



**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
JANUARY 4, 2016
7:00 PM**

- 1. Call to Order & Pledge of Allegiance**
- 2. Roll Call**
 - A. Roll Call**
- 3. Ceremonial Matters**
 - A. A Service Award honoring Kim Hubbard, City Clerk, for 15 Years of Loyal Service**
- 4. Public Participation**
- 5. Approval of Minutes**
 - A. Board of Aldermen - Regular Meeting - Dec 7, 2015 7:00 PM**
- 6. Agenda Items**
 - A. Tom Schuler, State Auditor's office**
 - B. Racing for Rett - 5K**
 - C. Council Bill 001: A Resolution of the Board of Aldermen of Harrisonville, MO Authorizing the City Administrator to Sign the Attached Estoppel Certificate for Jerry Meiners**
 - D. Council Bill 002: A Resolution to Authorize the City Administrator to Execute a Mutual Aid Agreement between the City of Harrisonville, Missouri, and the Forestry Division of of the Missouri Department of Natural Resources**
 - E. Council Bill 003: A Resolution of the Board of Aldermen to Approve Change Order #9 to the Lehman Construction contract with the Highway 71/291 Partners in Progress Transportation Development District in the amount of \$5,434.88**

- F. Council Bill 004: A Resolution Authorizing the City Administrator of the City of Harrisonville to Enter into a Maintenance Agreement with Aeration Works for Eight Years in an Amount not to Exceed \$20,830 per Year.**
 - G. Council Bill 005: A Resolution Authorizing the City Administrator of the City of Harrisonville to Direct Burns and McDonnell to Purchase Ozone Equipment to be used at the Water Treatment Plant from Pinnacle Ozone Solutions, Inc. at a Cost not to exceed \$569,453.62.**
 - H. Council Bill 006: A Resolution of the Board of Aldermen of Harrisonville, MO authorizing the City Administrator to Sign a Letter of Understanding for City Administrator Recruitment Services with the Austin Peters Group**
- 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 31st day of December 2015

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



TO: Board of Aldermen
FROM: Sheryl Stanley, Deputy City Clerk
DATE: December 11, 2015
SUBJECT: Service Award, Kim Hubbard

Type of Item: *Presentation*

City Clerk Kim Hubbard began her employment with the City of Harrisonville on January 1, 2001 and is to be honored for 15 years of service.

A. Action Item (ID # 2076)

A Service Award honoring Kim Hubbard, City Clerk, for 15 Years of Loyal Service

Attachments:

Kim Hubbard (DOC)

Presented by the Mayor and the Harrisonville Board of Aldermen to

Kim Hubbard

In Grateful Appreciation for

15 Years

Of Dedicated Service to



Jan. 4, 2016

Brian Hasek, Mayor

Attachment: Kim Hubbard (2076 : Service Award, Kim Hubbard)



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
DECEMBER 7, 2015
7:00 PM

1. **Call to Order & Pledge of Allegiance**
2. **Roll Call**

Attendee Name	Title	Status	Arrived
Judy Bowman	Board Member	Present	
Clint Long	Board Member	Present	
Josh Stafford	Board Member	Present	
David Dickerson	Board Member	Present	
Ivan Stull	Board Member	Present	
Marcia Milner	Board Member	Absent	
Morris Coburn	Board Member	Present	
Stacey Dahlman	Board Member	Present	
Brian Hasek	Mayor	Present	

Others Present: Interim City Administrator Mike Tholen, City Attorney Steve Mauer, Finance Director Marcella McCoy, Community Development Rick DeLuca, Police Chief John Hofer, City Clerk Kim Hubbard, Public Information Officer Sheryl Stanley, Public Works Director Jerry Gibbs and Assistant Public Works Director Eric Patterson.

3. **Ceremonial Matters**
 - A. **A Service Award for John Thulin, Water Department, for Ten Years of Loyal Service to the City of Harrisonville, Missouri**

Mayor Hasek recognized John Thulin for his ten years of service to the city.

4. **Public Participation**

Doug Walton, 2800 S Brookhart Road, shared his issues with Love's Truck Stop, that truckers are ignoring the barricades for the road closure, had a truck stuck in front of his home, and asked what could be done. Mayor Hasek stated he would look into this.

Ken Brown, 2811 S Brookhart Road, shared his concerns and issues with the semi's using Brookhart Road, that it is an ongoing problem, the trucks have damaged his concrete driveway which will cost approximately \$5,000 to repair and have left ruts in his yard.

Randy Huey, 26704 S Brookhart, shared his concerns and frustration with semi trucks that are using Brookhart Road even though there are signs stating it is not a through road and that trucks have been turning around at his residence causing ruts in his yard and pushed his mailbox over.

Jack Cotton, 876 Locust, shared his concerns that Town & Country trucks have no where to turn around and that he has spoken to the company.

Clint Miller, 403 Locust, suggested the City speak with Whistle Concrete about using their concrete barricades for the Brookhart road closures.

Those that spoke during public participation spoke with the Love's Representative during the meeting in the conference room.

5. Approval of Minutes

A. Board of Aldermen - Special Meeting - Sep 16, 2015 6:00 PM

Minutes were approved.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	David Dickerson, Board Member
SECONDER:	Stacey Dahlman, Board Member
AYES:	Bowman, Long, Stafford, Dickerson, Stull, Coburn, Dahlman
ABSENT:	Marcia Milner

B. Board of Aldermen - Special Meeting - Oct 26, 2015 6:00 PM

Minutes were approved.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	David Dickerson, Board Member
SECONDER:	Stacey Dahlman, Board Member
AYES:	Bowman, Long, Stafford, Dickerson, Stull, Coburn, Dahlman
ABSENT:	Marcia Milner

C. Board of Aldermen - Regular Meeting - Nov 16, 2015 7:00 PM

Minutes were approved.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	David Dickerson, Board Member
SECONDER:	Stacey Dahlman, Board Member
AYES:	Bowman, Long, Stafford, Dickerson, Stull, Coburn, Dahlman
ABSENT:	Marcia Milner

6. Agenda Items

Minutes Acceptance: Minutes of Dec 7, 2015 7:00 PM (Approval of Minutes)

A. Public Hearing to Vacate a Portion of Brookhart Drive Adjacent to Love's Development

Director DeLuca reviewed that the site was 24 acres, that construction was underway and that the vacation request and plat approval is done concurrently.

During public participation Doug Walton, Ken Brown and Randy Huey spoke regarding the construction, road closure and the issues with semi trucks going around the barricades to avoid the scales.

B. AN ORDINANCE VACATING A PORTION OF BROOKHART DRIVE, ADJACENT TO THE LOVE'S DEVELOPMENT, IN HARRISONVILLE, CASS COUNTY, MISSOURI.

City Attorney Mauer read Council Bill 091 by title only. Director DeLuca reviewed and there were no questions. Alderman Dahlman moved to suspend the rules and move Council Bill 091 to its second reading. Alderman Bowman seconded and it was approved by the following roll call vote:

Ayes: Aldermen Dickerson, Dahlman, Stull, Stafford, Bowman, Long and Coburn.

Nays: None

Absent: Alderman Milner

Abstain: None

City Attorney Mauer read Council Bill 091 by title only for a second time.

Council Bill 091 became Ordinance 3345.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Bowman, Long, Stafford, Dickerson, Stull, Coburn, Dahlman
ABSENT:	Marcia Milner

C. AN ORDINANCE TO ACCEPT THE FINAL PLAT OF LOVE'S ADDITION, A SUBDIVISION OF LAND IN SECTIONS 4 AND 5, IN TOWNSHIP 44 NORTH, RANGE 31 WEST, IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI

City Attorney Mauer read Council Bill 092 by title only. There was no discussion.

Alderman Stull moved to move Council Bill 092 to its second reading. Alderman Stafford seconded and it was approved by the following roll call vote:

Ayes: Aldermen Stull, Coburn, Long, Dickerson, Dahlman, Bowman and Stafford.

Nays: None

Absent: Alderman Milner

Abstain: None

City Attorney Mauer read Council Bill 092 by title only for a second time. Council Bill 092 became Ordinance 3346.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Bowman, Long, Stafford, Dickerson, Stull, Coburn, Dahlman
ABSENT:	Marcia Milner

D. AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A DEVELOPMENT AGREEMENT IN CONNECTION WITH THE LOVE'S ADDITION GENERALLY LOCATED AT BROOKHART ROAD AND SOUTH COMMERCIAL STREET

City Attorney Mauer read Council Bill 093 by title only. There was no discussion. Alderman Dahlman moved to suspend the rules and move Council Bill 093 to its second reading. Alderman Stull seconded and it was approved by the following roll call vote:

Ayes: Aldermen Long, Dahlman, Coburn, Stafford, Bowman, Dickerson and Stull

Nays: None

Absent: Alderman Milner

Abstain: None

Council Bill 093 became Ordinance 3347.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Bowman, Long, Stafford, Dickerson, Stull, Coburn, Dahlman
ABSENT:	Marcia Milner

E. A Resolution of the Harrisonville Board of Aldermen authorizing the City Administrator to Execute a Preliminary Design Build Agreement with Burns and McDonnell for Emergency Repairs at the Wastewater Treatment Plant in an Amount not to exceed \$15,000

City Attorney Mauer read Council Bill 094 by title only. Mr. Patterson reported this item was discussed at the work session prior to this meeting.

Council Bill 094 became Resolution 047.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Morris Coburn, Board Member
SECONDER:	David Dickerson, Board Member
AYES:	Bowman, Long, Stafford, Dickerson, Stull, Coburn, Dahlman
ABSENT:	Marcia Milner

F. A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO RESTORE FUNDING FOR AN IT SPECIALIST POSITION IN THE 2016 BUDGET AND TO ACCEPT AMENDMENTS TO THE PAY COMPENSATION STRUCTURE

City Attorney Mauer read Council Bill 095 by title only. Mr. Tholen explained the full-time IT position was part of the 2016 budget and the proposed objective that was approved was different than what was put into the approved budget. Council Bill 097 became Resolution 050.

Minutes Acceptance: Minutes of Dec 7, 2015 7:00 PM (Approval of Minutes)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Stacey Dahlman, Board Member
SECONDER: Judy Bowman, Board Member
AYES: Bowman, Long, Stafford, Dickerson, Stull, Coburn, Dahlman
ABSENT: Marcia Milner

G. A Resolution of the Board of Aldermen to Approve Change Order #8 to the Lehman Construction contract with the Highway 71/291 Partners in Progress Transportation Development District in the amount of \$24,609.60

City Attorney Mauer read Council Bill 096 by title only. Mr. Gibbs reviewed the change order. Council Bill 096 became Resolution 049.

