



**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
JANUARY 20, 2014
7:00 PM**

- 1. Call to Order & Pledge of Allegiance**
- 2. Roll Call**
 - A. Roll Call**
- 3. Ceremonial Matters**
- 4. Public Participation**
 - A. Public Participation**
- 5. Approval of Minutes**
 - A. Board of Aldermen - Regular Meeting - Jan 6, 2014 7:00 PM**
- 6. Agenda Items**

- A. Council Bill 001: A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH FELD FIRE EQUIPMENT FOR THE PURCHASE OF 1/3 OF THE PERSONAL PROTECTIVE EQUIPMENT (FIREFIGHTER TURNOUT GEAR) IN AN AMOUNT NOT TO EXCEED \$17,532**
 - B. Council Bill 002: A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH SCOTT-RICE OFFICE WORKS FOR THE PURCHASE OF FURNITURE FOR THE NEW POLICE DEPARTMENT BUILDING IN AN AMOUNT NOT TO EXCEED \$43,332.04.**
 - C. Council Bill 003: A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH WESCO FOR THE PURPOSE OF PURCHASING A NEW ABB DISCONNECTING CIRCUIT BREAKER FOR THE NORTH SUBSTATION IN AN AMOUNT NOT TO EXCEED \$53,000**
 - D. Council Bill 004: A RESOLUTION OPPOSING THE PASSAGE OF LAWS BY THE GENERAL ASSEMBLY LIMITING LOCAL CONTROL AND COST RECOVERY FOR USAGE OF CITY-OWNED UTILITY ASSETS**
 - E. Council Bill 005: AN ORDINANCE TO AUTHORIZE THE MAYOR TO EXECUTE A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT BETWEEN THE CITY OF HARRISONVILLE, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE PUBLIC IMPROVEMENT DESIGNATED AS ROUTE 7, CASS COUTNY, JOB J4P2257**
- 7. Aldermen and Committee Reports**
 - 8. Report from the City Administrator**
 - 9. Report from the Mayor**
 - 10. Questions from the Media**
 - 11. Adjourn to Executive Session**
 - 12. Adjourn From Regular Session**

Posted on City Hall Bulletin Board this day of

Kim Hubbard, City Clerk

The Board of Aldermen meeting is an open meeting but is not a meeting of the public. There is a place on the agenda for comments of citizens under PUBLIC PARTICIPATION. Our rule is that

comments by any individual or group shall not exceed (4) minutes. The Board of Aldermen request that concerns be initially addressed at the appropriate action level before coming to the Board of Alderman



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
JANUARY 6, 2014
7:00 PM

1. Call to Order/Pledge of Allegiance

2. Roll Call

Attendee Name	Title	Status	Arrived
Bill Mollenhour	Board Member	Present	
Bret Reece	Board Member	Present	
David Dickerson	Board Member	Present	
Doug Meyer	Board Member	Present	
Ivan Stull	Board Member	Present	
Marcia Milner	Board Member	Present	
Morris Coburn	Board Member	Present	
Stacey Dahlman	Board Member	Absent	
Kevin Wood	Mayor	Present	

Others present: City Administrator Keith Moody, City Attorney Steve Mauer, Finance Director Mike Tholen, Police Chief John Hofer, City Clerk, Kim Hubbard, Public Information Officer Sheryl Stanley, Emergency Services Director Larry Francis, Street Superintendent Rodney Jacobs, Public Works Director Jerry Gibbs, and Assistant Public Works Director Eric Patterson.

3. Ceremonial Matters

None

4. Public Participation

A. Public Participation

Ricky Patel, Liquor/Tobacco and Baskin Robbins, expressed to the Board his disagreement with the late fee he was charged on his electric bill. Mayor Wood stated that staff would look into this.

5. Approval of Minutes

A. Board of Aldermen - Regular Meeting - Dec 16, 2013 7:00 PM

The minutes were approved.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Ivan Stull, Board Member
SECONDER:	Bret Reece, Board Member
AYES:	Mollenhour, Reece, Dickerson, Meyer, Stull, Milner, Coburn
ABSENT:	Stacey Dahlman

6. Agenda Items**A. 2nd Reading--Sales Tax Ballot Options**

City Attorney Mauer read Council Bill 088 by title only for a second time. Alderman Reece commented by passing this Council Bill, the Board gives the residents of Harrisonville the opportunity to decide whether the sales tax is needed. Mr. Moody also reviewed the financial information that he had included in the Board's packet.

Council Bill 088 became Ordinance 3264

RESULT:	ADOPTED [5 TO 2]
AYES:	Mollenhour, Reece, Meyer, Stull, Milner
NAYS:	David Dickerson, Morris Coburn
ABSENT:	Stacey Dahlman

7. Aldermen and Committee Reports

Alderman Meyer stated that an action plan for the sales tax ballot issue is needed and that the Board needs to be a unified front.

Alderman Dickerson inquired about the report that the City of Belton had shared in the *Democrat* regarding their Transportation Increment Financing (TIF) projects, asked if Harrisonville had a report like this, and where could it be accessed. Mr. Moody asked Director Tholen to contact Belton.

Alderman Reece commented on the great job the Street Department did on the streets during the inclement weather. Alderman Reece also commented on the benefit of sharing information in a timely manner, referencing the tree that got cut down and had caused a power outage over the weekend. Alderman Reece stated by having the needed information he was able to respond to some negative comments online.

8. Report from the City Administrator

No report.

9. Report from the Mayor

No report.

10. Questions from the Media

No questions.

11. Adjourn to Executive Session

Alderman Stull made a motion to adjourn to executive session for the purpose of section 610.021 (1), legal actions, 610.021 (2), Real Estate and 610.021 (3), personnel matters. Alderman Meyer seconded the motion and it was approved by the following roll vote:

Ayes: Aldermen Meyer, Coburn, Milner, Dickerson, Reece, Stull and Mollenhour

Nays: None

Absent: Dahlman

Abstain: None

Adjourned to executive session at 7:17 p.m.

