



**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
APRIL 18, 2016
7:00 PM**

- 1. Call to Order & Pledge of Allegiance**
- 2. Roll Call**
 - A. Roll Call**
- 3. Ceremonial Matters**
 - A. A Service Award to Honor Randy Gentry for 30 Years of Loyal Service to the City of Harrisonville**
- 4. Public Participation**
- 5. Approval of Minutes**
 - A. Board of Aldermen - Special Meeting - Mar 21, 2016 6:00 PM**
 - B. Board of Aldermen - Regular Meeting - Mar 21, 2016 7:00 PM**
 - C. Board of Aldermen - Work Session - Apr 4, 2016 6:00 PM**
 - D. Board of Aldermen - Special Meeting - Apr 4, 2016 7:01 PM**
- 6. Unfinished Business**
 - A. Council Bill 022: A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A DESIGN/BUILD CONTRACT WITH CAS/BURNS AND McDONNELL TO MAKE REPAIRS TO THE DIGESTER BASIN FLOOR AT THE WASTEWATER TREATMENT PLANT AT A COST NOT TO EXCEED \$845,850.**
 - B. Council Bill 023, 2nd Reading: AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF HARRISONVILLE AS FOLLOWS: CHAPTER 700, SECTION 700.460, BY ESTABLISHING NEW RATES FOR MUNICIPAL WATER SERVICES.**

- C. **Council Bill 024, 2nd reading: AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF HARRISONVILLE CHAPTER 700, SECTION 400.480 BY ESTABLISHING NEW RATES FOR SEWER SERVICES.**
 - D. **Council Bill 025, 2nd Reading: AN ORDINANCE OF THE CITY OF HARRISONVILLE ESTABLISHING A NEW RATE FOR RESIDENTIAL SOLID WASTE COLLECTION.**
- 7. **Certify Election Results**
 - A. **Council Bill 030: AN ORDINANCE DECLARING THE RESULTS OF THE CITY GENERAL ELECTION HELD ON APRIL 5, 2016, FOR THE OFFICES OF FOUR ALDERMEN AND A BALLOT QUESTION.**
- 8. **Swear In New Aldermen**
- 9. **Expressions of Appreciation to Outgoing Officials**
- 10. **Recess to a Reception for New & Outgoing Officials (15 Minutes)**
- 11. **Reconvene Meeting/Call to Order/Roll Call**
- 12. **New Business**
 - A. **Election of Acting President of the Board**
 - B. **Special Event Permit: Camp Valor Outdoors 2016 Honor Walk**
 - C. **Stacy Cox Memorial Run Event Permit**
- 13. **Aldermen & Committee Reports**
- 14. **Report from City Administrator**
- 15. **Report from the Mayor**
- 16. **Questions from the Media**
- 17. **Adjourn from Regular Session**

Posted on City Hall Bulletin Board this 14th day of April 2016

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

Presented by the Mayor and the Harrisonville Board of Aldermen to

Randy Gentry

In Grateful Appreciation for

30 Years

Of Dedicated Service to



April 18, 2016

Brian Hasek, Mayor



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
SPECIAL MEETING
CITY HALL
MARCH 21, 2016
6:00 PM

1. Call to Order

The meeting was called to order at 6:00 PM by Mayor Brian Hasek

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	Present	
Morris Coburn	Board Member	Present	
Stacey Dahlman	Board Member	Present	
Brian Hasek	Mayor	Present	

Others Present: Interim City Administrator, City Attorney Steve Mauer, Finance Director Marcella McCoy, Community Development Director Rick DeLuca, City Clerk Kim Hubbard, and Public Information Officer Sheryl Stanley.

3. Adjourn to Executive Session: Legal Actions (RSMO 610.021 (1))

Alderman Stull moved to adjourn to Executive Session for the purpose of Section 610.021 (1), Legal Actions. Alderman Milner seconded the motion which was approved with the following roll call vote:

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

Nays: None

Abstain: None

Special Meeting
PM

Monday, March 21, 2016

6:00

Absent: None

The Board adjourned to Executive Session at 6:02 PM

The Board reconvened to regular session at 6:51 PM

4. Adjourn from Special Session

Alderman Dickerson made the motion to adjourn the meeting Alderman Coburn seconded the motion and it was approved. The meeting adjourned at 6:51 pm.

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

ATTEST:

Kim Hubbard, City Clerk

Minutes Acceptance: Minutes of Mar 21, 2016 6:00 PM (Approval of Minutes)



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
MARCH 21, 2016
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	Present	
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 Director Rick DeLuca, Police Chief John Hofer, City Clerk Kim Hubbard, Public Information Officer Sheryl Stanley and City Engineer Ted Martin.

3. **Ceremonial Matters**

None.

4. **Public Participation**

Obie Carl, 27917 S Bybee Road, reminded everyone of the upcoming candidate forum and invited everyone to attend. Mr. Carl shared that Vanessa Zaroor Hargrave would be asking the questions for the school board candidates and Cheryl Bush would ask the questions for the aldermen candidates.

Donald Leimkuler, 300 Pheasant Apt. B, requested a map showing the traffic flow on 291 highway and Commercial Street after the construction is completed.

5. Approval of Minutes

A. Board of Aldermen - Regular Meeting - Mar 7, 2016 7:00 PM

The minutes were approved.

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

6. Agenda Items

A. Request to keep horse and chickens

City Clerk Hubbard reported everything had been provided by Ms. Jarmin, Aldermen Coburn and Bowman shared that they had visited the property and they had no issues with the request. With no further discussion the request to keep the horse and chickens was approved.

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

B. Public Health Week - Event App.

Police Chief Hofer reviewed the request and reported that staff recommended approval. The event application was approved.

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

C. Burnt District Festival Event Permit - 2016

Chief Hofer reviewed and reported there were few changes from last year and that staff recommended approval. The event permit was approved.

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

D. Destruction of Records

City Clerk Hubbard reported that destruction of records was a yearly house keeping item. Alderman Coburn asked if the item could be tabled so staff could find out from the state auditors if records should be destroyed after the audit.

E. A Resolution of the Board of Aldermen of Harrisonville, MO authorizing the City Administrator to Enter into an Agreement with Gridiron Construction, LLC for Construction of an Access Drive and Ramp for the Electrical Distribution Lines on the South Side of Lake Harrisonville at a Price not to Exceed \$23,750.

City Attorney Mauer read Council Bill 027 by title only. Mr. Martin reported on the bids received and that the low bidder was Gridiron Construction and that it was staff's recommendation to award the bid to Gridiron. Council Bill 027 became Resolution 015.

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

F. AN ORDINANCE TO AMEND CHAPTER 700, SECTION 700.800 AND SECTION 700.810 OF THE UTILITIES ORDINANCE REGARDING THE CAPACITY INVESTMENT RECOVERY PLAN FOR THE WATER AND SEWER UTILITIES OF THE CITY OF HARRISONVILLE, MISSOURI

City Attorney Mauer read Council Bill 028 by title only. Mr. Tholen reviewed and reported this item was discussed at the last work session and reviewed the changes. Alderman Bowman made the motion to suspend the rules and move Council Bill 028 to its second reading. Alderman Milner seconded the motion and it was approved by the following roll call vote:

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

Nays: None

City Attorney Mauer read Council Bill 028 by title only a second time. Council Bill 028 became Ordinance 3356.

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

G. AN ORDINANCE TO AMEND CHAPTER 700, SECTION 700.820 OF THE UTILITIES ORDINANCE REGARDING THE CAPACITY INVESTMENT RECOVERY PLAN FOR THE ELECTRIC UTILITY OF THE CITY OF HARRISONVILLE, MISSOURI

City Attorney Mauer read Council Bill 029 by title only. Mr. Tholen reviewed and reported this item was discussed at the board's last work session. Alderman Dickerson made the motion to suspend the rules and move Council Bill 029 to its second reading. Alderman Long seconded the motion and it was approved by the following roll call vote:

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

Nays: None

City Attorney Mauer read Council Bill 029 by title only for a second time. Council Bill 029 became Ordinance 3357.

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

7. Aldermen and Committee Reports

No reports.

8. Report from the City Administrator

Mr. Tholen announced that the new ambulance has been received and will be taken tomorrow to have equipment installed, the IT Specialist position has been filled by James Cassaday who started today and reminded everyone that city offices would be closed Friday, March 25 in observance of Good Friday.

9. Report from the Mayor

Mayor Hasek reported he has had a couple of individuals approach him regarding codes enforcement and Mayor Hasek noted that it is currently a complaint driven system and the board is not actively looking at changing the code. Finance Director McCoy reviewed the amount of money the city could possibly lose regarding the vehicle sales tax question depending election results on April 5.

10. Questions from the Media

Media was not in attendance.

11. Adjourn to Executive Session: Personnel Matters (RSMO 610.021 (3))

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

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

Nays: None

The Board adjourned to Executive Session at 7:31 PM

The Board reconvened to regular session at 8:39 PM

12. Adjourn From Regular Session

Alderman Dickerson moved to adjourn. Alderman Long seconded the motion and it was approved by a voice vote. The meeting adjourned at 8:41pm.

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

ATTEST:

Kim Hubbard, City Clerk

Minutes Acceptance: Minutes of Mar 21, 2016 7:00 PM (Approval of Minutes)



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
WORK SESSION
CITY HALL
APRIL 4, 2016
6:00 PM

1. Call to Order

The meeting was called to order at 6:00 PM by

2. Present

Present: Aldermen Stafford, Coburn, Dickerson, Bowman, Dahlman, Long, Mayor Hasek, Public Works Director Jerry Gibbs, Assistant Public Works Director Eric Patterson, Airport Manager James Green, Interim City Administrator Mike Tholen, Finance Director Marcella McCoy and City Clerk Kim Hubbard.