RESULT: ADOPTED [6 TO 1]
MOVER: Josh Stafford, Board Member
SECONDER: Ivan Stull, Board Member
AYES: Bowman, Long, Stafford, Dickerson, Stull, Dahlman
NAYS: Morris Coburn
ABSENT: Marcia Milner

H. A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH BOWERS ENGINEERING FOR ENGINEERING DESIGN SERVICES IN AN AMOUNT NOT TO EXCEED \$40,000

City Attorney Mauer read Council Bill 097 by title only. Mr. Gibbs reviewed. Council Bill 097 became Resolution 050.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Stacey Dahlman, Board Member
SECONDER: Judy Bowman, Board Member
AYES: Bowman, Long, Stafford, Dickerson, Stull, Coburn, Dahlman
ABSENT: Marcia Milner

I. An Ordinance Authorizing the City Administrator to Execute a Settlement Agreement with CenturyLink

City Attorney Mauer announced Council Bill 098 needed to be an ordinance rather than a resolution and asked the Board to move the bill to its second reading so that he could get the information to Centurylink as soon as possible and hopefully have the settlement payment by the end of the year. Attorney Mauer read Council Bill 098 by title only. Alderman Coburn moved to suspend the rules and move Council Bill 098 to its second reading. Alderman Dickerson seconded and it was approved by the following roll call vote:

Ayes: Aldermen Stull, Coburn, Long, Dickerson, Dahlman, Bowman and Stafford.

Nays: None

Absent: Alderman Milner

Abstain: None

Attorney Mauer read Council Bill 098 by title only a second time. Council Bill 098 became Ordinance 3342.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Bowman, Long, Stafford, Dickerson, Stull, Coburn, Dahlman
ABSENT:	Marcia Milner

J. An Ordinance to Amend Chapter 105, Elections, of the Harrisonville Municipal Code of Ordinances

City Attorney Mauer read Council Bill 099 by title only. City Clerk Hubbard reviewed the amendment needed to be done to be in accordance with the state statute. Alderman Coburn moved to suspend the rules and move Council Bill 099 to its second reading. Alderman Dickerson seconded and it was approved by the following roll call vote:

Ayes: Aldermen Stafford, Dahlman, Coburn, Long, Bowman, Dickerson and Stull.

Nays: None

Absent: Alderman Milner

Abstain: None

Attorney Mauer read Council Bill 099 for a second time by title only. Council 099 became Ordinance 3343.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Bowman, Long, Stafford, Dickerson, Stull, Coburn, Dahlman
ABSENT:	Marcia Milner

K. AN ORDINANCE TO REPEAL ORDINANCE 3304 AND TO PROHIBIT UTILITY VEHICLES FROM BEING DRIVEN ON STREETS WITHIN THE CITY LIMITS OF HARRISONVILLE

City Attorney Mauer read Council Bill 100 by title only. Chief Hofer reported the individual who had initiated the UTV Ordinance was the only one who had applied and received a permit and since then has moved from the area. Chief Hofer explained the cost and the time for the permits and asked the Board to repeal the UTV Ordinance. Alderman Dickerson moved to suspend the rules and move Council Bill 100 to its second reading. Alderman Coburn seconded and it was approved by the following roll call vote:

Ayes: Aldermen Coburn, Dahlman, Stafford, Long, Bowman, Stull and Dickerson.

Nays: None

Absent: Alderman Milner

Abstain: None

Attorney Mauer read Council Bill 100 for a second time by title only. Council Bill 100 became Ordinance 3344.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Bowman, Long, Stafford, Dickerson, Stull, Coburn, Dahlman
ABSENT:	Marcia Milner

7. Aldermen and Committee Reports

Aldermen Stafford and Long wished everyone Happy Holidays.

Alderman Stull reported the old Runnenburger building is owned by Life Church now, has turned it into a youth center and will house the church offices.

Alderman Coburn wished everyone Happy Holidays and Pearl Harbor Day.

Alderman Dahlman asked if there were any repercussions on the water rate veto. There was discussion regarding the current rate structure, Missouri Department of Natural Resources (MDNR) process of reviewing the city's rate structure before they approve the State Revolving Funding (SRF), the SRF interest rates versus other interest rates and putting the project schedule on hold.

Alderman Bowman voiced her concerns of standing behind those who voted to pass the bond issue for the water plant improvements, passing up the opportunity to use the SRF funding, asked the Mayor what his plan was and Mayor Hasek to rescind his veto. Mayor Hasek reviewed his reasons why he vetoed the ordinance.

8. Report from the City Administrator

Mr. Tholen reported at this time there is nothing scheduled for the December 21 board meeting, there might be a special meeting needed for development, reminded everyone that city offices will be closed for the Christmas Holiday Thursday and Friday, December 24 and 25 and January 1, 2016 for New Years. Mr. Tholen wished everyone Happy Holidays.

9. Report from the Mayor

Mayor Hasek reported on the Mayor's Christmas Tree Lighting, extended his appreciation to Aldermen Long and Dickerson for stopping by his fundraising event at the Youth Building and that they raised about \$200 to be donated to Bright Futures.

10. Questions from the Media

Mr. Londberg said he had some questions for the Mayor and would catch him after the meeting.

11. Adjourn to Executive Session

Alderman Stull moved to adjourn to Executive Session for the purpose of Section 610.021 (3), Personnel. Alderman Stafford seconded the motion which was approved with the following roll call vote:

Ayes: Aldermen Bowman, Dahlman, Coburn, Dickerson, Long, Stull and Stafford

Nays: None

Abstain: None

Absent: Alderman Milner

The Board adjourned to Executive Session at 8:34 PM

The Board reconvened to regular session at 9:03 PM

12. Adjourn From Regular Session

Alderman Dickerson moved to adjourn the meeting. Alderman Long seconded the motion and it was approved by a voice vote. The meeting adjourned at 9:03 PM.

Brian Hasek, Mayor & Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

Minutes Acceptance: Minutes of Dec 7, 2015 7:00 PM (Approval of Minutes)



TO: Board of Aldermen
FROM: Sheryl Stanley, Deputy City Clerk
DATE: December 31, 2015
SUBJECT: State auditors info

Type of Item: *Presentation*

Mr. Schuler, a representative from the State Auditor's Office, will introduce himself and review the audit process. He will not take questions from the public.

A. Action Item (ID # 2085)

Tom Schuler, State Auditor's office

City of
Harrisonville
STAFF REPORT

est.
1836

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: December 29, 2015
SUBJECT: Racing for Rett - 5K

Type of Item: *Approval*

Issue: Racing for Rett 5K Run Event Permit
scheduled for June 6, 2016 from 9:00 am to 12:00 pm

Background: The applicant, Angela Cunningham has requested a special event permit to host a 5K run in Harrisonville. This is the second year for this event with no noted complaints or concerns with last year's event. This event will again be a fundraiser for Rett Syndrome research. The Police Department or the Harrisonville VIPS will provide the requested police escort for the event. A marked patrol unit, from on duty personnel, will lead the runners during this event if the VIPS are unavailable to provide this service.

The proposed route will begin and end in City Park and is attached. There is no cost for the requested City services and the required insurance will be provided once approval for the event is granted.

Recommendation: With no noted complaints or concerns associated with last year's event I would recommend approval for this event as long as all state laws and city ordinances are followed.

B. Action Item (ID # 2082)

Racing for Rett - 5K

Attachments:

Rett App 2016(PDF)

SPECIAL EVENTS APPLICATION

A. **FILING PERIOD:** An application for an event permit shall be filed not less than seven (7) days prior to the meeting of the Board of Alderman at time applicant desires the issuance of a permit. Applicant must realize that, dependent upon the nature of the event and the scope of services being required of the City, the Board of Alderman may require additional time to review the permit application.

B. **CONTENTS:** The application for an event permit shall set forth the following information.

1. Organization: Racing For Rett
2. Name of Applicant: Angela Cunningham
Address: 2103 Continental Ave. Harrisonville
Phone: 816-616-7662 Cell: _____
3. Purpose of Event: 5K- raise money and research for Rett Syndro
4. Proposed date(s) and time(s) of Event: June 4, 2016
9am-12pm
5. Location(s) where event will be held: _____
see back of sheet.
6. Anticipated crowd size: 250
7. City services requested: (Please check all that apply) Provide detailed letter for these requests.
☐ Electricity ☐ Police Protection ☐ Traffic Control ☐ Ambulance Standby
☐ Cones ☐ Barricades ☐ Street or parking lot clean up
-police escort through race route.
8. Any additional information: this is the 2nd annual Racing For Rett. Last year was a huge success and we donated over \$10,000 for research. We are super excited for this year!

APPROVED this _____ day of _____, 20____.

Chief of Police

City Clerk

Attachment: Rett App 2016 (2082 : Racing for Rett - 5K)

Start on Bluegill
 Continue to Ash
 Right @ Ash
 Left @ Lexington
 Right @ Pearl
 Left @ Main
 Left @ Wall
 Left @ Wirt
 Right @ Pearl
 Left @ Bradley
 Right @ Walnut
 Right @ North King
 Left @ Pearl
 Left @ Price
 Left @ Elm
 Right @ Halsey
 Right @ Patton
 Left @ Ash
 Right @ King
 Left @ Parkridge
 Right @ Ash
 Right @ Sunny Swim
 5K



TO: Board of Aldermen
FROM: Sheryl Stanley, Deputy City Clerk
DATE: December 30, 2015
SUBJECT: Meiners Estoppel Certificate

Type of Item: *Approval*

Mr. Jerry Meiners, owner of Meiners Convenience Store in Harrisonville, is attempting to sell his property and has requested that the attached estoppel certificate be signed by a city official so that the sale might be finalized.

Mr. Tholen and Mr. Mauer will present additional detail during the meeting and be able to answer any questions you might have on this item.

Council Bill No. 001**Resolution No.****A Resolution of the Board of Aldermen of Harrisonville, MO Authorizing the City Administrator to Sign the Attached Estoppel Certificate for Jerry Meiners**

WHEREAS, Mr. Jerry Meiners has requested that the city sign the attached Estoppel Certificate so he might complete the sale of property located within the city,

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 sign the attached estoppel agreement and forward it to Mr. Meiners.

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 4th day of January 2016

Brian Hasek, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 4th day of January 2016

Certification of Substantial Completion

AIA Document G704 - Electronic Format

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

[]
[]
[]
[]
[]

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

PROJECT:

(Name and address)

Meiners Market

504 & 508 S. Commercial Street

Harrisonville, Missouri 64701

PROJECT NO.: 08-316

CONTRACT FOR: New Construction

CONTRACT DATE: April 1, 2008

TO OWNER:

(Name and address)

Meiners Cass County, LLC

530 W 123rd Street

Kansas City, Missouri 64145

TO CONTRACTOR:

(Name and address)

Fogel-Anderson Construction Co.