Reconvened to regular session at 8:18 p.m.

12. Adjourn From Regular Session

Alderman Reece made the motion to adjourn from regular session. Alderman Stull seconded the motion and it was approved by a voice vote.

The meeting adjourned at 8:19 p.m.

Kevin Wood, Mayor & Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk



STAFF REPORT

TO: Board of Aldermen
FROM: Larry Francis, Director
DATE: January 14, 2014
SUBJECT: Firefighting Turnout Gear

Type of Item: *Contract*

In the 2013 Budget process the Board of Aldermen approved a 3 year replacement plan for the firefighting turnout gear for the firefighters. 12 sets of gear have been purchased and are in service. This will be the second year for the replacement. Another 12 sets of turnout gear are planned for this year upon approval. Turnout gear should be replaced after 10 years of service. The protective materials in the turnout gear breakdown over the years and from the daily wear and tear.

The turnout gear specifications have remained the same from the previous year. This will maintain consistency in the equipment.

Two quotes were received regarding the turnout gear and they are as follows:

- | | |
|----------------|-------------|
| 1. Feld Fire | \$17,532.00 |
| 2. Conrad Fire | \$19,618.00 |

The Public Safety Committee has also reviewed this request. It is the recommendation for the approval and purchase of the turnout gear from Feld Fire for \$17,532.00.

Council Bill No. 001**Resolution No.****A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO
EXECUTE AN AGREEMENT WITH FELD FIRE EQUIPMENT FOR THE
PURCHASE OF 1/3 OF THE PERSONAL PROTECTIVE EQUIPMENT
(FIREFIGHTER TURNOUT GEAR) IN AN AMOUNT NOT TO EXCEED \$17,532**

WHEREAS, the City of Harrisonville has determined that Feld Fire Equipment is able to meet the specifications needed for the protective equipment (turnout gear) for the City of Harrisonville Emergency Services; and

WHEREAS, Feld Fire Equipment agrees to provide the needed equipment for the City of Harrisonville Emergency Services;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI, AS FOLLOWS:

Section 1: That the City Administrator of the City of Harrisonville is hereby authorized and directed to enter into an Agreement with Feld Fire Equipment for the purchase of 1/3 of the personal protective equipment (firefighter turnout gear) in an amount not to exceed \$17,532.

Section 2: That this resolution shall become effective immediately upon its passage and approval.

PASSED AND RESOLVED by the Board of Aldermen and APPROVED by the Mayor of the City of Harrisonville, Missouri this 20th day of January, 2014.

Kevin W. Wood, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 20th day of January, 2014.

6.A.a

CUSTOMER NO.
1292

RETURNED GOODS WILL NOT BE ACCEPTED WITHOUT PRIOR RETURN AUTHORIZATION NUMBER FROM CONRAD FIRE EQUIPMENT. ALL RETURNS ARE SUBJECT TO A RESTOCKING FEE.



Honeywell First Responder Products

Ranger Clothing Specification
2013 Pricing

DRAFT

First Responder Products

SpecID: 6677

Page 1 of 2

Date: 1/8/2014 Distributor: (CONRAD) Conrad Fire Equipment, Inc.

Model No: RNG44B3TA Fire Dept: Harrisonville Fire Dept, MO

To assure you receive this special pricing, the above quote number must appear on all orders referenced to same. Any additions or deviations from original quote must be on order and are subject to additional cost.

Item	Description	Placement
RNGTOS44A	Ranger Tail Outer Shell -7 osy Fusion - Brass	
RNGTTLB	Ranger Tail Thermal Liner -7.4 osy Glide Gold 2 Layer	
RNGTMB3	Ranger Tail Moisture Barrier -4.7 osy Type 2F Crosstech Blac	
CCSTDR-44A	Std-Ranger Chinstrap	
CLNSBZVS-R-44A	Std-Narrow Shield/Neoprene Path Facings Zipper/Velcro	
LNDCR	Std-Liner Detachable - Ranger	
LNSETTE	Std - SET Thermal Enhancement	
PKTLSTD	Std-Liner Label Pocket	
RS-RRSAC	Std-Articulating Rapid Rescue Strap in new coat	
TRC304M-TL	Trim -(4) NEW YORK w/ SET -3" Lime 2-Tone Scotchlite	
LNIPLCR	Inspection Port Liner	
CFCCR-LR	Coat Cuffs -Leather Gray (Ranger)	
PKRD-44A	Radio Pocket -7oz Kevlar/Nomex EWR -Brass	left chest
	9 x 3.5 x 2	
PKRD-FNL	Notch Flap -Left	left chest
PKRD-FNL	Notch Flap -Left	left chest
PKRD-FNR	Notch Flap -Right	left chest
PKRD-44A	Radio Pocket -7oz Kevlar/Nomex EWR -Brass	right chest
	9 x 3.5 x 2	
PKHBLN-44A	Half Hi Bellows Pockets -7oz Kevlar/Nomex EWR -Brass	
	6 x 9 x 1.5	
PKBLC-SEMI	Semi Bellows	
PKMT-44A	Mic Tab -7oz Kevlar/Nomex EWR -Brass	left chest
	above radio pocket	
	1 x 3	
PKMT-44A	Mic Tab -7oz Kevlar/Nomex EWR -Brass	right chest
	above radio pocket	
	1 x 3	

Attachment: Conrad Quote - 2014 Bunker Gear (Firefighting Turnout Gear)


Honeywell First Responder Products

 Ranger Clothing Specification
 2013 Pricing

DRAFT

First Responder Products

SpecID: 6677

Page 2 of 2

Date: 1/8/2014 **Distributor:** (CONRAD) Conrad Fire Equipment, Inc.
Model No: RNG44B3TA **Fire Dept:** Harrisonville Fire Dept, MO

To assure you receive this special pricing, the above quote number must appear on all orders referenced to same. Any additions or deviations from original quote must be on order and are subject to additional cost.