3. Discussion Items

A. AIRPORT LAYOUT PLANT

Mr. Green reported to the board that the last update to the airport master plan was in 2005. Mike Waller from Lochner gave a presentation and reviewed the existing conditions of the airport what the demand forecast was, the facility requirements and there was discussion regarding the extension of the runway. It was noted that section 4 of the report was not completed but it would be forwarded once it was complete.

The work session ended at 6:51pm.

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

ATTEST:

 Kim Hubbard, City Clerk



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
SPECIAL MEETING
CITY HALL
APRIL 4, 2016
7:01 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	Absent	
Marcia Milner	Board Member	Present	
Morris Coburn	Board Member	Present	
Stacey Dahlman	Board Member	Present	
Brian Hasek	Mayor	Present	

Others Present: Interim City Administrator Mike Tholen, Economic Development Manager Jim Clarke, City Attorney Steve Mauer and City Clerk Kim Hubbard.

3. **Adjourn to Executive Session: Legal (RSMO 610.021 (1))**

Alderman Stafford moved to adjourn to Executive Session for the purpose of Section 610.021 (1), legal actions. Alderman Long seconded the motion which was approved with the following roll call vote:

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

Nays: None

Abstain: None

Absent: Alderman Stull

The Board adjourned to Executive Session at 7:02 PM

Special Meeting
PM

Monday, April 4, 2016

7:01

The Board reconvened to regular session at 8:08 PM

4. Adjourn from Special Session

Alderman Dickerson made the motion to adjourn the meeting. Alderman Milner seconded the motion and it was approved. The meeting adjourned at 8:09 pm.

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

ATTEST:

Kim Hubbard, City Clerk

Minutes Acceptance: Minutes of Apr 4, 2016 7:01 PM (Approval of Minutes)



STAFF REPORT

TO: Board of Aldermen
FROM: Jerry Gibbs, Director
DATE: March 30, 2016
SUBJECT: DIGESTER REPAIR CONTRACT

Type of Item: *Contract*

It should be noted the contract included in the staff report will have minor revisions to contract language primarily to Section 8, 9 and 10 with respect to liabilities. The city attorney approved contract will be provided prior to the meeting.

At the Board of Alderman Work Session on February 22 the recommended alternative to completely removing the interior cracked concrete basin floor was discussed. The estimated lump sum price not to exceed was \$877,000. Staff requested additional time to review the line item charges and where CAS allocated cost. In a design build contract the contractor assumes all of the risk if their solution cannot be completed successfully. In this contract, upon completion of Milestone 2 (removal of the floor) a decision to determine if the proposed fix can be completed. The contractor explained the labor equipment and materials required to complete the work. Three areas were identified where the contractor had inflated the price of the item based on uncertainty. These items are now identified as an allocation. If the contractor needs less the final price will be reduced to the city. The reverse is also true. This approach was used in the filter contract with David Ross Construction successfully.

The contract price and scope is as follows:

CAS/Burns and McDonnell Design-Build Scope**City of Harrisonville MO Emergency Digester Repair-*****Price - \$ 845,850.00***

- Performance and payment bonds for construction price (not on design)
- GL, UL, PL and builders risk insurance included
- Prevailing wages per current wage determination. Certified payrolls will be submitted weekly.
- Tax exemption certificate to be provided by City. Tax for items not covered by the exemption certificate is included in proposal
- Phase 1 services agreement cost is included in the lump sum proposals and will not be billed separately unless Phase 2 contract is not executed.
- Includes all labor, materials, equipment and supervision to complete the scope of the work
- Includes all design and construction administration fees for the work

- Install ten (10) piezometers at locations TBD
- Install five (5) trench checks in locations and sizes TBD as an allowance item
- Remove existing dome cover and place immediately adjacent to the existing digester
- Removal of the existing pipe and diffusers and save for replacement
- Sawcut around perimeter of existing thickened slab inside the existing wall and cut slab into numerous pieces for removal
- Removal of existing slab - material to be trucked and disposed of off site
- Over-excavation of subgrade material approximately two (2) feet below the underside of existing slab - to be trucked on or off site for disposal.
- Replace over-excavated area with clean granular material with filter fabric below
- Supply and install a fabric wrapped 4" drain system underslab and within the new aggregate layer and piped to a common point for a 24"D vertical access point. This will be inside the wall of the existing structure and allow the City to use for future pump access.
- Dowel into the existing thickened slab with dowels spaced at 12"OC to align with new slab rebar
- Pour new 8" thick slab

☐ Install 14 PRV's

• Reinstall existing pipe and diffusers. Coordinate with EDI for inspection of diffusers and pipe. In the event that the piping or diffusers need to be replaced an allowance of \$10,000.00 is included in the lump sum price.

- Reset the dome cover
- Site will be clean and fine graded but will not be seeded or landscaped
- Startup
- Allowances are items that are covered in the lump sum price for the specific budget of the item detailed. Costs for these items will be tracked at cost with no markup for overhead and profit. In the event that the costs made are in excess of the amounts listed, the Owner shall pay such additional cost. In the event that the costs are less than the amounts listed, the Owner shall be entitled to the amounts remaining. Allowances included in lump sum price above -

☐ ☐ Trench checks - \$40,000.00

☐ ☐ Outside large crane rental to remove and reset dome - \$16,000

☐ ☐ Pipe and diffuser material - \$10,000.00

Payment- The contractor will be eligible for payment upon completing of each milestone set in Exhibit 2. When Milestone 2 is completed, the contractor and the city will decided if the project will continue to move forward to completion. Milestone 1 payment will be \$75,000 (contract completion, bonds/insurance & mobilization); Milestone 2 payment \$445,850 (remove dome, demolition & removal of floor, over excavation 2'); and Milestone 3 payment \$325,000

(granular fill, 4" drain pipe, 8" thick slab, prv's and reset dome). Total payment \$845,850.

Financing Options - The repairs to the digester at the waste water treatment plant are projected to cost \$845,850. The need for this repair is urgent and scheduled to begin upon approval and execution of the contract. There are basically two options to pay for this repair.

1. Use existing money available in the CWSS fund.
2. Enter into a short term lease type agreement.

Recommendation is to enter into a short term lease type agreement.

The CWSS fund current investment balance is over \$4 million. Included in this account is operating reserve of \$1,075,000; 25% of budget operating expenses. The 2016 budget includes capital expenses of over \$8.1 million of which the majority of this is expected to be reimbursed by SRF. Additionally, there are projects identified to be completed over the next five years in the capital plan presented with budget. Therefore, caution need to be taken as part of consideration of using a large sum of the existing funds.

The Finance Director has spoken with three different sources for acquiring a short tem lease type agreement.

1. MPUA (MO Public Utility Alliance) - 5 year interest rate of 2.7%; 10 year rate of 3.5%
Closing/Legal costs approximately \$7,600
2. Piper-Jaffray - Lease Purchase - 5 year interest rate of 2.37%; 10 year rate of 2.75%
Closing/Legal costs approximately \$17,000
3. Commerce Bank - Lease Purchase - 5 year interest rate of 2.35%; 10 year rate of 2.35%
Closing/Legal costs approximately \$7,000

Recommendation is to use a Commerce Bank Lease Purchase based on the interest rate and costs associated with issuance. Over the 5 year period, the total payments equal about \$902,000. This will allow us to maintain the existing moneys for operations and capital planned for 2016. Additionally, this will assure money available through the issuance of the SRF bond. Once the water project is under way and we have received reimbursement for engineering/design fees, we can evaluate the option to pay off this short-term loan.

RECOMMENDATIONS - Staff is recommending proceeding and authorizing the city administrator to sign a design/build contract with CAS/Burns and McDonnell to replace the floor in the No 1 Digester damaged by hydraulic water pressure under the floor in the amount of \$845,850. Staff further recommends entering into an agreement with Commerce Bank to borrow money for the project for 10 years @ 2.35% interest. There are no penalties to pay off the loan

early.

Council Bill No. 022**Ordinance No.**

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO
EXECUTE A DESIGN/BUILD CONTRACT WITH CAS/BURNS AND
McDONNELL TO MAKE REPAIRS TO THE DIGESTER BASIN FLOOR AT
THE WASTEWATER TREATMENT PLANT AT A COST NOT TO EXCEED
\$845,850.**

WHEREAS, the City of Harrisonville has determined that CAS/Burns and McDonnell is competent to perform services for the City of Harrisonville; and

WHEREAS, CAS/Burns and McDonnell agree to perform services for the City of Harrisonville;

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 a Design/Build Contract with CAS/Burns and McDonnell to make repairs to the digester basin floor at the wastewater treatment plant at a cost not to exceed \$845,850.

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 18th day of April 2016.

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

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 18th day of April 2016

DESIGN/BUILD CONTRACT

This Design/Build Contract (this “**Contract**”) is made and entered into on _____, 2016, by and between the City of Harrisonville, Missouri (“**Harrisonville**” or “**Owner**”) and Burns & McDonnell/CAS Constructors Harrisonville Joint Venture, (collectively “**Contractor**”) with respect to the provision of certain labor, materials, equipment, and related work and services in connection with the Emergency Digester repair on certain real property owned by the City (the “**Project**”).