1212 East Eighth Street

Kansas City, Missouri 64106

DATE OF ISSUANCE: October 24, 2008

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as 10/24/2008 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below

This document specifically excludes petroleum tanks, canopy and concrete paving in tank areas.

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

J. Price Architecture, Inc.

ARCHITECT

The Contractor will complete or correct the Work on the list of items attached hereto within _____ days from the above Date of Substantial Completion

Fogel-Anderson Construction Co.

CONTRACTOR

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 5:00 PM (time) on October 24, 2008 (date).

Meiners Cass County, LLC

OWNER

The responsibilities of the Owner includes and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, shall be as follows:

AIA DOCUMENT G704 - CERTIFICATION OF SUBSTANTIAL COMPLETION - 1992 EDITION - AIA - COPYRIGHT 1992 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C., 20006-5292.. WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically reduced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below.

Electronic Format G704 - 1992
User Document: G704.X*F -- 11/6/2008. AIA License Number 120860, which expires on 2/8/2032 -- Page #1

ACORD™ CANCELLATION REQUEST / POLICY RELEASE				DATE (MM/DD/YY) 12/31/08	
PRODUCER OP ID EN		PHONE (A/C, No, Ext): 816-960-9000 816-960-9099	COMPANY NAME AND ADDRESS		NAIC CODE: 03883
Lockton Companies, LLC 444 W 47th, Ste 900 KCMO 64112 Remit: PO Box 802707 Kansas City MO 64180-2707			RLI Group 9025 N. Lindbergh Drive Peoria IL 61615		
CODE:		SUB CODE:	POLICY TYPE Builders Risk		
AGENCY CUSTOMER ID: MEIMA01			CANCELLED POLICY INFORMATION		
INSURED NAME AND ADDRESS			POLICY NUMBER ILM0701491		
Meiners' Market Mary Braddock PO Box 480492 Kansas City MO 64148			EFFECTIVE DATE AND HOUR OF CANCELLATION		CANCELLATION DATE 12/15/08 TIME 12:01 X
			POLICY TERM		EXPIRATION DATE 07/16/09
CANCELLATION REQUEST (Policy attached)			X POLICY RELEASE (Complete Statement Section Below)		
POLICY RELEASE STATEMENT					
The undersigned agrees that:					
The above referenced policy is lost, destroyed or being retained.					
No claims of any type will be made against the Insurance Company, its agents or its representatives, under this policy for losses which occur after the date of cancellation shown above.					
Any premium adjustment will be made in accordance with the terms and conditions of the policy.					
WITNESS		DATE	SIGNATURE OF NAMED INSURED		DATE
WITNESS		DATE	SIGNATURE OF NAMED INSURED		DATE
☐ LIEN HOLDER	☐ MORTGAGEE	☐ LOSS PAYEE	AUTHORIZED SIGNATURE		TITLE DATE
☐ LIEN HOLDER	☐ MORTGAGEE	☐ LOSS PAYEE	AUTHORIZED SIGNATURE		TITLE DATE
FOR AGENCY/COMPANY USE					
REASON FOR CANCELLATION			METHOD OF CANCELLATION		
☐ NOT TAKEN			☐ FLAT		
☒ OTHER (Identify) Project Completed			☐ SHORT RATE		
☐ REQUESTED BY INSURED			☒ PRO RATA		
☐ REWRITTEN (Complete below)			PREMIUM CALCULATION SUBJECT TO AUDIT		
COMPANY			FULL TERM PREMIUM \$		
POLICY NUMBER			UNEARNED FACTOR		
EFFECTIVE DATE			RETURN PREMIUM \$		
REMARKS					
New York Only: If you do not keep your auto insurance in force during the entire registration period, your motor vehicle registration will be suspended. If your vehicle is still uninsured after 90 days, your driver's license will be suspended. To avoid these penalties, you must surrender your registration certificate and plates before your insurance expires. By law, we must report the termination of auto insurance coverage to the Department of Motor Vehicles.					
NAME AND ADDRESS			REQUEST/RELEASE DISTRIBUTION		
Meiners' Market Mary Braddock PO Box 480492 Kansas City MO 64148			☒ INSURED ☐ MORTGAGEE ☐ COMPANY ☐ LOSS PAYEE ☐ LIEN HOLDER ☐ FINANCE COMPANY		
			PRODUCER'S SIGNATURE		DATE

CERTIFICATE
(TIF Redevelopment Agreement)

This CERTIFICATE (this “**Certificate**”) is executed this ____ day of January, 2016, by the City of Harrisonville, Missouri (the “**City**”), at the request of MEINERS CASS COUNTY, LLC, a Missouri limited liability company, its successors and/or assignees (“**Seller**”), and TA OPERATING LLC, a Delaware limited liability company, its successors, assignees and/or nominees (“**Purchaser**”), in connection with the First Amended and Restated TIF Redevelopment Agreement for the Harrisonville Market Place Tax Increment Financing Plan between the City and Harrisonville MP, LLC dated February 2, 2009 and the amendments thereto in connection with the intended purchase of certain real property located at 502 South Commercial Street, Harrisonville, Missouri (Lot 8, Harrisonville Marketplace, a Subdivision in Harrisonville, Cass County, Missouri), together with the appurtenant easement estates and other rights, which land is more particularly described on Exhibit A attached hereto (the “**Property**”). .

The City hereby certifies and represents to Seller and Purchaser that the following are true as of January ____, 2016:

1. Notwithstanding Section 26(c) of the First Amended and Restated TIF Redevelopment Agreement between the City of Harrisonville, Missouri, and Harrisonville MP, LLC (as the developer selected by the City, “**Developer**”), dated February 2, 2009 (as amended, the “**Redevelopment Agreement**”), Developer’s undertakings pursuant to Section 5 of the Redevelopment Agreement have been satisfied with respect to the Property according to the recorded plat thereof filed in Plat Book 21 at Page 16. Seller and Purchaser recognize that Developer’s heirs, executors, administrators, successors and assigns and/or purchasers with respect to the Property, including Seller and Purchaser, shall remain obligated to collect and remit the tax provided for under the Redevelopment Agreement.
2. The City has issued a Certificate of Completion and Compliance with respect to the Property in accordance with Section 19 of the TIF Redevelopment Agreement.
3. The undersigned has the power, authority and legal right to execute this Certificate, and the execution and delivery of this Certificate does not require the consent or approval of any person which has not been obtained.

IN WITNESS WHEREOF, the undersigned hereby executes this Certificate as of the date first set forth above.

**CITY OF HARRISONVILLE,
MISSOURI**

By: _____
Name: _____
Title: City Administrator

Attachment: Meiners Estoppel Certificate 2 (2083 : Meiners Estoppel Certificate)

Exhibit A

Legal Description of the Property

LOT 8, HARRISONVILLE MARKETPLACE, A SUBDIVISION IN THE CITY OF
HARRISONVILLE, CASS COUNTY, MISSOURI.

Attachment: Meiners Estoppel Certificate 2 (2083 : Meiners Estoppel Certificate)



TO: Board of Aldermen
FROM: Larry Francis, Director
DATE: December 7, 2015
SUBJECT: Mutual Aid Agreement Forestry Division of MODNR

Type of Item: *Agreement*

Action Item:

Mutual Aid Agreement between the City of Harrisonville and the Forestry Division of the Missouri Department of Natural Resources.

History:

There has been a mutual aid agreement in place for a number of years between the two parties. This mutual aid agreement has served this department very well. The biggest benefit to this agreement is the access to surplus federal equipment. Although we have returned all of the equipment and vehicles that we had at one time.

The other benefit is the access to their knowledge, equipment, and personnel during large wildland fires. Even though Harrisonville does not have a great deal of wildland to protect, however we have used their services before. Recently, they were called to help us at the airport when we had the big fire out there a couple of years ago.

There are no funds or funding attached to this agreement. This agreement is basically like all of the other mutual aid agreements with other fire departments.

Summary:

It is the recommendation for the Board of Aldermen to approve this Mutual Aid Agreement with the Forestry Division of the Missouri DNR.

Council Bill No. 002**Resolution No.****A Resolution to Authorize the City Administrator to Execute a Mutual Aid Agreement between the City of Harrisonville, Missouri, and the Forestry Division of the Missouri Department of Natural Resources**

WHEREAS, the City of Harrisonville wishes to enter into a mutual aid agreement with the Forestry Division of the Missouri Department of Natural Resources, and

WHEREAS, a copy of the agreement is attached and made part of this resolution,

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 execute the attached mutual aid agreement with the Forestry Division of the Missouri Department of Natural Resources, and

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

READ and DULY PASSED by the Board of Aldermen and APPROVED by the Mayor of the City of Harrisonville, Missouri, this 4th day of January, 2016.

Brian Hasek, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 4th day of January 2016

MUTUAL AID AGREEMENT

between

Forestry Division
Missouri Department of Conservation

And

Harrisonville FD
(Legal name of Fire Department)

Whereas, the Clarke-McNary Act of 1924, and the Cooperative Forestry Assistance Act of 1978, authorize and direct the State Forester to develop wildfire protection for rural areas in Missouri; and

Whereas, the prevention and control of wildfires in Cass County(s) is of mutual concern to both parties, and to the State of Missouri, this Mutual Aid Agreement between the **Harrisonville FD** Fire Department/Fire Protection District, hereinafter known as the **Fire Department** and the Forestry Division of the Missouri Department of Conservation, hereinafter known as the **Forestry Division**, is for the purpose of defining the authority and responsibility of each of the above-named parties and providing for cooperative plans and actions for the prevention, detection and suppression of fires, and for the use and care of fire equipment and tools furnished by the Forestry Division for that purpose; and

Whereas, Forestry Division will be primarily responsible for the prevention, detection and the suppression of forest, grass, crop and wildland fires that may occur on lands within the state; and

Whereas, the Fire Department will be primarily responsible for the prevention, detection and suppression of structural fires that may occur within its operational boundaries, and through this agreement, to actively suppress all forest, grass, crop and wildfires where Forestry Division forces and equipment cannot respond or are not available; and

Whereas, each party will render all available assistance to the other, as practicable, in the suppression of all wildfires. The Fire Department agrees that if called by the Forestry Division to suppress or assist in suppression of a wildfire, no charge for services will be levied against the Forestry Division or the landowner;

Now therefore,

To implement this **Mutual Aid Agreement**, both parties agree to the following:

Forestry Division agrees:

- A. To make available, based on determination of need and availability, to the Fire Department certain fire equipment and fire tools to be used in the suppression of fires, or for other

upon request from the Fire Department.

- F. Provide the ability to acquire wildland firefighting equipment through GSA Supply System.