Item	Description	Placement
WWTHKR	Wristlets- Long with turned thumbhole -Kevlar -Ranger	

This quote, which received special pricing in consideration for services you as a dealer provide, cannot be used to offer pricing to any Federal Agency US Military Branch, the National Guard or the Coast Guard. If you receive inquiries from such agencies, please contact your inside customer service representative. Additionally, these prices cannot be used to bid on specs developed by other dealers. Finally, since this special pricing was developed in response to services provided by you for your direct customer, it cannot be used to provide prices to other companies whose purpose would be to re-sell the products

Attachment: Conrad Quote - 2014 Bunker Gear (Firefighting Turnout Gear)



Honeywell First Responder Products

Ranger Clothing Specification
2013 Pricing

DRAFT

First Responder Products

SpecID: 6721

Page 1 of 1

Date: 1/8/2014 **Distributor:** (CONRAD) Conrad Fire Equipment, Inc.
Model No: RNG44B3PA **Fire Dept:** Harrisonville Fire Dept, MO

To assure you receive this special pricing, the above quote number must appear on all orders referenced to same. Any additions or deviations from original quote must be on order and are subject to additional cost.

Item	Description	Placement
RNGPOS44A	Ranger Pant Outer Shell -7 osy Fusion - Brass	
RNGPTLB	Ranger Pant Thermal Liner -7.4 osy Glide Gold 2 Layer	
RNGPMB3	Ranger Pant Moisture Barrier -4.7 osy Type 2F Crosstech Blac	
LNDP	Std-Liner Detachable	
SATUP2SR-44A	Std -Take Up Straps 2 Postman -7oz Kevlar/Nomex EWR -Bra	
TRP307M-TL	Trim- 3" Cuff -Lime 2-Tone Scotchlite	
CLNFV1RHP	Narrow 1" Velcro/Zipper Fly No Hook - Full Access Opening	
KNRNC-LR	Knees Cushioned -Leather Gray	
CFPC-44A	Pants Cuffs -7oz Kevlar/Nomex EWR - Brass	
PKBLP-44A	Bellows Pockets -Pants -7oz Kevlar/Nomex EWR -Brass	
	9 x 9 x 2	
PKRPF-KV	Lined with Kevlar	
SPHBBQI	Basic H-Back Suspenders with Quick Adjust Installed	

This quote, which received special pricing in consideration for services you as a dealer provide, cannot be used to offer pricing to any Federal Agency US Military Branch, the National Guard or the Coast Guard. If you receive inquiries from such agencies, please contact your inside customer service representative. Additionally, these prices cannot be used to bid on specs developed by other dealers. Finally, since this special pricing was developed in response to services provided by you for your direct customer, it cannot be used to provide prices to other companies whose purpose would be to re-sell the products

Attachment: Conrad Quote - 2014 Bunker Gear (Firefighting Turnout Gear)

Quote

Date: January 16, 2014
Quote #: Duane Gerke
Customer ID: 1190700

To: Capt. Duane Gerke Ship to: SAME
Harrisonville Fire Department
903 S. Commercial St.
Harrisonville, MO 64701
816-380-8952

Salesperson	Job	Shipping Method	Shipping Terms	Delivery Date	Payment Term	Due Date
G. Pottberg		Best Way	Carroll, IA		Net 30 Days	

[illegible]

Make all checks payable to Ed M. Feld Equipment Co., Inc.

Thank you for your business!

113 N. Griffith Rd., Carroll, IA 51401 800.568.2403 712.792.6658 sales@feldfire.com

Attachment: Quaker Bunker Gear - Feld Fire - 2014 (Firefighting Turnout Gear)



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: January 16, 2014
SUBJECT: Furniture Purchase for New Police Department

Type of Item: *Approval*

Issue: The purchase of furniture (desk systems, file cabinets, book shelves, chairs, ect.) for the Police Department in conjunction with the completion of the new police department building.

Background: The 2014 City of Harrisonville budget includes \$50,000.00 for furniture for the new Police Department building. As we near completion of the construction of that facility it is time to purchase the needed furniture. We have received furniture proposals from several different local Kansas City vendors. We would recommend the Scott Rice-Office Works proposal for \$43,332.04. Of the proposals received, Scott Rice-Office Works was \$534 higher than the lowest proposal but due to some incompleteness in the lower proposal and our purchasing history with Scott Rice-Office Works I would recommend their proposal. As in the past, a formal bid process is not necessary as we can purchase off the Public Sourcing Solutions Contract or the Johnson County contract which are reflected in the Scott Rice-Office Works proposal. The balance of the furniture budget, \$6667.96 will be used to purchase other items (shelving, cabinets, artwork, ex.) needed in other areas of the building.

The City of Harrisonville has a history of purchasing modular furniture from Scott Rice-Office Works. City Hall (Codes Department) and Emergency Services have both purchased furniture from Scott Rice-Office Works and in 2010 the Police Department purchased new furniture for the basement of the old PD with the intent of moving it to a new facility. This proposal includes the cost for relocation of that furniture.

Recommendation: I would recommend accepting the proposal from Scott Rice-Office Works in the amount of \$43,332.04 for the purchase of furniture for the new Police Department Building.

Council Bill No. 002**Resolution No.****A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO
EXECUTE AN AGREEMENT WITH SCOTT-RICE OFFICE WORKS FOR THE
PURCHASE OF FURNITURE FOR THE NEW POLICE DEPARTMENT
BUILDING IN AN AMOUNT NOT TO EXCEED \$43,332.04.**

WHEREAS, the City of Harrisonville has determined that Scott-Rice Office Works is able to meet the specifications needed for the furniture for the new police department building, and

WHEREAS, Scott-Rice Office Works agrees to provide the needed furniture for the City of Harrisonville police department building;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AS FOLLOWS:

Section 1: That the City Administrator of the City of Harrisonville is hereby authorized and directed to enter into an Agreement with Scott-Rice Office Works for the purchase of furniture for the new police department building in an amount not to exceed \$43,332.04

Section 2: That this resolution shall become effective immediately upon its passage and approval.

