has no responsibility or obligation with respect to the construction means, methods, sequencing or procedures of any construction contractors, sub-contractors or any of their employees.
14. Cochran is not responsible for the failure of any contractor to perform work properly and in accordance with any applicable documents, plans, specifications, codes or standards.
15. Cochran is not responsible for the identification of unsafe conditions, nor for the identification, handling, or removal of hazardous and/or toxic substances found on or brought to the site. Prior to the start of work, the Client shall disclose and identify in writing to Cochran, to the best of Client’s knowledge, all hazardous and/or toxic substances located on the site. Client agrees to defend, indemnify and hold Cochran harmless from and against all claims, demands and liabilities of any kind or nature resulting from any hazardous and/or toxic substances that are found on the site and which were not identified by Client – even if not known by Client.

16. Cochran will have no obligation to commence its work until receipt of a written notice-to-proceed from Client and all other information required to be provided by Client. Cochran shall complete its work within any time limits identified in the Proposal. Cochran shall be entitled to an extension of time for performance of its work due to any delays that are due to any cause beyond Cochran's reasonable control. In no event will Client be entitled to any costs, losses, expenses or damages (including, but not limited to, claims or damages attributable to home office overhead costs, loss of profits, loss of business opportunities and/or additional financing costs) as a result of any delay caused or attributable to Cochran.
17. Cochran and Client waive any and all claims against each other for consequential, indirect, incidental and special damages arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work; including, but not limited to, lost profits, loss of business, financing costs, extended home office overhead and similar types of damages.
18. Provided that written notice of a material breach of this Contract has been provided to the defaulting party and the defaulting party has failed to cure or taken reasonable efforts to cure its default within seven (7) calendar days of its receipt of the notice, the non-defaulting party may terminate this Contract by sending notice of termination to the defaulting party.
19. If the Contract is terminated for any reason not attributable to Cochran, Client will pay for the work performed by Cochran up to the date of termination plus all of Cochran's costs related to the termination (e.g., close-out costs, costs of terminating contracts with consultants, etc.).
20. In the event that there are any changes in applicable laws, codes or regulations after the Contract is executed that result in the need for Cochran to perform additional services and/or incur additional costs, Client shall pay Cochran for said services and costs at the rates set forth in the Proposal.
21. All documents and electronic media produced by Cochran under this Contract ("Instruments of Service") shall remain the property of Cochran, and Cochran shall retain all rights to the same, including copyrights, and they may be used by the Client only for the project identified in the Proposal. In the event of the termination of this Contract, the Client shall return the Instruments of Service to Cochran, and the Instruments of Service may not be used by the Client or a third party to complete the project without the written consent of Cochran.
22. Client and Cochran waive all rights against each other, any contractors and other professionals, and any of their respective consultants, contractors, suppliers, subcontractors, agents and employees, for damages caused by perils to the extent covered by insurance, except such rights as they may have to the insurance proceeds.
23. This Contract and the rights of the parties shall be governed by the laws of the State of Missouri.
24. Any claims, disputes, or other matters in question arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, at Cochran's sole election and discretion, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA. A demand for arbitration must be made within a reasonable time, and before the expiration of the applicable statute of limitations. Unless it consents in writing, Cochran may not be joined in any other arbitration involving the same project. The arbitration shall be held where the project is located.
25. In the event of any dispute, claim, arbitration or litigation arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, the prevailing party shall be awarded its attorney's fees, expert witness fees, expenses, arbitration fees and expenses, and court costs at the trial and all appellate levels; including costs and fees related to collection efforts. Determination of which party prevailed shall be made by the judge or arbitrator(s). The determination shall be made by reviewing the claims resolved at trial or arbitration (which excludes any claims resolved prior to the taking of evidence), and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages or obtaining relief and comparing that result to the relief and/or damages requested by that party at the trial or arbitration. If that party received less than 50% of the relief and/or damages it sought, then the other party prevailed. If that party receives more than 50% of the relief and/or damages it sought, then it prevailed. The judge or arbitrator(s) may consider the percentage of recovery when determining the amount of fees and expenses to be awarded to the prevailing party. If more than one claim is presented, then the judge or arbitrator(s) may elect to evaluate who is the prevailing party on a claim by claim basis, or in the aggregate as they deem appropriate. In making the determination of which party prevailed, the judge or arbitrator(s) shall take into consideration any settlement offers or demands made prior to trial or arbitration.
26. **THE TOTAL LIABILITY OF COCHRAN AND ANY OF COCHRAN'S CONSULTANTS FOR ANY ACTIONS, DAMAGES, CLAIMS, DEMANDS, JUDGMENTS, LOSSES, COSTS, OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT OR ARBITRATION COSTS AND FEES) ARISING OUT OF OR RESULTING FROM COCHRAN'S OR ITS CONSULTANTS' NEGLIGENT ACTS, ERRORS, OMISSIONS OR BREACHES OF CONTRACT IS LIMITED TO THE LESSER OF THE CONTRACT PRICE OR THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE MAINTAINED BY COCHRAN AND AVAILABLE TO PAY SAID CLAIM. THIS LIMITATION OF LIABILITY IS APPLICABLE TO ALL CLAIMS THAT MAY BE ASSERTED AGAINST COCHRAN OR ITS CONSULTANTS ARISING OUT OF OR RELATING TO THE PROJECT OR THIS CONTRACT, WHETHER THE CLAIMS ARISE IN CONTRACT, TORT, STATUTE, OR OTHERWISE.**