Fire Department agrees:

- A. To use fire fighting and emergency response equipment and vehicles provided through the Forestry Division under the specified guidelines.

1. Federal Excess Personal Property:

- a. To use FEPP property only to suppress or assist in the suppression of fires and for other emergencies which threaten the loss of life or property as outlined in this agreement.
- b. To convert the FEPP vehicles into acceptable fire control units painted to match the other equipment owned by the Fire Department and affix the provided decal so that the cooperation between the Fire Department and the Forestry Division is properly indicated. Any modifications made to FEPP shall not exceed the GVWR when vehicle is fully loaded.
- c. To complete all necessary FEPP vehicle conversions as mentioned above including painting, provide proper storage and initial safety inspection within six months of acquisition. If a conversion is not completed within six months of acquisition, the vehicle may be reassigned by Forestry Division to another fire department.
- d. To assist in hauling any FEPP property that is assigned to the Fire Department from a location designated by Forestry Division and to be responsible for any transportation, including return of equipment to the return point designated by Forestry Division, after the item is no longer needed by the Fire Departments.
- e. To pay any repair, operational and insurance costs associated with the use of any FEPP vehicle or equipment while it is on loan to the Fire Department.
- f. To provide secure indoor storage for all loaned FEPP equipment, maintain this equipment in good, operational condition and have equipment available for inspection during normal business hours upon reasonable notification.
- g. To assure that any FEPP equipment in the Fire Department's possession is used only for fire suppression, and prevention. Any equipment secured under this program that is no longer useful to the Fire Department will be returned upon notification to the Forestry Division. The Fire Department agrees to **not** cannibalize, remove parts, or in any manner render the vehicle unusable.
- h. To maintain liability insurance coverage at no less than the state mandated minimums

- d. To allow the Forestry Division to retain physical possession of the title for up to four years, from the “in-service” date, for vehicles and rolling stock that is acquired through the FFP program and is titled in the Fire Department’s name.
- e. To not accept ownership of FFP property for the sole purpose of passing on equipment to non-firefighting agencies.
- f. To mark FFP acquired vehicles and equipment with a DoD FFP “in Cooperation” decal which will be provided by the Forestry Division; after it has received final painting. That painting should match the current colors of the fire department equipment and colors accepted by Forestry Division which are: red, white, yellow, blue or gray. with a DoD FFP “in Cooperation” decal which will be provided by the Forestry Division. All vehicles must be kept with the GVWR tolerances to be accepted by Forestry Division and a useable piece of equipment.
- g. To use this equipment only to assist in the suppression of fires and for response to other emergencies which are threatening the loss of life or property both within its operational boundaries and under mutual agreements with neighboring communities.
- h. To pick up this equipment at a place designated by the Forestry Division and to be responsible for all operational cost, transportation and repairs.
- i. To provide for adequate indoor storage and maintenance for this equipment and fire tools and to make same available for periodic inspections by the Forestry Division.
- j. To have liability insurance secured at the time the vehicle is acquired.
- k. To provide the Forestry Division with a copy of proof of current liability insurance for all FFP vehicles obtained under this program until the time at which the Fire Department take physical possession of the title.
- l. To maintain all motor vehicles obtained under the FFP program with a current Missouri Motor Vehicle Inspection sticker.
- m. To remove any and all FEPP property, ie: tanks, pumps, hose, etc., that may be affixed to the FFP acquired vehicle before the vehicle is permanently taken out of service or sold by the Fire Department. All such FEPP equipment will be return to the Forestry Division if it is no longer of use by the Fire Department.
- n. To abide by all rules and guidelines established by this agreement and supplements provided by Forestry Division.

B. Fire Reporting

1. To submit to the local designated Forestry Division representative or designated office or via the Forestry Division’s online, internet-based, wildfire reporting system, as soon as possible and no greater than 30 days after an incident, individual wildfire reports for each forest, grass, crop

APPENDIX A

Listed below are the Federal Excess Property items covered by this Agreement. As additional items are assigned, they will be added to this Appendix, dated and copies of the Transfer Document attached.

ITEMSERIAL #CONTROL#

Attachment: Forestry Division Mutual Aid Agreement - 2015 (2074 : Mutual Aid Agreement Forestry Division of MODNR)



STAFF REPORT

TO: Board of Aldermen
FROM: Jerry Gibbs, Director
DATE: December 21, 2015
SUBJECT: J4P1475 (291 CHANGE ORDER #9)

Type of Item: *Change Order***Background:**

Lehman Construction was awarded the contract to complete the 291 Highway Project for \$13,729,930.04. The Partners in Progress TDD is responsible for all contract change orders. A term in the Phase 2 funding agreement between the TDD and City specifies the city will have an opportunity to review and approve all Phase 1 change orders that occur subsequent to the agreement.

Review:

MODOT is required to account for all quantity changes in the contract. Change order #9 for \$5,434.88 is signage and brackets to allow U Turns on Commercial at Plaza and 291 and 291 at the S Walmart Drive. This amount is covered by the TDD and will count toward the advancing (loan) from the City. The current advance amount including change orders 1 through 8 stands at \$1,176,006.95 (the advance limit is \$1.5 million). The revised advance amount will become \$1,181,441.83. Unknowns from this point on in the project should be minimal. Staff is recommending approval of the change order.

Council Bill No. 003

Resolution No.

**A Resolution of the Board of Aldermen to Approve Change Order #9 to the Lehman
Construction contract with the Highway 71/291 Partners in Progress
Transportation Development District in the amount of \$5,434.88**

WHEREAS, signage and brackets, totaling \$5,434.88, is needed to allow U-turns on Commercial Street at Plaza and 291 and at 291 and the South Walmart Drive, and

WHEREAS, this amount will be paid by the Hwy. 71/291 Partners in Progress Transportation Development District, and

WHEREAS, the City, in Ordinance 3303 (05-15), adopted Feb. 17, 2015, has reserved for itself the right to review and approve any change orders which will be part of the amount advanced to the TDD, up to a limit of \$1.5 million, and

WHEREAS, the current advance amount, including Change Order Nos. 1 through 8, totals \$1,176,006.95,

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

Section 1: That the Board of Aldermen hereby approves Change Order #9 to the Lehman Construction contract with the Highway 71/291 Partners in Progress Transportation Development District in the amount of \$5,434.88.

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 4th day of January 2016.

Brian Hasek, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 4th day of January 2016

CHANGE ORDER

Date: December 11, 2015
Page 1 of 2

TO 0011540 Lehman Construction, LLC Contractor

YOU ARE HEREBY DIRECTED TO MAKE THE FOLLOWING CHANGES FROM THE CONTRACT:

form revised 20150710

Change Order No. 009
Contract ID 140523-C06
Federal Project No. I-71-(4120)
Route 49
County Cass
Change Order Type Resident Engineer Approval
Federal Oversight Yes

ESTIMATE OF COST OF WORK AFFECTED BY THIS CHANGE ORDER

PROJECT NUMBER	LINE ITEM NUMBER	ITEM CODE	CATEGORY NUMBER	DESCRIPTION	UNITS	UNITS PREVIOUSLY PROVIDED FOR	UNITS TO BE CONSTRUCTED	UNITS OVERRUN, UNDERRUN, CONTINGENT	CONTRACT OR AGREED UNIT PRICE	AMOUNT OF OVERRUN OR PLUS CONTINGENT	AMOUNT UNDERRUN OR MINUS CONTINGENT
J4P1475	1910	9020213	0030	SIGNAL HEAD, TYPE 3S	EA	23.000	26.000	3.000	\$885.24000	\$2,655.72	
	1930	9020513	0030	SIGNAL HEAD, TYPE 3B	EA	32.000	33.000	1.000	\$775.41000	\$775.41	
	2400	9031210	0040	STRUCTURAL STEEL POSTS	LB	4,450.000	4,480.000	30.000	\$2.60000	\$78.00	
	2480	9035004	0040	TYPE SHR2L-1 SIGN	SQFT	887.000	920.000	33.000	\$19.75000	\$651.75	
	2520	9035068	0040	SIGNAL SIGN, TYPE SHR2L-1	SQFT	368.000	403.000	35.000	\$36.40000	\$1,274.00	
SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:										\$5,434.88	

CONTRACT AMOUNT \$13,686,266.48

OVERRUN THIS ORDER \$5,434.88

OVERRUN PREVIOUS ORDERS \$125,282.93

TOTAL OVERRUN TO DATE \$130,717.81

TOTAL \$13,816,984.29

Signatures required on first page only.

THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO:

0011540

Lehman Construction, LLC
CONTRACTOR

Contractor's Authorized Representative

Approved - Resident Engineer
Jon G. Voss

Attachment: 140523-C06_J4P1475_Change Order 009 (Signage and Signal Heads U-Turns) (2078 : J4P1475 (291 CHANGE ORDER #9))

Change Order Reasons

Line Item Number	Reason Code	Description and Reason for Change
1910	DC	DC - Line No. 1910 - Signal Head, Type 3S - Overrun: Additional signal heads and signing were required to properly inform the traveling public of the allowable U-Turn movements at the following intersections: Eastbound U-Turn at 291/Wal-Mart Drive, Westbound U-Turn at 291/Commercial Street and Southbound U-Turn at Commercial Street/ Plaza Drive. See Line Nos. 1930, 2400, 2480 and 2520.
1930	DC	DC - Line No. 1930 - Signal Head, Type 3B - Overrun: Same as Line No. 1910.
2400	DC	DC - Line No. 2400 - Structural Steel Posts - Overrun: Same as Line No. 1910.
2480	DC	DC - Line No. 2480 - Type SHR2L-1 Sign - Overrun: Same as Line No. 1910.
2520	DC	DC - Line No. 2520 - Signal Sign, Type SHR2L-1 - Overrun: Same as Line No. 1910.

	Description	CO Amount	Cumulative Amount
CO 1	Mobilization	\$ -	\$ -
CO 2	Change in Project Start	\$ -	\$ -
CO 3	Rock Haven Sewer	\$ 28,472.42	\$ 28,472.42
CO 4	Class A, Bridge Steel	\$ 15,191.14	\$ 43,663.56
CO 5	Water Overruns	\$ 19,320.37	\$ 62,983.93
CO6	Class A X, Temp Barrier	\$ 37,689.40	\$ 100,673.33
CO 7	Extension of Contract Time	\$ -	\$ 100,673.33
CO 8	Class A Excavation	\$ 24,609.60	\$ 125,282.93
CO 9	Signal heads	\$ 5,434.88	\$ 130,717.81
	Total to-date	\$ 130,717.81	
	TDD Total		\$ 102,245.39
	City Total		\$ 28,472.42



STAFF REPORT

TO: Board of Aldermen
FROM: Jerry Gibbs, Director
DATE: December 28, 2015
SUBJECT: MAINTENANCE CONTRACT DIFFUSER MEMBRANES

Type of Item: *Contract*

Background:

The Wastewater Treatment Plant has 5 fine bubble diffusers installed. One in each of the three aeration basins and one in the each of the two digesters. A diffuser consists of a main air supply line suspended about 8" above the floor of the basin/digester. Laterals extend perpendicular and horizontally from the main air supply. Each lateral is covered by a membrane sock. The membrane evenly distributes the air from holes in the laterals.