PASSED AND RESOLVED by the Board of Aldermen and APPROVED by the Mayor of the City of Harrisonville, Missouri this 20th day of January 2014.

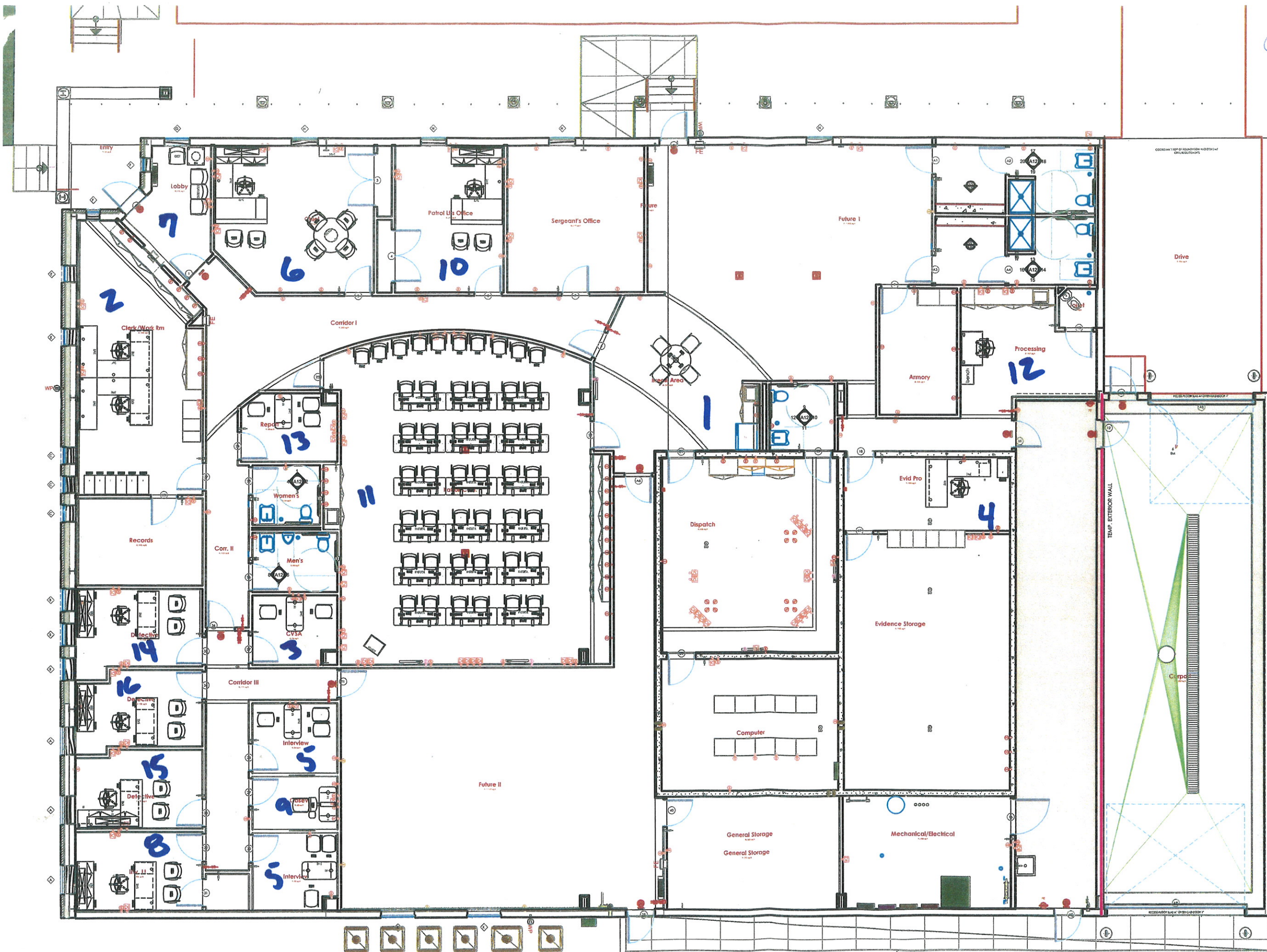
Kevin Wood, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 20th day of January 2014

Room		Scott Rice Office Works
#		
1	Break Room	\$657.58
2	Clerk/Work Room	\$3,729.60
3	CVSA	\$400.12
4	Evidence Processing	\$1,085.14
5	Interview Rooms	\$952.96
6	Chief's Office	\$4,451.14
7	Lobby	\$1,384.27
8	Investigations Lieutenant	\$2,150.23
9	Observation Room	\$452.17
10	Patrol Lieutenant	\$2,462.54
11	Patrol/Conference Room	\$15,408.41
12	Processing	\$632.60
13	Report	\$476.48
14	Detective A	\$2,150.23
15	Detective B	\$1,921.57
16	Detective C	\$0.00
	Installation	\$3,465.00
	Any additonal costs not listed	\$1,552.00
Total		\$43,332.04



Attachment: PD Furniture (Furniture Purchase for New Police Department)