SECTION I General Provisions

1. The services and work to be provided hereunder by Contractor is for the benefit of Harrisonville. As and to the extent provided in this Contract, Contractor shall provide all design, engineering, work, and services required by the terms hereof and as set forth in **Exhibit 1** for the emergency repair of the digester for Owner.

2. Contractor acknowledges that time is of the essence in Performance of the Work. Contractor shall deliver a “**Project and Milestone Payment Schedule**” attached hereto as **Exhibit 2**. The Project Schedule shall set the “Contract Time” as is utilized herein and milestone dates, including a date for Substantial Completion of the Work. Satisfactory completion of the Work in accordance with Contractor’s approved Project Schedule will be deemed compliance with this time is of the essence provision.

3. Contractor acknowledges that it has described and represented itself and its Subcontractors (including those professionals retained by Contractor) to Harrisonville as possessing experience and knowledge in projects of the similar type and nature as the instant Project. Contractor agrees that the services and work provided by Contractor and its Subcontractors shall be performed in a manner consistent with those standards of professional skill, care, and diligence applicable to design/build providers of comparable experience and knowledge in similar circumstances.

SECTION II Scope Of Work

1. As used in herein the term “**Work**” shall mean and include, all design services and construction work as set forth in set forth in the Project Concept and this Contract, including but not limited to labor, supervision, materials, fixtures, special facilities, built-ins, equipment, tools, supplies and taxes necessary to timely and properly produce all work and completed construction required by this Contract, including all labor, services, equipment and materials necessary to perform the requirements in the Project Concept, Final Design Documents, and this Contract. In performing the Work, Contractor shall comply with and give all notices required by applicable laws, ordinances, rules, regulations or building codes and statutes bearing on the performance of the Work.

2. Contractor represents that, prior to the execution of this Contract, Contractor has carefully reviewed the observable conditions relevant to the performance of the Work.

SECTION III Preliminary Design Services

1. As used herein, the “**Project Concept**” shall mean the scope of work, attached hereto as Exhibit 1 and incorporated herein by this reference. The Project shall be designed and constructed by Contractor in accordance with the Project Concept, except as it may be expressly modified by Harrisonville in writing. Contractor shall be responsible for the technical accuracy of the design and for the construction Work required by the Project Concept and this Contract, consistent with applicable standards of professional skill, care and diligence.

2. Contractor acknowledges and agrees that the fixed price of \$845,850.00 U.S. dollars (the “**Contract Price**”) has been established for the total cost of constructing the Project within the Contract Time (defined below) and in conformance with the Project Concept and the terms of this Contract, including allowances and pricing as defined in Exhibit 3 attached hereto and incorporated herein. The Contract Price includes compensation for the costs of the Work for the Project as set forth in the Project Concept. Contractor acknowledges and agrees that the Contract Time and the Contract Price are adequate and reasonable for the scope and nature of the work required by this Contract and the Project Concept.

3. In accordance with the Project Concept, Contract Time and the Contract Price, Contractor shall prepare for approval by Harrisonville preliminary design documents for the Project consisting of drawings and other documents illustrating the basic scale and relationship of the Project and its components.

4. Contractor acknowledges that the Contract Price has been established prior to the complete preparation of schematic design documents, design development documents, or construction documents for the Project. Contractor agrees, however, that the further delineation of the design for the Project, through the development of further drawings and specifications subsequent to the execution of this Contract, shall entitle Contractor to an increase in the Contract Price to the extent that the later design results in a material change or is otherwise agreed to in writing by Harrisonville, which shall not include the development of drawings, specifications or other engineering or design documents subsequent to the execution of this Contract in a manner consistent with the design concepts expressed in the Project Concept.

SECTION IV Design Services

1. Contractor shall provide the final design and engineering work necessary for the Project. In connection with such design and engineering work, Contractor shall provide Harrisonville with plans, specifications, drawings and other design documents, as appropriate, which shall be adequate and sufficient, consistent with applicable standards of professional skill, care and diligence, to fix, describe and coordinate the Work in sufficient detail to allow those persons or entities performing Work to complete such construction in accordance with the Project Concept and any applicable building codes and regulations (“**Final Design Documents**”). By submitting the Final Design Documents to Harrisonville, Contractor will be representing that the Contract Price established herein is adequate to compensate Contractor for the Work required by this Contract and is sufficient to pay the cost of all labor, work,

Attachment: Harrisonville Milestone contract 4-8-2016 w-exhibits_FOR CITY REVIEW (2166 : DIGESTER REPAIR CONTRACT)

services, materials and equipment needed to timely and properly perform the Work, except to the extent that Contractor is entitled to an increase in the Contract Price pursuant to the provisions of this Contract.

2. Contractor shall provide, either directly or through design professionals retained by Contractor, all design services, labor, materials, and other facilities or services necessary for the proper execution and completion of the design work for the Project. Contractor shall be responsible for the professional quality, technical accuracy and internal coordination of the Final Design Documents and for the acts and omissions of itself and any design professionals retained to provide design services on the Project. Contractor shall cause the design services required for the Project to be performed only by qualified design professionals, including to the extent required by applicable law, duly licensed architects and/or engineers. The design work for the Project shall be performed in a manner consistent with applicable standards of professional skill, care, and diligence, and the Final Design Documents shall comply with governing codes, applicable laws and requirements of public authorities in effect when this Contract is executed by Owner and Contractor.

3. Contractor agrees that any errors, omissions, or other defects in the Project's design will be corrected (either through revised drawings or through written or field modifications or clarifications, as appropriate) with reasonable promptness and at no cost to Owner. In addition, Contractor shall correct or replace any completed construction work that does not comply with the requirements of this Contract or with applicable codes or laws, promptly and at no cost to Owner.

4. As part of the design work required by this Contract, Contractor shall prepare and submit drawings, documents, and applications incident to and shall file documents required to obtain any necessary approvals of the design and construction of the Project from governmental authorities having jurisdiction over the Project. Contractor shall be responsible for paying the application fees, governmental charges or other costs required in connection with obtaining necessary approvals from such governmental authorities.

5. Contractor shall pay all royalties and license fees, and shall defend any suits or claims for infringement of patent rights, and shall indemnify Owner from damages on account thereof, to the extent that Contractor or any architect, engineer, or design professional hired by Contractor has required a particular design, process, or product of a particular manufacturer in connection with the design of the Project.

6. All drawings, plans, specifications, renderings, and models and other design work (including CAD diskettes) provided as part of Contractor's services for the Project shall be the property of Contractor (or its applicable Subcontractor) whether the Project is executed or not, and shall not be used by any person other than Harrisonville on projects other than the Project unless expressly authorized in writing by Contractor. Contractor specifically agrees to incorporate the provisions of this Paragraph in all contracts for the services of Contractor's architects, engineers, and other Subcontractors.

SECTION V

Construction Work

1. Contractor shall provide labor, supervision, materials, fixtures, equipment, tools, supplies, taxes, and permits to timely and properly perform the Work in accordance with or reasonably inferable from the Final Design Documents approved by Harrisonville. In performing the Work, Contractor shall comply with and give notices required by applicable laws, ordinances, rules, regulations or building codes and statutes bearing on the performance of the Work.

2. By commencing with construction of the Project, Contractor represents that it has reviewed plans, specifications, reports, test data and other information relating to the Project made available to Contractor as of the date of this Contract, made an inspection of the Project site (during which inspection Contractor has correlated its personal observations with the requirements of the latest design documents), acquainted itself with physical observable conditions under which the Work will be performed, and acquainted itself with other conditions relevant to the Work.

3. Contractor shall at all times enforce strict discipline and good order among its employees, its Subcontractors and other persons and entities hired to perform the Work, and Contractor shall not employ or permit to be employed any unfit person, anyone not skilled in the work assigned to him or her, any worker that will cause labor disputes or work stoppages or anyone with respect to whom Harrisonville has reasonable objection. As used herein, the term “**Subcontractor**” shall mean and include any person or entity retained by the Contractor in connection with the Project and any other person or entity who has a direct contract with the Contractor to perform any portion of the Work on the Project (including design professionals, subcontractors, materialmen, and suppliers) and all other persons or entities who provide materials, labor or services directly to or for the Project through or under the Contractor.

4. Contractor shall supervise the Work to confirm compliance with the following: (i) the Project Concept and the Final Design Documents; (ii) applicable laws, codes and regulations; (iii) standards of care established in this Contract; and (iv) standards of all utilities and local authorities having jurisdiction.

5. In the event of duplications or conflicts within or between the Final Design Documents and/or Project Concept the Final Design Documents will control.

6. Contractor shall supervise the construction of the Work which will be performed by the Contractor to confirm compliance in a good and workmanlike manner, with due regard to security and safety for Contractor’s workers, and shall be in good and usable condition at the date of Substantial Completion. Contractor shall cause the Work to be coordinated with any other work being performed or to be performed by Harrisonville (including any landscaping or decorating work). Harrisonville shall coordinate any work being performed by Harrisonville so that such work being performed by Harrisonville will not interfere with or delay the completion of any Work on the Project.

7. All material not specified on the Final Design Documents as to manufacturer, size, design or price shall be as selected by Contractor and submitted to Harrisonville for its review and approval, in its absolute discretion. Selections are to be made from suppliers recommended by Contractor and approved and acceptable to Harrisonville. Contractor shall not incur costs exceeding the stated Project Budget without the prior approval of Harrisonville.