The diffusers can be fed by two air compressors. From 2010 until April 2015 the diffusers were being fed by one compressor. The addition of the second compressor increase the wastewater treatment plant energy consumption by \$30,000 or more. A midyear budget adjustment request of \$48,000 was approved to help compensate for the additional energy cost.

The floor buckling in the digester gave staff an opportunity to review the diffuser installation and membranes. Environmental Dynamics International (EDI) located in Columbia, MO was the equipment supplier for the original installation in 2010. Staff would be using Aeration Works a Division of EDI to perform maintenance/repair and/or replacement work necessary to place the equipment in service. Their initial inspection showed there was inadequate support on the laterals and the membranes needed to be removed and replaced.

Two proposals were provided, one to remove and reinstall membranes and the other was participation in an 8 year Infinity Maintenance Program to include all five basin and digesters. If the maintenance program is accepted, Aeration Works has agreed to apply a credit return for diffuser equipment purchased in 2003 but not installed. The credit value is estimated to be about \$5,000.

ISSUE:

Membrane Change Out Agreement - In year 1, Aeration Works would replace 176 and 260 diffusers from the digester and aeration tank respectively, install additional pipe supports, check

the piping and provide an overall check of the system for \$29,987. This would be one digester and one aeration basin. The estimated cost for the remaining three in 2017 would be \$45,000. The contract would be for one new installation. A warranty of one year would apply. A second new installation would be anticipated in 4-5 years. It would be determined by performance. Two installations would be double or about \$150,000 assuming no cost increase. Aeration Works would charge \$5,000 to \$10,000 per maintenance call plus any part replacement.

Infinity Maintenance Program - The 8 year Infinity Maintenance Program provides the same as the one time replacement and annual maintenance review of five membranes over a two year period. The maintenance program would have a cost of \$20,830 per year. The cost over 8 years would be \$166,645. This program includes two new installations. The primary difference is the biannual check, cleaning of the membranes and warranty of their work. The warranty would be concurrent with the maintenance agreement. Service calls would be included in the maintenance agreement. Higher energy efficiency should be achieved. Any problems with the membranes or structure would be covered under warranty. The annual payment would have less impact to the budget.

The membrane change out or the maintenance program are not an anticipated budgeted item. However it will become an expense to get the digester operational and perform necessary maintenance on the other membranes. Not changing the membranes will continue to add energy cost to the operations.

The cost of the program will try to be absorbed into the existing budget. Change out should reduce energy cost from \$199,000 (2016) to around \$160,000 (2013).

Recommendations:

Staff is recommending entering into an Infinity Maintenance Program with Aeration Works in the amount of \$20,830 per year for eight years.

Council Bill No. 004

Resolution No.

A Resolution Authorizing the City Administrator of the City of Harrisonville to Enter into a Maintenance Agreement with Aeration Works for Eight Years in an Amount not to Exceed \$20,830 per Year.

WHEREAS, the City of Harrisonville wishes to enter into a maintenance program covering the membranes of the Wastewater Treatment Plant, and

WHEREAS, Aeration Works is capable of providing such 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 Aeration Works for an eight-year Infinity Maintenance Program at a cost not to exceed \$20,830 per year.

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 4th day of January 2016

Brian Hasek, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 4th day of January 2016



A Division of Environmental Dynamics International
 5601 Paris Rd. Columbia, MO. 65202-9399
 TELEPHONE (573) 474-9456 FAX (573) 474-6988

EDI Aeration Works Proposal 2015-129

TO: Mr. Steve Woodring
 City of Harrisonville MO

RE: Aeration Basin Equipment Maintenance
 EDI FlexAir Aeration System

Dear Mr. Woodring:

EDI Aeration Works is pleased to offer the following maintenance quotation of the EDI Aeration Equipment. The quotation includes the removal and replacement of the diffuser membranes in **one aeration tank and one digester tank** as well as a system inspection and leak check.

Maintenance Service:

The scope of Maintenance Services includes labor cost, travel and living expenses, equipment cost required to complete the scope of work outlined below.

EDI Aeration Works is uniquely capable of installing, fixing and maintaining EDI equipment. The crew that will be employed on-site has many years of installing and maintaining all types of EDI's aeration equipment, and have or will furnish all the specialized equipment to maintain this particular system. Aeration Works will insure that the maintenance meets all of EDI's specifications and directions.

Proposal Digester

- Inspect the existing sub-header piping maintain as required.
- Inspect the existing sub-header pipe supports and maintain as required.
- Inspect the existing PVC air laterals in the tank maintain as required.
- Inspect the existing lateral pipe supports and maintain as required.
- Inspect the drop pipe from mechanical soundness.
- Remove the existing 176 diffuser membranes from the tank.
- Clean and maintain the diffusers cores as required.
- Provide and install 176 new membranes on the existing maintained diffusers.
- Conduct a leak check if air and water are available.

Proposal Aeration Tank

- Inspect the existing sub-header piping maintain as required.
- Inspect the existing sub-header pipe supports and maintain as required.
- Inspect the existing PVC air laterals in the tank maintain as required.
- Inspect the existing lateral pipe supports and maintain as required.
- Provide and install 11 new pipe supports to strengthen and provide an acceptable safety factor for the air laterals.
- Remove the existing 260 diffuser membranes from the tank.
- Clean and maintain the diffusers cores as required.
- Provide and install 260 new membranes on the existing diffusers.

Attachment: EDI Membrane Changeout (2081 : MAINTENANCE CONTRACT DIFFUSER MEMBRANES)

- Inspect the transition clamps for mechanical soundness.
- Inspect the drop pipe from mechanical soundness.
- Conduct a leak check if air and water are available.

Proposal Notes:

- Bid assumes one (1) onsite trip.
- Bid assumes that the tank will be clean, dry and ready for maintenance.
- Bid does not include any work other than listed above. Additional work and parts can be provided on an as-needed basis.
- AW crew will collect and deposit old diffuser components and other miscellaneous debris close to the basin (dumpster). Client to arrange for disposal.
- Bid does not include Davis Bacon Wages.
- The personnel that will be onsite have a Certificate of Completion for Confined Space Entry 29 CFR 1910.146. The crew will each have individual four gas monitors.
- Aeration Work's crew members have extensive safety training and Aeration Works will be responsible for following our safety procedures and finishing the project safely.
- When the project is completed, Aeration Works will provide a one year labor and one year mechanical warranty on all parts, both old and new provided by EDI.

Maintenance Services Pricing:

\$29,987.00 is the total price for Material and Labor as defined above for one Digester Tank and one Aeration Tank. This price does not include any applicable taxes.

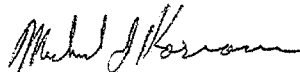
Terms:

100% net 30

An interest charge at a rate no less than prime plus 2% will be assessed on all late payments.

Date: December 16, 2015

EDI Aeration Works



Michael J Korman
Director of Business Development
Aeration Works

Attachment: EDI Membrane Changeout (2081 : MAINTENANCE CONTRACT DIFFUSER MEMBRANES)



Standard Conditions of Proposal and Sale of Equipment and Installation Services

EDI Proposal Aeration Works 2015-129

Environmental Dynamics International, hereinafter also referred to as **EDI** or the **Company**, offers this proposal to supply equipment. Any resulting contract between EDI and the **Purchaser** shall be subject to the following terms and conditions.

Services - Environmental Dynamics International is a manufacturer of water and wastewater treatment equipment and systems. EDI is not a consulting engineering firm and does not provide Professional Engineering services as part of our contracts to supply equipment hardware.

Process and Performance Warranties - Contracts for purchase of equipment accepted by EDI exclude any process or performance warranties related to system design. Additionally, no biological or process performance warranties are expressed or may be implied by the participation of EDI in this contract. Any biological or process performance warranty for systems supplied by the Company shall be specifically and independently detailed and signed as a separate contract by an authorized Officer of the Company.

Governing Law - Any proposal for equipment supply made by the Company as well as any contract between the Company and the Purchaser are deemed to be executed at Columbia, Missouri, USA, subject to correction for typographical or mathematical errors and governed by Missouri law.

Credit Approval - Performance of any contract by the Company is contingent upon Purchaser credit approval. Credit may be waived in lieu of a project materials payment bond. A materials payment bond supplied to the project Owner or Engineer by the Purchaser is acceptable. EDI reserves the right to hold shipment on delinquent accounts.

Force Majeure - Strikes, fires, accidents, war, reduced supply of fuel or raw materials or excessive cost thereof, or other restraints affecting shipments or curtailments in manufacturing or due to delays unavoidable by or beyond the control of the Company shall be governed by *force majeure*.

Costs and Damages - The Company shall in no instance be liable for indirect or special costs, consequential or liquidated damages or any penalties outside the written contract.

Special Hazards - Unusual conditions such as rock, poor foundation soils, excess water or other unusual site or safety conditions are not covered by this standard Company proposal. Extra costs emanating from unusual site or safety conditions shall be negotiated with written agreements developed at or subsequent to the time of discovery and prior to further work being completed by EDI.

Shipment & Delivery Times - Statements as to expected date of hardware shipment represent the Company's best judgment, but shipment on those dates is not guaranteed. The Purchaser hereby waives all claims to damages caused by delay in shipment or delivery of hardware.

Insurance - The Purchaser agrees to provide and maintain for the benefit of the Company adequate insurance for the equipment herein specified from the time of its shipment from EDI until paid for in full and the Purchaser agrees to assume all loss over and above that compensated for by such insurance. The Purchaser shall procure and pay for all public liability insurance during the installation of any EDI provided equipment.

Title of Ownership - All equipment and/or services ordered by Purchaser from the Company shall remain the property of the Company until fully paid for in cash.

Cancellation or Suspension - of any order will be accepted only upon terms that will indemnify the Company against loss. Additionally, the Company may invoice the Purchaser 15% of the agreed upon contract price.

Back Charges - must be approved by EDI, in writing, before they will be accepted. EDI will make every effort to offer prompt consideration and approval of legitimate back charges.

Invoicing - The Company may make partial billings of the contract price as various components of the equipment are shipped. When equipment is manufactured by EDI, but shipment is delayed by the Customer, EDI shall be paid in accordance with contract terms as though delivery had been accomplished.