Standard Private Offices



Crew Task Chair
by Steelcase



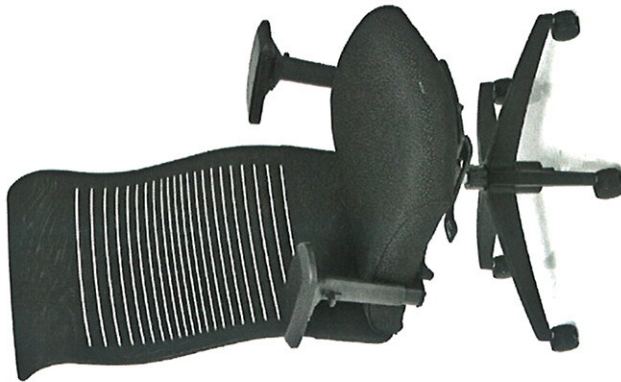
Upholstered Duet Guest Chair
in Private Offices
by Global

All Plastic Duet Guest Chair
in Public Rooms



Kick Workstation
by Steelcase

Chief/Lieutenant Office



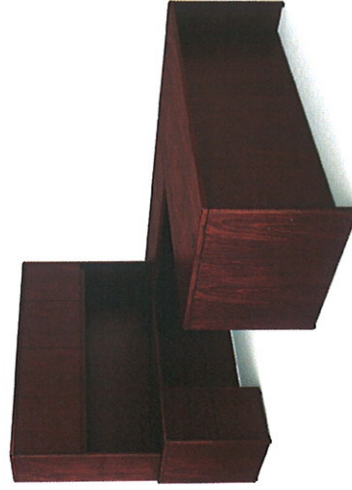
Loover Task Chair
by Global



Duet Guest Chair
by Global



Walden Desk
by Steelcase

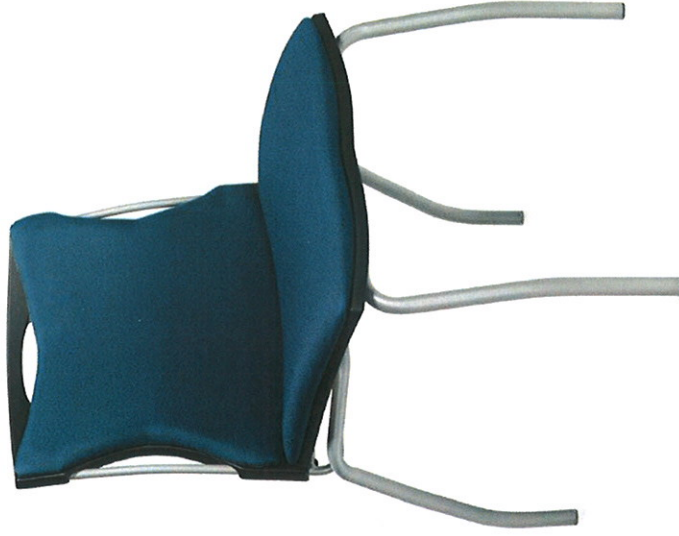


Ventnor Desk
by Global Office To Go

Conference Room



Groupwork Flip/Nesting Tables
by Steelcase



Flex Nest Chairs*
by Global

*Please note: quote reflects a plastic back and an upholstered seat (model 6541)

Lobby



Companion Lobby Furniture
by La-Z-Boy



STAFF REPORT

TO: Board of Aldermen
FROM: Keith Thomas, Director
DATE: December 13, 2013
SUBJECT: North Substation 69KV Circuit Switcher

Type of Item: *Bid***Issue:**

Modifications to the existing 69KV North Substation were approved in the 2012 budget, money re-appropriated into 2013, and will be in 2014. This piece of equipment will be used to replace the existing 69KV Joslyn Circuit Switcher that is currently used. The existing circuit switcher is 40 to 50 years old and has outlived its projected life expectancy by many years.

Background:

Due diligence was given comparing newly manufactured Circuit Switchers to a more modern Disconnecting Circuit Breaker. The Disconnecting Circuit Breaker has many advantages over the standard Circuit Switcher, as shown on the attached spread sheet. There is only one manufacturer of this type of equipment.

ABB Disconnecting Circuit Breaker \$53,000.00

Options:

There is \$586,257 remaining in the 2013 Budget, which will be carried over into 2014. There will be \$533,257 remaining in Account #07-6-0090-4013 for the North Substation Project. The remainder of the budgeted line item will be used to replace existing arresters, switches, insulators, and associated equipment.

Recommendation:

We recommend award of the bid to WESCO for the ABB Disconnecting Circuit Breaker for \$53,000. The delivery is approximately six weeks after award of the contract.

Council Bill No. 003**Resolution No.****A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO
EXECUTE AN AGREEMENT WITH WESCO FOR THE PURPOSE OF
PURCHASING A NEW ABB DISCONNECTING CIRCUIT BREAKER FOR THE
NORTH SUBSTATION IN AN AMOUNT NOT TO EXCEED \$53,000**

WHEREAS, the City of Harrisonville has funds budgeted for a new 69KV circuit switcher for use in the North substation, and

WHEREAS, the ABB Disconnecting Circuit Breaker was determined to better serve the needs of the substation than a circuit switcher

WHEREAS, WESCO was the low bidder for the equipment with a price of \$53,000

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AS FOLLOWS:

Section 1: That the City Administrator of the City of Harrisonville is hereby authorized and directed to enter into an Agreement with WESCO to purchase a new ABB Disconnecting Circuit Breaker in an amount not to exceed \$53,000.

Section 2: That this resolution shall become effective immediately upon its passage and approval.

PASSED AND RESOLVED by the Board of Aldermen and APPROVED by the Mayor of the City of Harrisonville, Missouri this 20th day of January 2014.