8. Harrisonville, without invalidating this Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Price and the Contract Time being adjusted accordingly. Notwithstanding any contrary provision, changes in the Work, adjustments in the Contract Price and adjustments in the Contract Time may be accomplished after execution of this Contract only by the express written agreement of Contractor and Harrisonville and approved by the Harrisonville Board of Aldermen. Contractor shall not commence the performance of any Work that it believes entitles Contractor to an increase in the Contract Price or an extension of the Contract Time without first receiving Harrisonville' written authorization to proceed with such Work and Harrisonville' agreement as to any increases in the Contract Price or extension of the Contract Time.

9. Site Access. Harrisonville shall provide Contractor proper and safe access to the site at reasonable times as is necessary for performance of the Work. Harrisonville is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Contractor to perform the Work.

SECTION VII

Compensation And Payment

1. For proper performance of all Work required by this Contract, Harrisonville shall pay Contractor the Contract Price, subject only to any adjustments as provided elsewhere in this Contract. The Contract Price shall constitute the exclusive and full compensation to Contractor for the proper performance of the Work (inclusive of all overhead, profit, general conditions, royalties, licenses, permits necessary to gain the rights to use and install any component of the Project, costs associated with the use of computer assisted design and drafting techniques or programs, travel expenses, copying costs, long distance telephone and facsimile charges or other out-of-pocket expenses incurred in connection with the Project and any other amounts whatsoever), absent changes expressly authorized by Harrisonville in writing and excluding the allowances expressly stated in **Exhibit 3**. Whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by a change order. The amount of the change order shall reflect the difference between the actual costs and the allowances set forth in **Exhibit 3**. Materials and equipment under an allowance shall be selected by Harrisonville when required to avoid delays in the performance of the Work with reasonable promptness.

2. Prior to the commencement of construction, Contractor shall submit to Harrisonville a "**Schedule of Values**" which allocates the Contract Price among the various portions of the Work and separately itemizes the Contract Price. The Schedule of Values, unless objected to by Harrisonville, shall be used only as a basis for reviewing Contractor's applications for payment.

3. Periodic payments for the performance of the Work shall be made in accordance with the milestone payment schedule set forth in Exhibit 2. Contractor shall submit a payment application to Harrisonville upon reaching each milestone. Each payment application shall be accompanied by conditional lien waivers for the full amount of payment requested, minus retention, in form and substance acceptable to Harrisonville, that have been executed by Contractor and all Subcontractors. Provided that an application for payment is received by Harrisonville on or before the _____ (____) day of a given month, Harrisonville shall make payment to Contractor, not later than the _____ (____)

day of the following month, of all amounts approved in such application for payment, minus applicable retention as provided for in this Contract.

4. The amount of each progress payment shall be based on the milestone payment schedule and subtracting retention of ten percent (5%) and subtract amounts, if any, which Harrisonville has withheld hereunder. In addition, each payment application may include requests for payment on account of changes in the work which have been properly authorized by Owner, minus applicable retention as set forth herein.

5. Except as otherwise provided herein, retention equal to five percent (5%) of all outstanding applications for payment shall be held by Harrisonville until all work on the Project is Substantially Complete. At Substantial Completion of the Project, all such retention shall be released to Contractor, except that a sum equal to one hundred and fifty percent (150%) of the value of any work remaining to be completed on the Project shall be withheld until Final Completion and including the final release of all claims of any Subcontractors who have performed any work on the Project. The making of final payment by Harrisonville shall be conditioned on the final completion of the Work and the receipt by Harrisonville of claims releases executed by Contractor, and its Subcontractors, that Harrisonville may reasonably request.

6. Contractor shall cause the Work required by, or reasonably inferable from the Final Design Documents to be performed in accordance with this Contract, within the Contract Price (excepting allowances) and within the Contract Time.

7. Without limiting any rights or remedies otherwise available, Harrisonville shall have the right to withhold from payment otherwise due to Contractor such sums as may be necessary to protect Harrisonville against any loss or damage reasonably expected to result from: (1) defective Work not remedied; (2) third party claims filed or reasonable evidence indicating probable filing of such claims to the extent caused by Contractor; (3) failure of Contractor to properly pay Subcontractors after receipt of payment from Harrisonville; (4) the material breach of this Contract by Contractor not remedied by Contractor; (5) intentional or negligent acts or omissions of Contractor. When the reasons for withholding payment are removed, payments shall be made for amounts withheld because of them in the next applicable progress payment. No payment made by Harrisonville pursuant to this Contract, nor any partial or entire use or occupancy of the Work by Harrisonville shall be considered as, or deemed to imply, acceptance of any such Work.

8. Contractor shall pay each Subcontractor, materialman or supplier within 10 days after receipt of payment from Harrisonville, out of the amount paid to Contractor pursuant to this Contract. Contractor shall, by appropriate agreement with each Subcontractor require each Subcontractor to make payments to sub subcontractors and suppliers in similar manner. In order to require that Contractor makes prompt payment to its Subcontractors, Harrisonville shall have the right, but not the obligation, to issue payments to Contractor in the form of joint checks payable both to Contractor and its Subcontractors, as appropriate.

SECTION VIII

Time And Schedule

1. In accordance with the Project Schedule, Contractor shall cause Substantial Completion of all Work to occur on or before _____, 2016, and shall cause Final Completion of the Work to occur within thirty (30) days after the accomplishment of Substantial Completion (the times for achieving Substantial Completion and Final Completion shall be included in the Project Schedule).

2. Contractor agrees to assign more personnel, increase construction manpower, increase the number of working hours per shift, increase the number of shifts per day, increase the number of working days per week, reschedule activities (or any combination of the aforesaid), work overtime and take such other measures as may be reasonably necessary to overcome any delays experienced on the Project that caused solely by Contractor, without any extension of time or increase in the Contract Price. In the event that delays are experienced due to causes that are beyond the reasonable control of Contractor, the Contractor and their respective employees and agents (including delays resulting from acts of God, inclement weather, strikes, acts of war or fire or other casualties) (an “**Excused Delay**”), the remedy with respect thereto shall be an equitable increase in the Contract Price and Contract Time arising out of or related to the delay.

3. “**Substantial Completion**” of the work and services is hereby defined as the date when the Work is sufficiently complete in accordance with this Contract to allow Harrisonville to occupy and utilize the Project for its indicated purpose. Upon request by Harrisonville, Contractor shall conduct a walk-through of the Project with Harrisonville.

4. As used herein, the term “**Final Completion**” of the work shall mean the completion of the Work, including but not limited to completion and/or correction of all punch list items in accordance with this Contract and the Final Design Documents, payment and release of all mechanic’s, materialmen’s and like liens provided Harrisonville has made timely and proper payments in accordance with this Contract, delivery of all warranties and guarantees and assignments thereof, equipment operation and maintenance manuals, and removal of any remaining rubbish, tools and surplus materials and equipment from the job site.

5. If Contractor fails to carry out the Work in accordance with the Contract or, should Contractor fail to continuously and diligently perform, forward and prosecute the Work such that Harrisonville reasonably determines that the Project will not be completed on or before the schedule Substantial Completion date, Harrisonville may, without prejudice to any other remedy Harrisonville may have, hire another person or entity to perform the services and/or work which Contractor is failing to prosecute diligently and shall have the right to deduct from payments then or thereafter due to Contractor the reasonable cost of performing such work. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall pay the difference to Harrisonville.

Attachment: Harrisonville Milestone contract 4-8-2016 w-exhibits_FOR CITY REVIEW (2166 : DIGESTER REPAIR CONTRACT)

SECTION IX

General Provisions Relating to the Performance of the Work

1. Harrisonville hereby designates _____ as its representative authorized to act on Harrisonville' behalf with respect to the Project (hereinafter "**Harrisonville' Representative**"). In the event Contractor receives any instructions or approvals, either in writing or orally, by persons other than Harrisonville' Representative designated pursuant to this paragraph, Contractor shall notify Harrisonville' Representative of such instructions or approvals and shall not act upon such instructions or approvals until provided with directions from Harrisonville' Representative.

2. Contractor hereby designates _____ as its Project Representative. Contractor's Project Representative shall be a knowledgeable member of Contractor's Project team, shall be responsible for coordinating, scheduling, and supervising the services and work required by this Contract, shall be the person who attends any meetings and conferences with Harrisonville required by this Contract, and shall be the person responsible for communicating, on behalf of Contractor, with Harrisonville, all Subcontractors and such other persons or entities involved with the Project as may be necessary for the timely and proper performance of Contractor's services and work hereunder, shall be available to Harrisonville (in person or via telephone) at all times during normal working hours throughout the Project in order to answer questions and to resolve problems relating to Contractor's Work pursuant to this Contract.

3. Contractor agrees that it will perform the Work in compliance with the Project Concept (except as expressly modified by Harrisonville in writing), the Final Design Documents approved by Harrisonville, applicable standards, laws, codes and regulations, of local authorities having jurisdictions over the Project.

4. Contractor shall maintain its Work site in a clean and orderly condition during the construction period. Contractor shall contain all construction materials, equipment, fixtures, and debris within the Project and shall promptly and properly remove all of its unused construction materials, equipment, shipping containers, packaging debris, and flammable waste from the Project.

5. Contractor shall be responsible to confirm that the Work is performed by qualified workmen. Contractor shall be responsible for and shall coordinate all its Work and that the construction work is of good quality, free from faults, and defects, and conforms to the applicable drawings, specifications and descriptions. Construction Work that is not in conformance with these requirements shall be repaired or replaced promptly. Contractor shall be responsible to Harrisonville for the negligent acts and omissions of Contractor's employees and of its Subcontractors, and their agents and employees and any other persons performing portions of the Work under the direction of Contractor or any of its Subcontractors.