Storage Charges - When EDI manufactures equipment to meet schedules established by the Purchaser, the Company reserves the right to invoice the Purchaser for storage charges on items held at EDI at the rate of 1% per month of the sale price.

Default for Non-Payment - Contracts in default of the payment terms may be subject to any or all of the following; should the Purchaser fail to pay the purchase price as agreed the Company may, a) retain as liquidated damages all partial payments made on account thereof to date without prejudice to any other claim for damages suffered by the Company for any cause, b) be allowed site access to recover hardware, c) obtain other balances due from arbitration or d) an interest charge on outstanding invoices billed at the rate of 1.5% per month, 18% per annum.

Attorney Fees - For any suits brought or retainage paid to attorneys to collect any part of the purchase price or to enforce any provision herein, the Purchaser will pay EDI attorney fees and related expenses including an administrative fee equal to the attorney fees.

Bankruptcy, Receivership or Insolvency Proceedings - Should bankruptcy, receivership or insolvency proceedings be instituted by or against the Purchaser or should the Purchaser make an assignment in favor of creditors, the unpaid balance of the purchase price shall immediately become due and payable at the option of the Company. Notwithstanding other arrangements to the contrary, the Company shall be free to enter premises where equipment for which the Company has not been fully paid may be located and remove said equipment as its property without prejudice to any further claims on amounts of damage which the Company may suffer from any cause.

Promissory Note - Acceptance of a promissory note or other evidence of debt for any part of price shall not be construed as payment.

Patent Infringement - Any interference with Purchaser's use of equipment supplied by the Company on the grounds that such use constitutes an infringement of any patent shall impose no liability on the Company.

Spare or Potential Warranty Parts - If spare parts or potential warranty parts are required immediately, EDI may ship those parts subject to the following limitations: a) Purchaser agrees to pay for additional components or spare components including special freight charges. Reimbursement will be issued as a credit to the Purchaser's account in the event potential warranty parts are verified as actual warranty defects and b) Contract price adjustments or price adjustments on additional or spare components are subject to EDI approval and original contract terms.

Defective, damaged, improper material or shortage - Claims will not be allowed unless written notice specifying the nature and extent of the defect, damage or shortage is received in the Company's office within fourteen (14) days from unloading - unless the defect, damage or shortage is of such a nature that it would not be reasonably discovered until the material is assembled and/or erected as a finished product, then the fourteen (14) days will begin from the date of commencement of assembly and/or erection.

Mechanical Warranty - As per **Manufacturers Limited Mechanical Warranty Statement**

Accepted by Buyer:

Date:

Accepted by Seller / Environmental Dynamics International Inc.

Date:



Aeration Works

Global Maintenance & Installation Services

A Division of Environmental Dynamics International

5601 Paris Rd. Columbia, MO. 65202-9399

TELEPHONE (573) 474-9456

FAX (573) 474-6988

EDI Aeration Works Proposal 2015-130

TO: Mr. Steve Woodring
City of Harrisonville MO

RE: Aeration Basin Equipment Maintenance
EDI FlexAir Aeration System
8 Year Infinity Maintenance Program

Dear Mr. Woodring:

EDI Aeration Works is pleased to offer the following extended maintenance plan quotation of the EDI Aeration Equipment. The quotation includes the removal and replacement of the diffuser membranes in two digesters and three aeration tanks a total of two times during the plan and an extended warranty for a period of 9 years.

Maintenance Service:

The scope of Maintenance Services includes labor cost, travel and living expenses, equipment cost required to complete the scope of work outlined below.

EDI Aeration Works is uniquely capable of installing, fixing and maintaining EDI equipment. The crew that will be employed on-site has many years of installing and maintaining all types of EDI's aeration equipment, and have or will furnish all the specialized equipment to maintain this particular system. Aeration Works will insure that the maintenance meets all of EDI's specifications and directions.

Proposal Digester

- Inspect the existing sub-header piping maintain as required.
- Inspect the existing sub-header pipe supports and maintain as required.
- Inspect the existing PVC air laterals in the tank maintain as required.
- Inspect the existing lateral pipe supports and maintain as required.
- Inspect the drop pipe from mechanical soundness.
- During year 1 and 2 and year 7 and 8 perform the additional services.
 - a. Remove the existing 176 diffuser membranes from the tank.
 - b. Clean and maintain the diffusers cores as required.
 - c. Provide and install 176 new membranes on the existing maintained diffusers.
- Conduct a leak check if air and water are available.

Proposal Aeration Tanks

- Inspect the existing sub-header piping maintain as required.
- Inspect the existing sub-header pipe supports and maintain as required.
- Inspect the existing PVC air laterals in the tank maintain as required.
- Inspect the existing lateral pipe supports and maintain as required.
- During year 1 and 2; provide and install 11 new pipe supports to strengthen and provide an acceptable safety factor for the air laterals.

Attachment: EDI Infinity Maintenance Program (2081 : MAINTENANCE CONTRACT DIFFUSER MEMBRANES)

- During year 1 and 2 and year 7 and 8 perform the additional services.
 - a. Remove the existing 260 diffuser membranes from the tank.
 - b. Clean and maintain the diffusers cores as required.
 - c. Provide and install 260 new membranes on the existing maintained diffusers.
- Inspect the transition clamps for mechanical soundness.
- Inspect the drop pipe from mechanical soundness.
- Conduct a leak check if air and water are available.

Proposal Notes:

- Bid assumes one (1) onsite trip per year. One digester and one aeration tank will be inspected in years 3 and 5; and one digester and two aeration tanks will be inspected in years 4 and 6.
- Bid assumes that the tank will be clean, dry and ready for equipment maintenance.
- Bid does not include any work other than listed above. Additional work and parts can be provided on an as-needed basis.
- AW crew will collect and deposit diffuser components and other miscellaneous debris close to the basin (dumpster). Client to arrange for disposal.
- Bid does not include Davis Bacon Wages.
- Owner to provide basin ingress/egress, (i.e. Ladder)
- The personnel that will be onsite have a Certificate of Completion for Confined Space Entry 29 CFR 1910.146. The crew will each have individual four gas monitors.
- Aeration Work's crew members have extensive safety training and Aeration Works will be responsible for following our safety procedures and finishing the project safely.
- When the project is completed, Aeration Works will provide a one year labor and one year mechanical warranty on all parts, both old and new provided by EDI.

8 Year Schedule

Year 1 - 1 Digester & 1 Aeration Basin	• Membrane Replacement, New Supports and Inspection
Year 2 - 1 Digester & 2 Aeration Basin	Membrane Replacement, New Supports and Inspection
Year 3 - 1 Digester & 1 Aeration Basin	Inspection and Maintenance
Year 4 - 1 Digester & 2 Aeration Basin	Inspection and Maintenance
Year 5 - 1 Digester & 1 Aeration Basin	Inspection and Maintenance
Year 6 - 1 Digester & 2 Aeration Basin	Inspection and Maintenance
Year 7 - 1 Digester & 1 Aeration Basin	Membrane Replacement and Inspection
Year 8 - 1 Digester & 2 Aeration Basin	Membrane Replacement and Inspection

Extended Maintenance Plan Pricing:

\$166,645.00 is the total price for the 8 year extended maintenance plan. The plan will be billed and paid on a **\$20,830.00/year basis**.

Rebates

In conjunction with the total Extended Maintenance Plan, EDI is offering a one-time credit for returning the (210) 91-762 T-Series Tube Diffusers that were purchased in 2001. The credit will be applied to your account after receipt of the Purchase Order for the Extended Maintenance Plan and upon return of the diffusers.

The quoted pricing is plus all applicable taxes and is firm for 120 days. EDI Aeration Works reserves the right to evaluate pricing after this time period and apply an appropriate inflation factor.

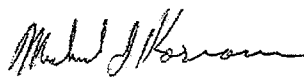
Maintenance Terms:

100% net 30 upon completion of each tank.

An interest charge at a rate no less than prime plus 2% will be assessed on all late payments.

Date: December 16, 2015

EDI Aeration Works



Michael J Korman
Director of Business Development
Aeration Works

Standard Conditions of Proposal and Sale of Equipment and Installation Services

EDI Proposal Aeration Works 2015-130

Environmental Dynamics International, hereinafter also referred to as **EDI** or the **Company**, offers this proposal to supply equipment. Any resulting contract between **EDI** and the **Purchaser** shall be subject to the following terms and conditions.

Services - Environmental Dynamics International is a manufacturer of water and wastewater treatment equipment and systems. EDI is not a consulting engineering firm and does not provide Professional Engineering services as part of our contracts to supply equipment hardware.

Process and Performance Warranties - Contracts for purchase of equipment accepted by EDI exclude any process or performance warranties related to system design. Additionally, no biological or process performance warranties are expressed or may be implied by the participation of EDI in this contract. Any biological or process performance warranty for systems supplied by the Company shall be specifically and independently detailed and signed as a separate contract by an authorized Officer of the Company.

Governing Law - Any proposal for equipment supply made by the Company as well as any contract between the Company and the Purchaser are deemed to be executed at Columbia, Missouri, USA, subject to correction for typographical or mathematical errors and governed by Missouri law.

Credit Approval - Performance of any contract by the Company is contingent upon Purchaser credit approval. Credit may be waived in lieu of a project materials payment bond. A materials payment bond supplied to the project Owner or Engineer by the Purchaser is acceptable. EDI reserves the right to hold shipment on delinquent accounts.

Force Majeure - Strikes, fires, accidents, war, reduced supply of fuel or raw materials or excessive cost thereof, or other restraints affecting shipments or curtailments in manufacturing or due to delays unavoidable by or beyond the control of the Company shall be governed by *force majeure*.

Costs and Damages - The Company shall in no instance be liable for indirect or special costs, consequential or liquidated damages or any penalties outside the written contract.

Special Hazards - Unusual conditions such as rock, poor foundation soils, excess water or other unusual site or safety conditions are not covered by this standard Company proposal. Extra costs emanating from unusual site or safety conditions shall be negotiated with written agreements developed at or subsequent to the time of discovery and prior to further work being completed by EDI.

Shipment & Delivery Times - Statements as to expected date of hardware shipment represent the Company's best judgment, but shipment on those dates is not guaranteed. The Purchaser hereby waives all claims to damages caused by delay in shipment or delivery of hardware.

Insurance - The Purchaser agrees to provide and maintain for the benefit of the Company adequate insurance for the equipment herein specified from the time of its shipment from EDI until paid for in full and the Purchaser agrees to assume all loss over and above that compensated for by such insurance. The Purchaser shall procure and pay for all public liability insurance during the installation of any EDI provided equipment.