Kevin W. Wood, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 20th day of January, 2014

Circuit Switcher Award

Design/Type Test	ABB Disconnecting Circuit Breaker	Circuit Switcher	Comments
Mechanical operations	10,000	2,000	DCB Designed for 5 times longer mechanical lifetime
Fault clearing time	2.4 cycles	3 to 6 cycles	Long fault clearing time is harmful to the transformer
Rated fault breaking current	40 kA/3 sec	20 kA/1 sec	DCB is designed to cope with high fault current. This gives a safety factor for unexpected high fault current and future needs for higher fault capability
Number of fault breaking sequences before major overhaul at 40 kA	12 times	N/A	
Number of fault break sequences before major overhaul at 20 kA	50 times	3 times	DCB has a superior breaking chamber that will improve the major overhaul period (DCB has 17 times higher electrical endurance)
Rated normal current	3150 A	1200 A	DCB is designed to cope with high rated current. This gives a safety factor for temporary overload and future needs for higher loads
Peak withstand current (making current capability)	104 kA rms	52 kA rms	This gives a safety factor for unexpected high current and future needs for higher withstand current
Point of disconnect	In SF6 gas	Open air	Since the DCB has the disconnect in SF6 gas, it is protected against pollution and downfall
Maintenance period switching device	15 to 20 years	4 to 5 years	Due to design with higher electrical endurance (as per above fault current breaking capability)
Maintenance period disconnect point	15 to 20 years	4 to 5 years	Due to disconnect in SF6 gas instead of open air
Built-in ground switch	Yes	N/A	DCB comes with a motor operated built on ground switch

Attachment: circuit switcher award (North Substation 69KV Circuit Switcher)



STAFF REPORT

TO: Board of Aldermen
FROM: Eric Patterson, Asst. Director
DATE: January 15, 2014
SUBJECT: Pole Attachment Resolution

Type of Item: *Approval*

The Missouri Public Utility Alliance (MPUA) has asked member cities to adopt the attached resolution to show unified opposition to proposed legislation.

Council Bill No. 004

Resolution No.

**A RESOLUTION OPPOSING THE PASSAGE OF LAWS BY THE GENERAL
ASSEMBLY LIMITING LOCAL CONTROL AND COST RECOVERY FOR
USAGE OF CITY-OWNED UTILITY ASSETS**

WHEREAS, the General Assembly of the State of Missouri passed two bills - Senate Bill 331 and House Bill 345 - during the Ninety-Seventh General Assembly, First Regular Session limiting the power of municipal utilities to adopt and apply ordinances relating to the cost recovery of municipally owned facility usage by telecommunication and video service providers - bills ultimately overturned for State Constitutional concerns; and

WHEREAS, the Congress of the United States, through the enactment of the Pole Attachment Act of 1978 and, subsequently affirmed in the Telecommunications Act of 1996, explicitly excluded municipal utilities from federal pole attachment regulation because “the pole rates charged by municipally owned ... utilities are already subject to a decision-making process based on constituent needs and interests”; and

WHEREAS, the Federal Communications Commission has imposed regulations on for-profit utilities to provide low, utility-subsidized rates for pole attachments in order to encourage and avoid barriers to broadband deployment in under-served and remote areas; and

WHEREAS, low customer density and, thus, low customer subscriptions - not high pole rates, hinder underserved and remote area deployment, areas generally not served in a municipal utility setting; and

WHEREAS, municipal pole attachment rates are designed to recover costs associated with the provision of telecommunication and cable attachment space on poles, thus protecting municipal electric customers from a forced subsidization of cable and telecommunication services by privately-owned companies utilizing publically owned assets, unless a local public interest is considered; and

WHEREAS, local government officials determine pole attachment fees with the best interests of their constituents, customers, and communities in mind; and

WHEREAS, the governing structure of a municipally-owned utility provides for a local review-and-remedy-process for any aggrieved party; and

WHEREAS, municipalities are accountable for their assets, including electric utility poles and other utility facilities, and must bear, first and foremost, the responsibility to ensure the safety and reliability of utility service to the city and its customers, as well as protect the health and welfare of utility lineworkers and employees that must work on and around high voltage equipment as well as high-risk utility elevations, all while avoiding secondary attachments;

WHEREAS, the implementation of state-sanctioned limitations on negotiated municipal pole attachment pricing also restricts the ability of local municipal utilities to effectively negotiate issues impacting public safety, electric reliability, lineman safety, and proper control of city-owned assets; and

WHEREAS, the City of Harrisonville, Missouri maintains an electric utility as a proprietary function of government in order to provide an affordable, reliable, customer- and community- focused service operated for the benefit of its citizens;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI, AS FOLLOWS:

SECTION 1. The City of Harrisonville urges its local legislative delegation as well as the entire Missouri General Assembly to oppose and reject any bill that limits local control of locally-owned municipal assets and to oppose and reject any bill that provides a subsidy, direct or indirect, to cable and telecommunication companies utilizing municipal utility assets which could impact municipal utility rates.

SECTION 2. The City of Harrisonville urges the General Assembly to pass legislation that protects the municipal utility from unauthorized attachments, untimely transfer requests, uncompensated make-ready work, the boxing in of poles, and requires compliance with safety, interference and liability concerns associated with attachments to municipal infrastructure.

SECTION 3. The City Clerk is hereby directed to forward a copy of this resolution to the respective Clerks of the Missouri House and the Missouri Senate, House and Senate members of the City of Harrisonville's local delegation representing all or parts of the City as well as to the local media.

ADOPTED this 20th day of January, 2014.



STAFF REPORT

TO: Board of Aldermen
FROM: Jerry Gibbs, Director
DATE: January 16, 2014
SUBJECT: Mechanic Street J4P2257

Type of Item: *Agreement***Background**

The Mechanic Street project (Independence to Stella) has been a priority of the Board of Alderman. The city applied for and was awarded a \$2.04 M STP grant by MARC with a 20% match requirement of \$510,000. The FY15 Budget includes the city's match. MoDOT District 4 has agreed to cover all additional project costs. The total cost is estimated to be \$3,227,000.

Analysis

The municipal agreement defines the responsibility of the City and MoDOT. It describes the project limits as "Beginning approximately at Log Mile 35.593 (Stella Street) to Log Mile 36.248 (Independence Street) in Harrisonville, MO. The approximate length of the improvement is 0.655 miles."