6. In connection with the Work, Contractor shall maintain in good order a record copy of all drawings, specifications, and other records relating to the Work, marked to record changes made during the process of construction. These documents shall be made available to Harrisonville for inspection and review during the course of the Work, as requested by Harrisonville. Within ten (10) days after Substantial Completion, Contractor shall deliver to Harrisonville a complete set of as-built drawings marked to record changes made during the process of construction.

7. At all times from the commencement of construction, Contractor shall cause to be maintained by design professionals, contractors, or subcontractors who perform design, engineering, construction or other services on the Project the following insurance coverage: (i) commercial general liability insurance including property damage insurance; (ii) statutory worker's compensation insurance. Contractor shall obtain builders risk, all risk property insurance covering the Work, protecting the interests as they appear of Contractor, Harrisonville, and Subcontractors performing Work pursuant to this Contract. To the fullest extent permitted by law, Harrisonville and Contractor waive and release all rights against each other and their officers, directors, agents, or employees for all damages caused by fire or other perils covered by or that could be covered by property insurance, if a party is self-insured (including deductibles). Such waiver and release includes all rights of subrogation and rights of recovery, except such rights as they may have to any proceeds of insurance, during and after the completion of Contractor's Work. Harrisonville and Contractor shall, where appropriate, require similar waivers of subrogation from their subcontractors and consultants and shall require each of them to include similar waivers in their contracts.

8. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Harrisonville, and its respective affiliated entities, officers, directors, agents and employees, up to the value of this Contract from and against third-party claims, damages, losses, and expenses, including without limitation attorneys' fees, to the extent caused by the negligent acts or omissions of Contractor or its Subcontractors or anyone for whom Contractor is liable in the performance of the Work. Notwithstanding anything herein to the contrary, Contractor shall not be obligated to indemnify or hold Harrisonville harmless for any claims, damages, losses, and expenses to the extent caused by Harrisonville, its separate contractors, or anyone for whom Harrisonville is responsible. This obligation shall survive acceptance of the Work by Harrisonville. After resolution of claim under this paragraph 8, if Contractor's negligence is determined by final adjudication by a court of competent jurisdiction or arbitrator to have been a contributing cause of the damage, then Contractor agrees to reimburse Harrisonville defense costs and reasonable attorney's fees incurred by Harrisonville in defending the claim to the extent of Contractor's share in contributing to the cause of such damage.

9. Contractor warrants that the construction work will be of good quality and in conformance with the requirements of this Contract, the Project Concept, and the Final Design Documents approved by Harrisonville, and shall be free from defects in material or workmanship not inherent in the nature or quality of the construction work. In addition to the forgoing, Contractor warrants that the construction work will be free from failure under ordinary usage for a period of one (1) year after Substantial Completion of the Work performed by Contractor on the Project. Promptly after receipt of written notice thereof, Contractor shall correct any defects in material or workmanship, at its own expense and without cost to Harrisonville and without unreasonable interruption to Harrisonville's use and occupancy of the Project. Contractor's warranty excludes damage or defect caused by abuse, modifications performed by others, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage or the existing facility or equipment. The warranties and remedies provided herein are in lieu of all other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

10. All guarantees or warranties or equipment or materials furnished to Contractor by any manufacturer or supplier shall be deemed to run to the benefit of, and are hereby assigned to, Harrisonville. If any manufacturer or supplier of any equipment or material furnishes a guarantee for a period in excess

of one (1) year from the date of Substantial Completion, Contractor's warranty shall not extend for such like period as to such equipment or material. Prior (and as a condition) to final payment for the work, Contractor shall deliver to Harrisonville copies of all guarantees and warranties on equipment and materials furnished by manufacturers and suppliers to Contractor and its Subcontractors together with duly executed instruments properly assigning the guarantees and warranties to Harrisonville, and shall also deliver to Harrisonville all related manufacturer's instructions, related maintenance manuals, replacement lists and any technical requirements necessary to maintain the effectiveness of any such warranties.

11. Contractor shall pay all taxes measured by the wages of all its employees as required by law and shall be solely responsible and liable for payment of said taxes. Contractor shall indemnify Harrisonville on account of any tax measured by the aforesaid wages of employees of Contractor, assessed against Harrisonville.

12. Contractor shall obtain all insurance, payment bonds and performance bonds as required by the attached Exhibit 4. Contractor shall provide Harrisonville such bonds before the start of construction.

13. Concealed or latent physical conditions or subsurface conditions at the site that differ from the observable conditions, including, without limitation, the presence of underground utilities, historically significant artifacts, or any hazardous wastes or materials are collectively referred to herein as "Differing Site Conditions." If Differing Site Conditions are encountered, the Contractor shall notify Harrisonville, in writing, and, if the Contractor is directed to continue its Work except as provided in paragraph 14 below, Contractor shall be entitled to a Change Order equitably adjusting the Contract Price and/or Contract Time, as appropriate.

14. Contractor is not responsible for any hazardous conditions encountered at the Site. Upon encountering any hazardous conditions, Contractor will stop Work immediately in the affected area and duly notify Harrisonville and, if required by the law, government or quasi-government entities with jurisdiction over the Project or site. Upon receiving notice of the presence of suspected hazardous conditions, Harrisonville shall take the necessary measures required to confirm that the hazardous conditions are remediated or rendered harmless. Contractor shall not be obligated to resume Work in the affected area until Harrisonville provides written confirmation that the hazardous conditions are remediated or rendered harmless. Contractor shall be entitled to an increase in Contract Time and Contract Price for such costs and delays caused by encountering hazardous conditions at the Project or site.

15. Contractor agrees to reasonably coordinate its Work with Harrisonville's separate contractors, if any. Harrisonville shall coordinate the activities of its separate contractors with the Work of the Contractor. Harrisonville shall be responsible and liable to Contractor for any delays and additional costs incurred by Contractor due to such separate contractors.

SECTION X

Termination And Suspension

1. Harrisonville may terminate this Contract, without cause, upon seven (7) days written notice to Contractor. In the event Harrisonville terminates this Contract without cause, Contractor shall be entitled to compensation for the Work performed by Contractor, up to and including the date of termination. Reasonable charges and expenses accrued at the time of termination directly associated with terminating existing subcontracts, reasonable demobilization costs, reasonable costs of any incidental or "close-out" work necessary and approved by Harrisonville, cancellation charges for materials or equipment on order or under rental in connection with the Work at the time of termination and which cannot, despite Contractor's diligent efforts, be avoided or cancelled, and Contractor's reasonable overhead and profit on such costs, shall be considered cost of the Work. Further, in the event Harrisonville so terminates this Contract without cause, Harrisonville agrees to pay for services, materials and supplies ordered prior to the date of termination by Contractor, for use in connection with the Project, and necessary for the reasonable discharge of Contractor's responsibilities under this Contract.

2. In the event Harrisonville terminates this Contract for cause, Harrisonville will provide Contractor with written notice detailing the material breach. If Contractor does not cure such breach within ten (10) days of receiving such notice, then Harrisonville may declare Contractor in default; provided, however, if such breach cannot be reasonably cured within in ten (10) days, Contractor shall not be in default unless Contractor fails to commence to cure such breach within ten (10) days and fails to diligently continue to pursue such cure through completion. Contractor shall be liable to Harrisonville for direct costs incurred by Harrisonville to complete the Work that exceeds the balance of the Contract Price. After all such costs have been paid, Contractor shall be entitled to the amount, if any, remaining due to Contractor for any work performed by Contractor up to and including the date of such termination. If such costs exceed the unpaid balance due to Contractor, Contractor shall be liable to Harrisonville for the difference.

3. This Contract may be terminated by Contractor if Harrisonville fails to comply with the material terms of the Contract, including, without limitation, making payment to Contractor in accordance with this Contract. In such event, Contractor may, upon ten (10) days' written notice to Harrisonville, terminate the performance of Work under this Contract.

4. In the event any lien or claim should be asserted against Harrisonville or attach to the Project on account of Contractor's failure to pay or ensure payment to any party performing services or work hereunder and not due to Harrisonville's failure to pay Contractor in accordance with the Contract, Contractor promptly (within ten (10) days after request by Harrisonville) shall take such actions as may be necessary to remove the lien or demand and shall be responsible for (and shall indemnify and hold Harrisonville harmless from) all costs, expenses and damages (including reasonable attorney's fees) incurred by Harrisonville as a result of such lien or claim.

5. Payment by Harrisonville to Contractor of any monies pursuant to this Section shall not constitute a waiver of any remedies which Harrisonville may otherwise have against Contractor for any failure of Contractor to perform in accordance with this Contract.

Attachment: Harrisonville Milestone contract 4-8-2016 w-exhibits_FOR CITY REVIEW (2166 : DIGESTER REPAIR CONTRACT)

SECTION XI

Miscellaneous

1. All drawings, specifications and other documents prepared by or on behalf of Harrisonville through which the Work is to be executed by Contractor shall not be used by any person other than Harrisonville on projects other than the Project unless expressly authorized in writing by Contractor. Harrisonville may retain one record set of these documents. Any reuse without written verification or adaptation by Contractor for the specific purpose intended will be at Harrisonville's sole risk and without liability or legal exposure to Contractor, or to Contractor's Subcontractors or design consultants, and Harrisonville shall indemnify and hold harmless Contractor and Contractor's Subcontractor and design consultants from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom.