Title of Ownership - All equipment and/or services ordered by Purchaser from the Company shall remain the property of the Company until fully paid for in cash.

Cancellation or Suspension - of any order will be accepted only upon terms that will indemnify the Company against loss. Additionally, the Company may invoice the Purchaser 15% of the agreed upon contract price.

Back Charges - must be approved by EDI, in writing, before they will be accepted. EDI will make every effort to offer prompt consideration and approval of legitimate back charges.

Invoicing - The Company may make partial billings of the contract price as various components of the equipment are shipped. When equipment is manufactured by EDI, but shipment is delayed by the Customer, EDI shall be paid in accordance with contract terms as though delivery had been accomplished.

Storage Charges - When EDI manufactures equipment to meet schedules established by the Purchaser, the Company reserves the right to invoice the Purchaser for storage charges on items held at EDI at the rate of 1% per month of the sale price.

Default for Non-Payment - Contracts in default of the payment terms may be subject to any or all of the following; should the Purchaser fail to pay the purchase price as agreed the Company may, a) retain as liquidated damages all partial payments made on account thereof to date without prejudice to any other claim for damages suffered by the Company for any cause, b) be allowed site access to recover hardware, c) obtain other balances due from arbitration or d) an interest charge on outstanding invoices billed at the rate of 1.5% per month, 18% per annum.

Attorney Fees - For any suits brought or retainage paid to attorneys to collect any part of the purchase price or to enforce any provision herein, the Purchaser will pay EDI attorney fees and related expenses including an administrative fee equal to the attorney fees.

Bankruptcy, Receivership or Insolvency Proceedings - Should bankruptcy, receivership or insolvency proceedings be instituted by or against the Purchaser or should the Purchaser make an assignment in favor of creditors, the unpaid balance of the purchase price shall immediately become due and payable at the option of the Company. Notwithstanding other arrangements to the contrary, the Company shall be free to enter premises where equipment for which the Company has not been fully paid may be located and remove said equipment as its property without prejudice to any further claims on amounts of damage which the Company may suffer from any cause.

Promissory Note - Acceptance of a promissory note or other evidence of debt for any part of price shall not be construed as payment.

Patent infringement - Any interference with Purchaser's use of equipment supplied by the Company on the grounds that such use constitutes an infringement of any patent shall impose no liability on the Company.

Spare or Potential Warranty Parts - If spare parts or potential warranty parts are required immediately, EDI may ship those parts subject to the following limitations: a) Purchaser agrees to pay for additional components or spare components including special freight charges. Reimbursement will be issued as a credit to the Purchaser's account in the event potential warranty parts are verified as actual warranty defects and b) Contract price adjustments or price adjustments on additional or spare components are subject to EDI approval and original contract terms.

Defective, damaged, improper material or shortage - Claims will not be allowed unless written notice specifying the nature and extent of the defect, damage or shortage is received in the Company's office within fourteen (14) days from unloading - unless the defect, damage or shortage is of such a nature that it would not be reasonably discovered until the material is assembled and/or erected as a finished product, then the fourteen (14) days will begin from the date of commencement of assembly and/or erection.

Mechanical Warranty - As per **Manufacturers Limited Mechanical Warranty Statement**

Accepted by Buyer:

Date:

Accepted by Seller / Environmental Dynamics International Inc.

Date:



STAFF REPORT

TO: Board of Aldermen
FROM: Jerry Gibbs, Director
DATE: December 21, 2015
SUBJECT: AWARD OF WATER TREATMENT PLANT OZONE EQUIPMENT

Type of Item: *Contract*

BACKGROUND: The Water Plant Rehabilitation and Filter Replacement Projects has used a “Core” planning group made up of City staff (city administrator, director and ass’t director of public works, lead water treatment operator), Aldermen Dickerson and Coburn and key members from Burns and McDonnell (Jeff Klein, Rachael Thompson, Tyler Shoemaker and other B & McD staff as required). The Core group has reviewed and had input at each stage of the planning and design of the Water Treatment Project. Ozone was selected as the preferred technology to address the taste, odor and color issues in our drinking water.

The Core group approved Burns and McDonnell’s recommendation to preselect the ozone equipment. This would allow the city to determine the type of ozone equipment that would best meet our needs. The alternative would have the contractor selecting the equipment for us. The Core group determined the city selecting the equipment would be the preferred method.

The selection process had to comply with SRF procurement requirements to be eligible for inclusion the loan. SRF provide their input and acknowledgement the process complied with their requirements. The Affidavit of Publication is attached.

ISSUE: There are two companies that provide this type of ozone equipment in the Unites States for drinking water. BMcD has been coordinating with both of these companies over the last 18 months and both were sent a request for proposal. SRF required at least a 30 day proposal period. Bids were scheduled to be open and read at 2 PM on December 15th at City Hall. Only one supplier of the required ozone equipment submitted a bid, Pinnacle Ozone Solutions, Inc in the amount of \$569, 453.62. An electronic bid was received by Burns and McDonnell approximately 70 minutes after the bid deadline from Ozone Water Systems, Inc. and was incomplete. A hard copy was received in the mail on 12-17. The bid was considered non-responsive according to both City and SRF procurement rules.

Staff is recommending approval of the Ozone Equipment purchase from Pinnacle Ozone Solutions, Inc in the amount of \$569,453.62. The Water Treatment Plant Contractor will include

this price in their bid and purchase and install the equipment. Burns and McDonnell had estimated the ozone equipment cost at \$770,000.

Council Bill No. 005

Resolution No.

A Resolution Authorizing the City Administrator of the City of Harrisonville to Direct Burns and McDonnell to Purchase Ozone Equipment to be used at the Water Treatment Plant from Pinnacle Ozone Solutions, Inc. at a Cost not to exceed \$569,453.62.

WHEREAS, ozone equipment is required as part of the upgrades at the Water Treatment Plant, and

WHEREAS, a notice was posted and bids were received for ozone equipment, and

WHEREAS, Pinnacle Ozone Solutions, Inc. was the low bidder, with a bid of \$569,453.62,

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 to direct Burns and McDonnell to purchase ozone equipment to be used at the Water Treatment Plant from Pinnacle Ozone Solutions, Inc. at a cost not to exceed \$569,453.62.

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 4th day of January 2016.

Brian Hasek, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 4th day of January 2016

AFFIDAVIT OF PUBLICATION

Date:

(Space above for recording information)

STATE OF MISSOURI)
COUNTY OF CASS) ss.

I, Kristi Feiss, being duly sworn according to law, state that I am the Advertising Manager of The Democrat Missourian, a weekly/daily newspaper of general circulation in the County of Cass, State of Missouri, where located; which newspaper has been admitted to the Post Office as periodical class matter in the City of Harrisonville, Missouri, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers, voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050, Revised Statutes of Missouri 2004, and Section 59.310, Revised Statutes of Missouri 2004. The affixed notice appeared in said newspaper in the following consecutive issues:

1st
Insertion: Vol. 136 No. 5, 13 day of Nov 2015

2nd
Insertion: Vol. _____ No. _____, _____ day of _____ 20____

3rd
Insertion: Vol. _____ No. _____, _____ day of _____ 20____

4th
Insertion: Vol. _____ No. _____, _____ day of _____ 20____

Kristi D. Feiss
Kristi D. Feiss,
Advertising Manager

Subscribed and sworn to before me on this 13 day of Nov, 2015.

Julie M. Hicks
Julie M. Hicks, Notary Public



JULIE M. HICKS
My Commission Expires
June 12, 2017
Cass County
Commission #13727108

**INVITATION
TO BID**

Advertised November
13, 2015

Sealed bids will be received by the City Clerk at City Hall, Harrisonville, Missouri, until 2:00 PM on TUESDAY, DECEMBER 15, 2015 at which time bids for: OZONE EQUIPMENT PRE-SELECTION HARRISONVILLE MISSOURI WATER TREATMENT PLANT will be publicly opened and read aloud. The work under this Contract consists of the following:

Provision of a complete on-site ozone generation system including the following equipment: ozone generator, chiller, oxygen generator, ozone injection, instrumentation, and controls. The system will be pre-selected for incorporation in the upcoming Water Treatment Plant Improvements project.

Bids may be submitted via mail to the following address:

Attn: City Clerk
P.O. Box 367
Harrisonville, MO
64701

Alternatively, Bids may be submitted in person at the following address:

Attn: City Clerk
300 East Pearl St.
Harrisonville, MO
64701

Submit Bid questions to:

Rachel Thompson

Burns & McDonnell

Email: rachelthompson@burnsmcd.com

Phone: 816-276-1561

All equipment, material and workmanship must be in accordance with the Specifications and

Request for Proposal (RFP) Documents. Contractors desiring the RFP Documents for use in preparing bids may obtain a set of such documents by contacting Rachel Thompson at the email address listed above.

The City reserves the right to accept or reject any or all bids and to waive any technicalities, irregularities or informalities therein, to determine which is the lowest, responsive, responsible bidder. Bids may be modified or withdrawn by written request of the bidder received in the office of the City Clerk, prior to the time and date for bid opening.

Tax Exempt Status:

All or certain items required for this contract are for the constructing, repairing, or remodeling of facilities for an exempt entity and qualify for exemption from State and local sales and use taxes under R.S.Mo 144.062. The RFP includes tax exemption provisions covering the submission of the application for tax exemption determination by the Bidder awarded the Contract.

Missouri State Revolving Fund: This project will be financed through the Missouri State Revolving Fund (SRF), established by the sale of Missouri Water Pollution Control bonds and federal Capitalization Grants to Missouri.

The Bid shall be conditioned upon compliance with all labor related requirements and conformance to MDNR SRF criteria. Any contract or contracts awarded under this Invitation to Bid will be funded in part by a grant from the United States Environmental Protection Agency. Neither the United States nor any of its departments, agencies, or employees is or will be a party to this Invitation to Bid or any resulting contract. This procurement will be subject to applicable regulations contained in 40 CFR 33.

5-1tc



TO: Board of Aldermen
FROM: Sheryl Stanley, Deputy City Clerk
DATE: December 30, 2015
SUBJECT: Austin Peters Group

Type of Item: *Approval*

The city has received the attached Letter of Understanding from the Austin Peters Group, outlining the scope of services for the recruitment of a new city administrator. The board is asked to authorize the city administrator to sign this document so work can begin.

Mr. Tholen will discuss this item with you during the meeting.

Council Bill No. 006

Resolution No.

A Resolution of the Board of Aldermen of Harrisonville, MO authorizing the City Administrator to Sign a Letter of Understanding for City Administrator Recruitment Services with the Austin Peters Group

WHEREAS, the City of Harrisonville wishes to utilize the services of the Austin Peters Group to recruit an individual to fill the position of City Administrator, and

WHEREAS, the Austin Peters Group is willing to provide such services and has submitted the attached Letter of Understanding, outlining their proposed scope of 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, Missouri is hereby authorized and directed to sign the attached Letter of Understanding between the Austin Peters Group and the city for City Administrator recruitment services.