MoDOT will design; acquire right-of-way, stormwater, overruns and other project related expense. Project related expenses will include intersection lights, sewer line replacement and laterals, water mains and services and lighting at intersections. The agreement states the City will be responsible for maintaining any street lights and sidewalks which is our current practice. The design will include a pedestrian crossing at Price and Highland and a school crossing at Highland. Access through the construction site for emergency vehicles during construction will be provided.

City Attorney has suggested several modification/additions to the agreement. Only two items were not changed.

1. MoDOT maintains the right to remove any lighting installed as part of this project, and
2. The indemnification clause should be expanded to indemnify the city from acts of the Commission.

MoDOT staff has requested our City Attorney provide language to MoDOT to consider. MoDOT staff has indicated this is standard language in all of their municipal agreements. Any changes would be rare. Approval of the Municipal Agreement will allow the project to move forward into final design. The February meeting of the Public Works Committee will be a review of the preliminary plans. An open project discussion meeting is tentatively scheduled for February 20th from 5 to 7 at City Hall. Meeting notices will be sent to all adjacent property owners.

The Public Works Committee sends a positive recommendation for approval of the Municipal Agreement.

Council Bill No. 005

Ordinance No.

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO EXECUTE A MISSOURI
HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL
AGREEMENT BETWEEN THE CITY OF HARRISONVILLE, MISSOURI, AND
THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR
THE PUBLIC IMPROVEMENT DESIGNATED AS ROUTE 7, CASS COUTNY,
JOB J4P2257**

WHEREAS, the City of Harrisonville realizes the need and benefit of continuaul road improvement, and;

WHEREAS, the public improvement designated as Route 7, Cass County, Job No. J4P2257 shall consist of roadway improvements from Stella Street to Independence Street and;

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

Section 1: That the Mayor of the City of Harrisonville is hereby authorized and directed to enter into a Transportation Commission Municipal Agreement with the MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, to the public improvement designated as Route 7, Cass County, Job No. J4P2257 shall consist of roadway improvements from Stella Street to Independence Street

Section 2: Improvement within the City is located as follows:

Route 7 beginning approximately at log mile 35.593 (Stella Street) to log mile 36.248 (Independence Street) in Harrisonville, Missouri. The approximate length of the improvement is 0.655 miles.

Section 3: That this ordinance shall become effective immediately upon its passage and approval.

Vote taken as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Read two times by title only on January 20 2014, and duly passed by the Board of Aldermen and approved by the Mayor of the City of Harrisonville, Missouri, this 20th day of

January, 2014.

Kevin W. Wood, Mayor & Ex Officio
Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 20th day of January 2014.

CCO Form: DE11
 Approved: 04/93 (CEH)
 Revised: 03/10 (MRA)
 Modified:

Municipal Agreement
 Route: 7
 County: Cass
 Job No.: J4P2257

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Harrisonville, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route 7, Cass County, Job No. J4P2257 shall consist of roadway improvements from Stella Street to Independence Street.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

Route 7 beginning approximately at Log Mile 35.593 (Stella Street) to Log Mile 36.248 (Independence Street) in Harrisonville, MO. The approximate length of the improvement is 0.655 miles.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement that the Commission shall provide without cost to the City, except as otherwise provided in this Agreement, a highway for traffic in the City and the Commission shall so design and construct the highway to serve operating necessities and requirements of local and through traffic.

(6) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, and alleys as necessary for construction and maintenance of said public improvement.

(7) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(8) RIGHT-OF-WAY ACQUISITION: Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire any necessary right-of-way required for the construction of the improvement. The City shall reimburse the Commission for actual costs incurred for right-of-way acquisition pursuant to the Payment Responsibilities section of this agreement.

(9) UTILITY RELOCATION:

(A) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay costs incurred therein.

(B) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's district engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(C) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's district engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or

alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's district engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(D) City utility costs, including associated design and surveying, will be reimbursed to the City through a separate Utility Agreement.

(10) LIGHTING

(A) The Commission will install a basic highway intersection lighting system at locations with the improvement at the cost and expense as outlined in the Cost Apportionment Agreement. The City shall operate and maintain the basic highway intersection lighting system improvement, as detailed in the project construction plans and in accordance with the Missouri Department of Transportation's Engineering Policy Guide, at its sole cost and expense, including the cost of electrical current for the operation of the lighting. The City shall provide and maintain power at the locations designated. The construction, installation, and maintenance of any future lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(B) MAINTENANCE BY CONTRACT:

(i) The City may have the maintenance work required pursuant to this Agreement performed by either its own maintenance personnel or by contract with qualified individuals or companies approved by the Commission to provide a fully functional and dependable lighting system.

(ii) The City shall respond to any emergency situation in which repair or maintenance of damage to the lighting is required immediately to correct a dangerous condition or restore the safe, unobstructed flow of traffic on the improvement.

(C) MAINTENANCE BY CITY WITHIN COMMISSION RIGHT OF WAY: In order to coordinate maintenance activities on the improvement, the City shall notify the Commission either by telephone, telefax, or in writing, prior to performing maintenance work within Commission right of way. Such notification shall be made to the District's Traffic Engineer or a designated assistant, and shall include the location and nature of the work to be performed. Any maintenance activities done by the City which involves closing one or more of the through lanes of the improvement, affects the safety of the traveling public, or which will cause permanent changes to the configuration of the improvement, may require a permit from the Commission. The City

will be informed of whether or not a permit is required at the time the City notifies Commission of the proposed maintenance activities. The City shall comply with any additional condition placed upon the issuance of the permit.

(D) UTILITY LOCATING RESPONSIBILITY: The City shall be responsible for any utility locate request information concerning the cable(s) for the lighting system, including the pullbox(es) and conduit(s).