2. All terms defined herein are used in conformance with such definitions. All other terms and phrases that have well-known technical or construction industry meanings are used in accordance with those meanings, unless otherwise defined herein or other context clearly indicates a different meaning.

3. This Contract constitutes the complete and integrated agreement between Harrisonville and Contractor and supersedes all prior agreements or understandings, whether written or oral. This Contract may be amended or modified only by a written document signed by Harrisonville and Contractor. This Contract, all business transacted hereunder, and the legal relations between Contractor and Harrisonville shall be governed and construed solely in accordance with the laws of the State of Missouri.

4. In no event shall either party be liable to the other in contract, tort, strict liability, warranty, or otherwise, for any special, incidental, exemplary, or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment, systems, or power.

5. In recognition of the relative risks and benefits of the project to both Harrisonville and the Contractor, the risks have been allocated such that Harrisonville agrees, to the fullest extent permitted by law, to limit the liability of the Contractor to Harrisonville for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including without limitation attorney's fees and costs and expert witness fees and costs, so that the total aggregate out of pocket liability of the Contractor to Harrisonville shall not exceed the Contract Price as stated in this contract; provided however, that this limitation of liability shall not apply to a loss to the extent covered by the type and limit of insurance required to be provided or maintained by Contractor as set forth in Exhibit 4. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

6. Disputes. The Parties shall seek to resolve in good faith any dispute or difference arising between them in respect of any matter connected with this Agreement. If the Parties cannot resolve any such dispute or difference within fourteen (14) Days, or such a period as the Parties may subsequently agree, then such dispute shall be submitted to mediation conducted by a mediator mutually agreeable to the Parties as a condition precedent to arbitration. Upon failure to resolve the dispute at mediation, the dispute will be finally settled under the Rules of American Arbitration Association (AAA) by a single arbitrator appointed according to the mutual agreement of the Parties. ("Arbitrator") In the event the Parties are unable to agree upon the Arbitrator, such Arbitrator shall be appointed, upon application by the interested Party, by the AAA. The Arbitrator shall be knowledgeable with respect to design and construction projects with experience as an arbitrator of disputes related to such projects. The Parties agree to keep confidential all awards in arbitration, together with all information developed or discussed in the proceedings or created for the purpose of the arbitration. All documents produced by a Party in the proceedings that are not otherwise in the public domain shall be kept confidential except where disclosure may be required of a Party by a legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority. Judgment upon any award(s) rendered by the Arbitrator may be entered in any court having jurisdiction thereof. Any award(s) rendered by the Arbitrator shall be final and binding on the Parties, and to the fullest extent permitted by law, each Party hereby waives any right it may otherwise have under the laws of any jurisdiction to any form of appeal or collateral attack. The place of arbitration shall be in Kansas City, Missouri. The substantially prevailing Party (as determined in equity by the Arbitrator) shall be entitled to recover all reasonable costs of arbitration, including staff time, court costs, reasonable attorney's fees and other related expenses.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the date first written above.

OWNER:
THE CITY OF HARRISONVILLE, MISSOURI

a Missouri municipality

CONTRACTOR:
BURNS & MCDONNELL/CAS
CONSTRUCTORS Harrisonville Joint
Venture

By _____ By: _____

Name: _____ Name: _____

Title: Mayor Title: _____

EXHIBIT 1 PROJECT CONCEPT

- Performance and payment bonds for construction price (not on design)
- GL, UL, PL and builders risk insurance included
- Prevailing wages per current wage determination. Certified payrolls will be submitted weekly.
- Tax exemption certificate to be provided by City. Tax for items not covered by the exemption certificate is included in proposal
- The first services agreement cost is included in the lump sum proposals and will not be billed separately unless Phase 2 contract is not executed.
- Includes all labor, materials, equipment and supervision to complete the scope of the work
- Includes all design and construction administration fees for the work
- No permits

Construction phase 1 –

- Install ten (10) piezometers at locations TBD
- Install five (5) trench checks in locations and sizes TBD as an allowance item
- Remove existing dome cover and place immediately adjacent to the existing digester
- Removal of the existing pipe and diffusers and save for replacement
- Sawcut around perimeter of existing thickened slab inside the existing wall and cut slab into numerous pieces for removal
- Removal of existing slab – material to be trucked and disposed of offsite
- Over-excavation of subgrade material approximately two (2) feet below the underside of existing slab – to be trucked on or off site for disposal.

Construction phase 2 –

- Replace over-excavated area with clean granular material with filter fabric below
- Supply and install a fabric wrapped 4" drain system underslab and within the new aggregate layer and piped to a common point for a 24"D vertical access point. This will be inside the wall of the existing structure and allow the City to use for future pump access.
- Dowel into the existing thickened slab with dowels spaced at 12"OC to align with new slab rebar
- Pour new 8" thick slab
- Reinstall existing pipe and diffusers. Coordinate with EDI for inspection of diffusers and pipe. In the event that the piping or diffusers need to be replaced an allowance of \$10,000.00 is included in the lump sum price.
- Reset the dome cover
- Site will be clean and fine graded but will not be seeded or landscaped
- Startup

EXHIBIT 2

PROJECT AND MILESTONE PAYMENT SCHEDULE

Following the execution of the contract, a date and format for the Notice to Proceed (NTP) will be mutually agreed upon. Construction milestones are based upon an NTP that will be issued prior to starting the work but following the fully executed contract documents.

Construction preliminary – \$75,000.00 – complete within 30 days of NTP

- Provide all insurance and bonds
- Preliminary agreement fee (was not previously billed)
- Mobilize the site

Construction phase 1 - \$445,850.00 (Total Paid = \$520,850.00) – complete within 100 days of NTP

- Install ten (10) piezometers at locations TBD
- Install five (5) trench checks in locations and sizes TBD as an allowance item
- Remove existing dome cover and place immediately adjacent to the existing digester
- Removal of the existing pipe and diffusers and save for replacement
- Sawcut around perimeter of existing thickened slab inside the existing wall and cut slab into numerous pieces for removal
- Removal of existing slab – material to be trucked and disposed of off site
- Over-excavation of subgrade material approximately two (2) feet below the underside of existing slab – to be trucked on or off site for disposal.

Construction phase 2 - \$325,000.00 (Total Paid = \$845,850.00) – complete within 150 days of NTP

- Replace over-excavated area with clean granular material with filter fabric below
- Supply and install a fabric wrapped 4" drain system underslab and within the new aggregate layer and piped to a common point for a 24"D vertical access point. This will be inside the wall of the existing structure and allow the City to use for future pump access.
- Dowel into the existing thickened slab with dowels spaced at 12"OC to align with new slab rebar
- Pour new 8" thick slab
- Reinstall existing pipe and diffusers. Coordinate with EDI for inspection of diffusers and pipe. In the event that the piping or diffusers need to be replaced an allowance of \$10,000.00 is included in the lump sum price.
- Reset the dome cover
- Site will be clean and fine graded but will not be seeded or landscaped
- Startup

EXHIBIT 3 ALLOWANCES

Allowances are items that are covered in the lump sum price for the specific budget of the item detailed. Costs of all labor, tools, material, equipment, subcontractors, suppliers and supervision for these items will be tracked at cost with no markup for overhead and profit. In the event that the costs made are in excess of the amounts listed, the Owner shall pay such additional cost. In the event that the costs are less than the amounts listed, the Owner shall be entitled to the amounts remaining. Allowances included in lump sum price above -

- Trench checks - \$40,000.00
- Outside large crane rental to remove and reset dome - \$16,000.00
- Pipe and diffuser material - \$10,000.00

EXHIBIT 4 INSURANCE AND BONDS

TYPE:	REQUIRED LIMITS:
1. Worker's Compensation Insurance	Statutory Amount
2. Employer's Liability	\$500,000 by disease, \$500,000 each accident, \$500,000 each employee by disease
3. Commercial General Liability (CGL)	
General Aggregate:	\$1,000,000
Completed Operations Aggregate:	\$1,000,000
Limit Per Occurrence:	\$1,000,000
4. Automobile Liability: (Hired, Owned and Non-owned Included)	
Combined Single Limit per Accident	\$1,000,000
5. Builder's Risk	Contract/Completed Value of Project Work
6. Umbrella Policy	\$2,000,000
7. Professional Liability	\$500,000 per claim and annual aggregate
8. Contractor shall include Harrisonville as an additional insured on Contractor's commercial general liability and automobile liability insurance policies.	
9. Payment and Performance bonds in the form attached hereto.	



STAFF REPORT

TO: Board of Aldermen
FROM: Jerry Gibbs, Director
DATE: February 26, 2016
SUBJECT: 2016 WATER RATES

Type of Item: *Approval*

At the February 23rd Board of Aldermen work session staff discussed the water rates necessary to satisfy SRF. SRF's initial direction to staff was the rates must be adequate, suggested a methodology to include Billing & Collection, Administration and Debt Service in the minimum or base rate. After the staff report had been completed and submitted, SRF Unit Chief Darlene Groner contacted staff and indicated she would not submit anything less than applying 75% of the billing & Collection, administration and debt service to the minimum charge. A minimum rate of \$17.28 and \$8.07/1000 gallon volume charge was required.

The Board was not satisfied with a verbal request and ask staff to verify her request by email. Ms. Groner approached her Director with her recommendations and the City Model Rate Structure recommended by the city, of \$13.89 as a minimal charge and \$8.71/1000 gallons as the volume charge. The Director reviewed both structures and determined the City Rate Structure would be adequate. Ms. Groner's email to staff is below providing concurrence of our minimum rate of \$17.28 and \$8.07/1000 gallon volume charge.