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 4th day of January 2016

Brian Hasek, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 4th day of January 2016



OVERLAND PARK, KS OFFICE: P.O. Box 27196, Overland Park, KS 66225 Phone: (913) 851-7530 Fax: (913) 851-7529
 MANHATTAN, KS OFFICE: 509 Edgerton Ave., Manhattan, KS 66502 Phone: (785) 537-1690 Fax: (913) 851-7529
www.austinpeters.com

December 23, 2015

**Letter of Understanding
 between The Austin Peters Group, Inc. and the City of Harrisonville, Missouri,
 for City Administrator Recruitment Services**

This letter shall serve as an agreement between the City of Harrisonville, Missouri, and The Austin Peters Group, Inc. of Overland Park, Kansas, governing the provision of services related to the organization's recruitment of a City Administrator. The Austin Peters Group, Inc. shall provide services in support of City's recruitment as follows:

A. Develop a candidate recruitment profile. The profile is the central document that drives the recruitment process. The approved profile represents the consensus of the governing body on its preferred candidate and is used to help the City put its "best foot forward" in marketing to the most qualified candidates. Getting the details right on the recruitment profile is of utmost importance. The four steps for profile development are:

a. Conduct stakeholder focus group. Focus group participants will be asked by our Recruitment Advisor a series of questions designed to elicit responses about qualifications and qualities that the governing body should seek in the next City Administrator. The format and questions will be approved by the City. A written report summarizing participant responses will be prepared for the Mayor and Aldermen before their interviews in step b below. Focus group participants are selected by the City, and they may be either a representative group of City employees, community members or both.

b. Conduct on-site interviews with the Mayor and individual Aldermen on the following topics:

- The desired qualifications and qualities of the City Administrator
- Community expectations and priorities in selection of the Administrator
- Immediate issues the Administrator will be expected to address
- Procedures and steps for candidate interviews
- Other expectations regarding the recruitment process
- Parameters of the compensation package

c. Prepare recruitment profile for governing body consideration and adoption. Based on information gathered from interviews, a recruitment profile with the following sections will be drafted for governing body review:

- Description of the community and detailed description of municipal organization
- Qualifications for the position of Administrator (minimum and preferred)

- Qualities desired for the position of Administrator
- Job description of City Administrator
- Major issues facing the City
- Recruitment timetable
- Parameters of compensation

d. Format and publish recruitment profile as an on-line brochure. The brochure will include attractive pictures of City facilities and the Harrisonville community (photos provided by the client), and will be formatted so it can be linked to the main page of the City's website. Vacancy announcements will refer prospective candidates to this link. (Service is optional but recommended)

B. Recommend and Implement Position Marketing Strategies and Initiate Affirmative Contacts. Our Recruitment Advisor will offer seasoned advice as to the professional and association-related job boards preferable for marketing the position. We will advise that ad space be purchased sufficient to publish detail to effectively market the organization and community. We will prepare different versions of ad copy to meet the format requirements of chosen media outlets. Ad placement and payment are the responsibility of the City of Harrisonville which is a cost savings to the City, since the City can access these services for no or lower cost fees than our firm.

We will make extensive use of our consultants' networks of professional local government managers to identify current people in the profession who match the City's preferred candidate. We also will tap into the local government management network in Missouri and adjacent states for the same purpose. We will send the Recruitment Profile to these persons and follow up with personal phone calls to encourage their candidacies.

C. Receive, process and screen all resume-related materials. Our Advisor will receive all candidate resume material submissions, and in doing so, offer the City the following assurances:

- During the four-week period in which resumes are solicited, we will regularly update governing body members on the number and characteristics of resumes submitted.
- We will guarantee confidentiality of all candidate information and communication, sharing information only with elected officials and staff designated to participate in the recruitment.
- Our communication with all candidates who inquire about or submit a resume will be timely, professional and project a positive image of the City of Harrisonville.
- We will act solely in the interests of the City; our job is not to promote the interests of any candidates for the position.

Our Advisor will review resumes against the position requirements and preferences published in the Recruitment Profile and identify the candidates who are the closest match. We will screen promising candidates as follows:

- Communicate with candidates to clarify gaps or discrepancies in resume information and solicit additional information for evaluating their candidacies;
- Conduct an on-line research for relevant information about candidates from public sources, especially print and electronic media.

We do not call references at this recruitment stage in order to honor the confidentiality of resume submissions.

D. Conduct informal phone interviews with a short list of candidates who most closely match the Commission's preferred candidate. Interviews can enable preliminary evaluation of candidates' communication and interpersonal skills, leadership styles and ethical standards. Our Advisor has seasoned interview skills that can discern subtle cues that reveal such information.

E. Deliver Candidate Screening Report. Based on the screening steps identified earlier, our Advisor will prepare a confidential Candidate Screening Report that will contain the following information:

- Profile of each recommended candidate, highlighting number of preferred qualifications, work history, relevant experience, strengths and concerns/limitations.
- Candidate resumes and copies of relevant media reports and other information from credible public sources.

Most governing bodies want the names and materials of five to seven candidates who are the closest match to the preferred candidate. The actual length of the report is determined by the strength of the candidate pool. Our Screening Report will also identify alternate candidates in the event that the final candidate pool is reduced by candidates who withdraw their applications or whose interviews are less than satisfactory. Our Advisor will be present in person to deliver the Report, answer questions and receive the governing body's decision on candidates it wishes to interview.

F. Advise on interview process, facilitate development of interview questions and observe candidate interviews. After receiving the Screening Report, the governing body will determine finalists for the position. Once this decision is made, the governing body should determine the process, guidelines and questions for interviewing and selecting a preferred candidate. For example: the interview process may include community and facility tours, forums with employees and/or other stakeholders, and candidate hospitality events, in addition to an interview with the governing body.

Our Advisor can assist the governing body with developing an effective and legally compliant interview process. Our firm's President, Rebecca Crowder, maintains certification in the Society for Human Resource Management Association which enables us to keep up-to-date with evolving case law; her credential allows our firm to offer the most legally current advice. Toward this end we can:

- Work with designated staff to schedule and coordinate interview process for each candidate;
- Provide the Mayor and Aldermen with a menu of interview questions and facilitate agreement on questions to be used, assuring that all questions are legally permissible;
- Observe candidate interviews and be available to offer advice if requested;
- Assist, as requested, with facilitating governing body agreement on a preferred candidate.

G. Assist as requested in negotiating total compensation and employment agreement. Compensation and employment agreement elements may include: base salary, car and

technology allowances, deferred compensation (over general retirement benefits), fees for professional development, relocation expenses, severance provisions, and contract length. We advise that it is in the City's best interests for the governing body to designate one of its own members to negotiate with the candidate who receives the conditional offer of employment. We will be available to provide negotiation advice which will be offered solely with the City's interests in mind. We can provide examples of recent local government employment agreements if needed to assist the governing body and its attorney with development of language.

H. Maintain professional and timely communication with all candidates throughout the process.

During the first half of the recruitment process, we are the only point of contact for prospective and actual candidates. We will insure that all of our interactions convey a positive image of the City of Harrisonville and its officials and staff.

Under this agreement, the City of Harrisonville is responsible as follows:

- a) An employee of the City of Harrisonville who holds the confidence of the governing body will be designated to provide logistical support and clerical assistance to the recruitment process.
- b) Legal counsel will be available to advise the governing body on any legal issues arising in the recruitment process and prepare the employment agreement.
- c) The City of Harrisonville will pay for all direct costs such as reproduction of recruitment-related documents including but not limited to the Recruitment Profile, resumes, all travel and related incidental expenses for candidate interviews, costs to conduct formal candidate background checks, and any other related direct costs.

The City of Harrisonville agrees to compensate The Austin Peters Group, Inc. for performance of the above services, items A - H, a total of \$12,500 which includes all of the firm's related costs including travel. An initial payment of \$4,100 is due upon signature of this letter of agreement (an invoice will be submitted); a second payment of \$4,200 is due when the Candidate Screening Report is delivered; and the balance of \$4,200 due when a candidate is appointed to the position.

If the governing body decides to remarket the position in the event it does not select from among a group of qualified candidates, The Austin Peters Group, Inc. will bill any additional requested services by the governing body at \$100 per hour (hourly rate includes all of the firm's incurred costs).

I. Proposed Recruitment Timetable (approximate)

- | | |
|-------------|--|
| January 5: | Focus group conducted; findings provided to governing body members
Information needs for Recruitment Profile provided to City staff |
| January 6 | Individual interviews of Mayor and Aldermen |
| January 19: | Mayor and Board approve text of City Administrator Recruitment Profile |

- January 25 City Administrator Recruitment brochure completed
Announcement of position vacancy posted on job boards
- February 25: Preferred deadline for resume submission reported
- March 9: Consultant delivers confidential Screening Report
- March 16 Mayor and Board confer about Screening Report, determine finalists and invite
them for interviews (meeting in Executive Session with Recruitment Advisor)
- March 29: Mayor and Board interview finalists; Recruitment Advisor presents reference
(week of) reports
- April 3: Mayor and Board determine preferred candidate, make offer; negotiate
(week of) employment agreement
- April 10: Employment agreement approved; new City Administrator announced
(week of)
- May 1: New City Administrator begins work (or as soon thereafter as possible)

This letter of agreement may be amended by mutual written agreement if the Board of Aldermen wishes to expand the scope of recruitment-related services. The Austin Peters Group, Inc. will bill any additional requested services by the Board at \$100 per hour (hourly rate includes all of the firm's incurred costs). If at some point in the first 45 days of the project the Board of Aldermen wish to have Marla Flentje, lead facilitator, replaced with Rebecca Crowder, that request will be honored.

With regard to the services to be performed by The Austin Peters Group, Inc., pursuant to the terms of the agreement, The Austin Peters Group, Inc. shall not be liable to the City of Harrisonville or to anyone who may claim any right due to his relationship with the City of Harrisonville for any amount exceeding the total fee paid to Austin Peters Group, Inc.

If the terms of this agreement meet with your approval, please indicate the same by your signature and returning a copy of this agreement (all pages of this "LETTER OF UNDERSTANDING...") for our firm's files. You may return the signed letter by email via a PDF file (mflentje@austinpeters.com) or via fax, 913-851-7529. Thank you very much.

Accepted by: Rebecca Crowder
President, The Austin Peters Group, Inc.

Date: December 23, 2015

Accepted by: _____
Representative of the City of Harrisonville

Date: _____