(E) NO INTEREST: By contributing to the cost of the maintenance of this lighting improvement, the City gains no interest in the constructed lighting improvements whatsoever. The Commission shall not be obligated to keep the constructed lighting in place if the Commission, in its sole discretion, determines removal or modification of the lighting is in the best interests of the state highway system. In the event the Commission decides to remove the lighting improvements, the City shall not be entitled to a refund of the funds contributed by the City pursuant to this Agreement.

(11) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The currently estimated cost of the project is Three Million Two Hundred and Twenty-seven Thousand dollars (\$3,227,000). The details of the estimated cost breakdown may be seen in "Exhibit B," which is incorporated herein and attached hereto. The total project cost will include preliminary engineering, right of way acquisition, right of way incidentals, utility relocation, project construction, and work inspection.

(B) The Entity has been allocated Federal Surface Transportation Program (STP) funds of Eighty percent (80%) of the eligible total project costs, up to a maximum of Two Million Forty Thousand Dollars (\$2,040,000). The funding from STP-Urban funds programmed through the Mid-America Regional Council. The Entity authorizes the Commission to use these funds on this project. The total federal allocation under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding.

(C) The Entity shall remit a check in the lump sum amount of Five Hundred Ten Thousand Dollars (\$510,000), no more/no less, at least five days prior to the advertisement. This check should be made payable to *Director of Revenue - Credit State Road Fund*. If the Entity fails to make the deposit, the Commission is under no obligation to continue with the project. The Entity agrees that all funds deposited by the Entity, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy.

(D) The Commission is 100% responsible for the preliminary

engineering costs associated with this project. In addition, the Commission is 100% responsible for the balance of the total project cost in excess of Two Million Five Hundred and Fifty Thousand Dollars (\$2,550,000). In addition, any underruns on the project will be applied to the Commission's share of the project.

(12) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the Entity for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the Entity with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the Entity's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the Entity's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

(13) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Entity with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Entity.

(14) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(15) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(16) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(17) COMMENCEMENT OF WORK: After acquisition of the necessary right-

of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(18) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way, lighting installed with the improvement (including power supplies, control boxes, conduit, pull boxes, poles, and luminaires), and decorative enhancements that may be installed with the improvement, or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(C) The City shall inspect and maintain the sidewalks constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks.

(19) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(20) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(21) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(22) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(23) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

(24) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections

as provided by federal and state constitution or law.

(25) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved on or between the duly authorized representatives of the City and Commission.

(26) COMMISSION REPRESENTATIVE: The Commission's District Engineer, Kansas City District is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(27) CITY REPRESENTATIVE: The City's Mayor is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:

Mr. Kevin Wood, Mayor
300 E Pearl Avenue
Harrisonville, MO 64701
Phone No: (816) 380-8900
Facsimile No: (816) 380-8906

(B) To the Commission:

Mr. Dan Niec, District Engineer
Kansas City District
600 NE Colbern Road
Lee's Summit, MO 64086
Phone No: (816) 622-6500
Facsimile No: (816) 622-6323

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) ASSIGNMENT: The City shall not assign, transfer or delegate any

interest in this Agreement without the prior written consent of the Commission.

(30) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(31) NO INTEREST: By contributing to the cost of this project or improvement, the Entity gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the Entity shall not be entitled to a refund of the funds contributed by the Entity pursuant to this Agreement.

(32) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(33) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(34) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(35) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(36) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(37) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(38) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

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

Executed by the City this ____ day of _____, 201__.

Executed by the Commission this ____ day of _____, 2014.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF HARRISONVILLE

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Commission Counsel

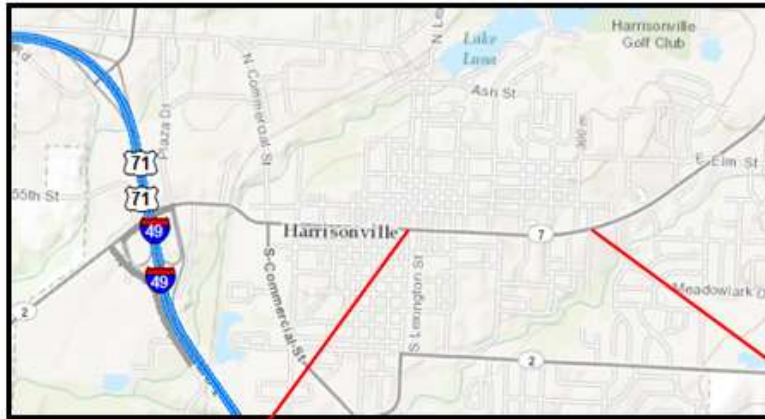
By: _____

Title: _____

Ordinance Number _____

Attachment: J4P2257 DE11 Municipal Agreement Harrisonville - with funding final to city (4a) (Mechanic Street J4P2257)

EXHIBIT A Project Location



Project Limits:

- Harrisonville from Independence Street to Stella Street
- 0.655 miles
- SB Log Miles 35.593 to 36.248



Exhibit B

Project Name: Route 7 Improvements, City of Harrisonville
MoDOT Job #: 4P2257
Description: Roadway improvements; including widening, curb and gutter and sidewalk improvements

Total Project Cost Estimate:

	Current Estimate	Cost Apportionment Eligible
Preliminary Engineering	\$409,000	\$
Right of Way	\$72,000	\$72,000
Right of Way Incidentals	\$10,000	\$
Utilities	\$117,000	\$117,000
Construction	\$2,403,000	\$2,403,000
Construction Contingency	\$48,000	\$48,000
Inflation	-	-
Inspection and Letting	\$168,000	\$
Total	\$3,227,000	\$2,640,000

Project Responsibilities:

Design	Commission
Right of Way Acquisition	Commission
Letting	Commission
Inspection	Commission

Financial Responsibilities:

Commission	\$677,000
City of Harrisonville	\$2,550,000
Total:	\$3,227,000

How are overruns and underruns handled? The Commission will be responsible for all over and underruns.