"From: Groner, Darleen [<mailto:darleen.groner@dnr.mo.gov>]

Sent: Thursday, February 25, 2016 4:00 PM

To: Jerry Gibbs <jgibbs@ci.harrisonville.mo.us>; Koenig, Ted <ted.koenig@dnr.mo.gov>

Cc: Eric Patterson <epatterson@ci.harrisonville.mo.us>; Graessle, Nathan <Nathan.Graessle@dnr.mo.gov>

Subject: RE: DWSRF Rate Model 75-25 2-23-16.xls

Jerry,

Thank you for the e-mail below. Ted and I discussed your two different rate structures with our management and we will be comfortable with the city's proposed user rate of \$8.71 volume charge and \$13.89 minimum charge.

As discussed on the phone, we normally request all billing and administration costs including debt to be billed in the minimum charge, at a minimum, we do not go below 75% and 25% split between minimum and volume charge respectively. After further review it was determine that the user charge included very conservative numbers in the methodology including a debt service coverage of \$52,423 and conservative water usage values and you did clarify that all billing is now in the minimum charge.

Please proceed with advertising your meetings and hearing as outlined below as soon as possible. We cannot approve plans and specifications until the environmental hearing is complete and the Finding of no Significant Impact is issued and allow a 30 day comment period.

-Hold two public meetings to discuss the following: 1) the scope, need, and alternatives considered for the project; and 2) the proposed impact of the project on user rates.

-Provide a transcript, recording, or other complete record of the meetings and a list of attendees to the Department of Natural Resources.

-Hold one public hearing on the expected environmental impact as result of the proposed project if an Environmental Information Document is required.

-Provide a verbatim transcript of the hearing and a list of attendees to the Department of Natural Resources.

-Provide to the Department of Natural Resources proof that advertisement and notification of the meetings and hearing preceded the meetings and hearing by 30 days.

I believe Nathan has received the plans and specifications and he and Ted plan to provide comments as soon as possible. Let me know if you have any questions.

Darleen Groner, P.E.

Drinking Water Unit Chief

Water Protection Program

Financial Assistance Center

(573) 751-3259

darleen.groner@dnr.mo.gov <mailto:darleen.groner@dnr.mo.gov> ”

Recommendation - SRF has concurred with the proposed minimum charge of \$13.89 for the first 1000 gallons and a corresponding volume charge of \$8.71 per 1000 gallons. Staff is recommending 1st reading of the ordinance to adopt the proposed water rates. The city has been authorized to proceed with advertising for the two public meetings and one public hearing. The notice is attached to the staff report. Dates and time need to be established. Letters of Support for our rehabilitation project will be requested from State Senator Emery and State Representative Pfautsch.

Council Bill No. 023, 2nd Reading

Ordinance No.

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF HARRISONVILLE AS FOLLOWS: CHAPTER 700, SECTION 700.460, BY ESTABLISHING NEW RATES FOR MUNICIPAL WATER SERVICES.

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

Section 1: That the following described water rates are hereby adopted by the amendment of Chapter 700, Utilities, Section 700.460 A., Rates Adopted, by the deletion of the old rates and the adoption of the following new rates. All other portions of this Section not set out herein shall remain unchanged.

Section 700.460: Water Rates

1. Commercial.

- a. For the first 1,000 gallons a rate of \$13.89
- b. For all in excess of 1,000 gallons a rate of \$ 0.8710 per 100 gallons or fraction thereof.

2. Residential.

- a. For the first 1,000 gallons a rate of \$13.89
- b. For all in excess of 1,000 gallons a rate of \$ 0.8710 per 100 gallons or fraction thereof.

Section 2: That this ordinance shall become effective for all billings due on or after June 1, 2016.

Vote taken as follows:

Ayes:

Nays:

Absent:

Abstain:

Read for the first time by title only on the 7th day of March 2016. REad for the second time by title only on the 18th day of April 2016.

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

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor on the 18th day of April 2016

Model Drinking Water User Charge Methodology

Appendix A to User Charge System

This appendix presents the methodology to be used in calculating user charge rates and illustrates the calculations followed in arriving at the first year's user charges. The unit costs established in this appendix are based on estimates of expenses. The actual expenses that occur may differ from these estimates and certainly they will change as time passes. Therefore, the unit cost must be reestablished whenever necessary to reflect actual expenses. Once the system is in use, the expenses can be determined from operating records and the unit costs can be adjusted based on these figures. By using the total water metered to customers as a bases for setting the rate, the cost of water loss is distributed even among users.

1. Expenses: The total annual expenses associated with the treatment works, as defined in article II, Section 8, are estimated as follows:

<u>Item</u>	<u>Annual Expense</u>
Billing and Collection	\$ 69,382.25
Administration	\$ 388,717.75
Debt Service-SRF 2016 Loan	\$ 533,289.00
Financial Audit	
Power/Contractual Service	\$ 269,846.00
Labor (including fringe benefits)	\$ 691,046.00
Material Costs	
Replacement Costs (from Appendix C)	\$ 527,302.00
Chemicals/Commodities	\$ 249,527.00
Capital Outlay	\$ 36,315.00
Lake Harrisonville Watershed Protection	\$ 50,000.00
Other Charges	\$ 33,968.00
Debt Service Coverage	\$ 52,423.00
Other (specify)	\$ -
Other (specify)	\$ -
Total Expenses	\$ 2,901,816.00
<u>Revenues Received from Other Sources</u>	
Dedicated Capital Improvement Sales Tax Revenue	\$ -
Other Revenue Fix Fee (Water Tower Cellular Lease)	\$ 53,880.00
Other Revenue (Tap & Connection Fee)	
Total Revenues form Other Sources:	\$ 53,880.00
Total Expenses to be Derived from User Charges:	\$ 2,847,936.00

2. Allocation of Expenses: The total operation and maintenance, including replacement expenses, is allocated in the following manner:

<u>Minimum</u>	<u>Volume</u>
Billing and Collection	\$ 69,382.25
Administration	\$ 112,526.75
Debt Service*	\$ 533,289.00
Financial Audit	\$ -
Anticipated Debt Service	\$ -
Other (specify)	\$ -
Capital Improvement Sales Tax	\$ -
Other Revenue Fix Fee (specify)	\$ (53,880.00)
Total	\$ 661,318.00
Power	\$ 269,846.00
Labor (including fringe benefits)	\$ 691,046.00
DS Coverage	\$ 52,423.00
Replacement (see Appendix C)	\$ 527,302.00
Chemicals	\$ 249,527.00
Capital Outlay	\$ 36,315.00
Lake Harrisonville Watershed	\$ 50,000.00
Distributuion Capital	\$ 33,968.00
Administration	\$ 276,191.00
Total	\$ 2,186,618.00

* Note: The amount of debt service collected in the minimum bill is reduced by the revenues derived from the dedicated Capital Improvement Sales Tax.

Attachment: City Format Rate Model 1-24-16 (2130 : 2016 WATER RATES)



Model Drinking Water User Charge Methodology

3. Annual Metered Water, Billing and, Connection Information

Total water metered to customers	298,704,000	Gallons Per Year
Number of billing periods	12	
Number of Service Connections	3,969	
Flow in Minimum Charge	1,000	Gallons per Month
Flow in Volume Charge	251076000	

4. Volume Charge

Volume Unit Charge	=	$\frac{\text{Annual cost allocated to volume}}{\text{Total water metered to customers}}$
	=	$\frac{\$ 2,186,618.00}{251,076,000}$ N/A
	=	$\$ 0.008709$ per gallon (City's adopted volume charge)
	=	$\$ 8.710000$ per 1000 gallons (rounded up)

5. Minimum Charge

Minimum Charge	=	Annual cost allocated to minimum/Number of service connections/Number of billing periods
	=	$\$ 13.89$

6. Example User Charge

Assume 4,000 gallons used.

User Charge	=	Minimum Charge + [(Gallons Used/1,000) x Volume Charge per 1,000 gallons]
	=	$\$13.89 + [(4,000-1,000/1,000) \times \$8.71]$
	=	$\$ 40.02$ per month

Are rates sufficient?

Annual revenues generated from Minimum Charge	=	Minimum Charge per billing period x Number of Billing Periods x Number of Connections
Annual revenues generated from Minimum Charge	=	$\$13.89 \times 12 \times 3,969$
Annual revenues generated from Minimum Charge	=	$\$ 661,318.00$
Annual revenues generated from Residential Unit Charge	=	Volume Charge x Total Annual Flow in 1000 gallons
Annual revenues generated from Residential Unit Charge	=	$\$8.71 \times 251,076,000/1,000$
Annual revenues generated from Residential Unit Charge	=	$\$ 2,186,871.96$
Total Annual Revenues	=	Annual revenues generated from Minimum Charge + Annual revenues generated from Residential Unit Charge
Total Annual Revenues	=	$\$661,318.00 + \$2,186,871.96$
Total Annual Revenues	=	$\$ 2,848,189.96$
Budget Surplus/(Deficit)	=	Total Annual Revenues - Total Expenses to be Derived From User Charges
Budget Surplus/(Deficit)	=	$\$2,848,189.96 - \$2,847,936.00$
Budget Surplus/(Deficit)	=	$\$253.96$



CITY OF HARRISONVILLE

Notice of Public Meetings and Public Hearing

City of Harrisonville is holding two public meetings and one public hearing related to drinking water system improvements proposed by the City of Harrisonville which may be funded through the Missouri Department of Natural Resources State Revolving Loan Fund (SRF) program and/or other programs. The purpose of the public meetings will be to receive comments and views of interested persons on the project's facility plan related to the proposed improvements and to discuss the impact of the project on user rates. One Public Hearing will be subsequently held to discuss the environmental impact of the proposed improvements. The Public Meeting for the facility plan will be held on **4-18-16** at **5:30 PM** local time in **City Hall** located at **300 E Pearl Street, Harrisonville, MO**. The User Charge Public Meeting and Environmental Public Hearing will be held consecutively following completion of the Facility Plan Public Meeting at the same location. The public is invited to attend and may ask questions. For additional information please contact Jerry W. Gibbs at **816-380-8964**. Written comments will be entered into the hearing record if received within seven (7) days after the date of the hearing.