CITY OF STRAFFORD

BILL NO. 24-16

ORDINANCE NO. 1034

**AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2024 AND
APPROPRIATING FUNDS PURSUANT THERETO
(North Dogwood Stormwater Improvements)**

WHEREAS, the Budget Officer has presented to the Board of Aldermen an annual budget for the fiscal year beginning October 01, 2023 and ending September 30, 2024; and

WHEREAS, a budget amendment is necessary to establish a Project Budget for the North Dogwood Drainage Project and to appropriate DNR ARPA Grant funding of \$202,057.50 and the Fund Balance from the Capital Improvement Sales Tax Fund providing for the remainder, which would be the City's share.

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

Section 1. The annual budget for the City of Strafford, Missouri for the fiscal year ending September 30, 2024, is adjusted based on the budget amendment attached.

Section 2. Funds are hereby appointed for the objects and purposes of expenditures set forth in said budget.

Section 3. This Ordinance shall be in full force and effect after its passage by the Board of Aldermen and after its execution and approval by the Mayor.

**PASSED AND APPROVED BY THE STRAFFORD BOARD OF ALDERMEN
THIS 20th DAY OF FEBRUARY, 2024.**

Ashley French, Mayor

ATTEST:

Sandy Strecker
City Clerk

EXPLANATION SHEET

Purpose: To increase the FY24 Budget to establish a Project Budget for the North Dogwood Drainage Project and to appropriate DNR ARPA Grant funding and Fund Balance from the Capital Improvement Sales Tax Fund for the City's share.

Background: In early 2021, the City of Strafford applied for DNR ARPA grant funds for the purpose of providing for drainage improvements on North Dogwood between Croxdale and Kennedy streets. The City was notified of the grant award and provided grant criteria in late 2021. The City with its engineers at Cochran Engineering have taken steps to comply with the grantor's criteria to move this project forward.

The original cost estimate for the project was approximately \$253,000. In the last couple of years, new information about the project area has resulted in the need to expand the scope of the improvement area. This has resulted in an increase in the cost estimate for the project. Inflation since 2021 has also served to increase the anticipated project cost. The updated cost estimate is approximately \$428,522. The DNR ARPA Grant Revenue will fund \$202,057.50 of the project total.

This Budget Amendment reflects all funding sources and cost estimates for adding this capital improvement project to the FY24 Budget.

**City of Strafford, Missouri
Budget Amendment
Fiscal Year 2024**

BA 24-007

REVENUE

Account	Account Name	Original Budget	Bud Adjustment	Amended Budget	Comments
210-170-46011	Grant Revenue - DNR ARPA		\$ 202,058	\$ 202,058	Grant Award for N. Dogwood Drainage Project
Fund 210	Capital Imp S.T. Fund Balance		237,943		Fund Balance Appropriation for N. Dogwood Drainage Project
		<u>\$ -</u>	<u>\$ 440,000</u>	<u>\$ 202,058</u>	

EXPENDITURE

Account	Account Name	Current Budget	Bud Adjustment	Amended Budget	Comments
210-170-81010-0000	Capital, Engineering	\$ 100,000	\$ (30,000)	\$ 70,000	Reduce Orig Capital Engineering Budget and move to Project Budget
210-170-81010-8400	Capital, Engineering		\$ 40,000	\$ 40,000	Establish N. Dogwood Drainage Project Budget
210-170-81070-8400	Capital, Drainage Improvement		430,000	\$ 430,000	Establish N. Dogwood Drainage Project Budget
		<u>\$ 100,000</u>	<u>\$ 440,000.00</u>	<u>\$ 540,000</u>	

Balance \$ -