STAFF REPORT

TO: Board of Aldermen
FROM: Marcella McCoy, Supervisor
DATE: March 2, 2016
SUBJECT: Sewer Rates Ordinance

Type of Item: *Approval***INTRODUCTION**

The purpose of this memo is to recommend approval of sewer service rates for the remainder of Fiscal Year 2016. The increase will provide for sewer service needs, debt and projects identified for the system.

DISCUSSION

As you may know, sewer services are provided for solely by user rates. User rates provide for operation, maintenance, improvement, expansion, and debt service of the systems. An annual review of the service is complete to identify specific needs of that service. Additionally, the Environmental Protection Agency (EPA) and Missouri Department of Natural Resources (MDNR) are continually changing the rules and requirements. The City has the responsibility for making sure the system continually meets changes or has plans to make the changes required to meet requirements. One change that you may be aware of is the requirements to provide disinfection of wastewater using Ultra Violet (UV) technology. This example is included in the projected future needs of the wastewater system.

Staff uses a rate tool to project changes in user rates. A complete update was made in the history data populated in the tool last fall and was presented at that time. Additionally, staff reviewed the capital project needs based on planned projects and projected growth. Currently, the addition of the repairs to the digester at the wastewater treatment plant is under review. This project will be presented to the Board to authorize the contract for repair.

Sewer rates increased in 2014 and 2015 based on increases in operation and planned system improvements and to provide for current and future debt payments. Debt associated with user rates requires a coverage limit to meet annually. That coverage limit is typically at least 110%.

That means operating revenue generated has to provide 100% of the operation expenses and debt payments for each year plus 10% to be used for improvements and expansion.

The debt issuance also requires a reserve balance that typically equals to the last principal payment. Debt service includes yearly principal and interest payments. Current City policy is also to maintain an operating reserve balance. Both of these reserves are held in the projected ending fund balances.

The proposed increase in 2016 rates will continue to provide for the system operation, debt and improvements. The recommended increase in the 2016 rate is 1%. This is a \$0.10 increase in the base rate and a \$0.01 increase per gallon of water used over 1000 gallons. This increase is less than originally presented based on the updated history and assumptions in the rate calculation tool.

Rates will continue to be reviewed annually as part of the budget process and as needs for the system are identified. Capital needs identified over the next 5 years are projected to be paid with existing and future revenue generated without additional debt issuance.

RECOMMENDATION/ACTION REQUESTED

Staff recommends approval of the ordinance presented to increase sewer rates.

Council Bill No. 024, 2nd reading

Ordinance No.

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY
OF HARRISONVILLE CHAPTER 700, SECTION 400.480 BY ESTABLISHING
NEW RATES FOR SEWER SERVICES.**

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

Section 1: That the following described sewer rates are hereby adopted by the amendment of Chapter 700, Utilities, Section 700.480 B, Basic Sewer Service Charge, by the deletion of the old rates and the adoption of the following new rates. All other portions of this section not set out herein shall remain unchanged.

1. Commercial:
 - a. \$10.55 for the first 1,000 gallons
 - b. For all in excess of 1,000 gallons \$0.690 per 100 gal.
2. Residential:
 - a. \$10.55 for the first 1,000 gallons
 - b. For all in excess of 1,000 gallons \$0.690 per 100 gal.

Section 2: That this ordinance shall become effective for all billings due on or after April 1, 2016.

Vote taken as follows:

Ayes:

Nays:

Absent:

Abstain:

Read for the first time by title only on the 7th day of March 2016. Read for the second time by title only on the 18th day of April 2016.

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

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 18th day of April 2016



STAFF REPORT

TO: Board of Aldermen
FROM: Marcella McCoy, Supervisor
DATE: March 2, 2016
SUBJECT: Refuse Rate Ordinance

Type of Item: *Approval***INTRODUCTION**

The purpose of this memo is to recommend approval of refuse service rates for the remainder of Fiscal Year 2016. The increase will provide for refuse services including residential pick up, household hazardous waste, and city wide cleanup included in the 2016 budget.

DISCUSSION

Like water and sewer services, refuse service is provided for solely by user rates. User rates provide for residential pickup, household hazardous waste, city wide cleanup, and administration of the service.

Solid waste collection is provided to the City through a private contract with a disposal collection company. In recent years this service has been provided by the local service, Town & Country. Fall of 2015 Town and Country sold to Waste Corporation of America (WCA). WCA has honored the existing contract between Town and Country and the City of Harrisonville. This contract has "one-year renewal periods, at City's option, subject to the same contractual terms and conditions so long as the rate per residential account per month is not greater than \$10.80." This means that the contract for 2016 will renew for 2017 as long as the \$10.80 per residential pickup remains the cost.

Each year the budget is developed based upon the average number of users to provide the revenue needed to fund the disposal contract, household hazardous waste contract and for 2016, the city wide cleanup along with the administration of the service. The 2016 budget projects an increase in fund balance of \$6,135. However, this increase was based on a \$0.25 increase in the monthly service. The justification for this increase was to fund the \$10,000 projected cost of the City wide clean up that has been funded by General Fund in past years.

The proposed increase before you tonight is only \$0.16 per month, under \$2 per year. This increase will provide approximately \$530 in additional monthly revenue based on the current number of customers. The proposed change in fund balance will be an increase of \$2,809 instead of the budgeted \$6,135. This will still not allow the refuse fund to meet the two months of operating cash reserve as outlined in policy.

Because the refuse fund is basically a pass through fund, the cash balance has not been a challenge.

RECOMMENDATION/ACTION REQUESTED

Staff recommends approval of the ordinance presented to increase refuse rates.

Council Bill No. 025, 2nd Reading

Ordinance No.

**AN ORDINANCE OF THE CITY OF HARRISONVILLE ESTABLISHING A
NEW RATE FOR RESIDENTIAL SOLID WASTE COLLECTION.**

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

Section 1: That the following described solid waste collection rate is hereby adopted:

Residential: For each dwelling unit, a charge of \$12.65 per month.

(See Harrisonville City code, Chapter 240 for applicability and authority.)

Section 2: That this ordinance shall become effective for all billings due on or after April 1, 2016.

Vote taken as follows:

Ayes:

Nays:

Absent:

Abstain:

Read for the first time by title only on the 7th day of March 2016. Read for the second time by title only on the 18th day of April 2016

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

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 18th day of April 2016



TO: Board of Aldermen
FROM: Sheryl Stanley, Deputy City Clerk
DATE: April 12, 2016
SUBJECT: Certification of Election Results

Type of Item: *Approval*

Following an election, it is the duty of the Board of Aldermen to review and certify the vote results. Attached, please find a written report from the Cass County Election Authority attesting to the vote count in the April 5, 2016 municipal election for the offices of one alderman in each of the city's four wards and the ballot question regarding the discontinuation of collection of sales tax on vehicles purchased from sources other than Missouri licensed dealers.

Council Bill No. 030

Ordinance No.

AN ORDINANCE DECLARING THE RESULTS OF THE CITY GENERAL ELECTION HELD ON APRIL 5, 2016, FOR THE OFFICES OF FOUR ALDERMEN AND A BALLOT QUESTION.

WHEREAS, on April 5, 2016, a general election was held within the City of Harrisonville, Missouri to elect an Alderman for Ward No.1, Ward No. 2, Ward No. 3, and Ward No. 4; and

WHEREAS, on the same ballot, a question was asked regarding whether the city should discontinue the collection of sales tax on motor vehicles purchased from any source other than a licensed Missouri dealer, and

WHEREAS, the results of the election have been certified to the City of Harrisonville by Michael Vinck, Cass County Clerk/Election Authority;

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

Section 1: That it is hereby declared that the following named persons have been elected to the following named offices for four-year terms:

Alderman, Ward No. 1 - Brad Bockelman

Alderman, Ward No. 2 - Judy Reece

Alderman, Ward No. 3 - David Dickerson

Alderman, Ward No. 4 - Matt Turner

Section 2: That the ballot question regarding the discontinuation of collection of sales tax on motor vehicle purchases is hereby declared to have failed and the collection of sales tax will continue without interruption.

Section 3: That it is hereby found and declared that notice of said election was duly given by publication in the manner provided by law, and that said election was held and conducted in all respects and conformity with the Constitution and laws of the State of Missouri.

Section 4: That this ordinance shall become effective immediately upon its passage and approval and the officers named above shall immediately assume office.

Vote taken as follows:

Ayes:

Nays:

Absent:

Abstain:

Read two times by title only on April 18, 2016 and duly passed by the Board of Aldermen and approved by the Mayor of the City of Harrisonville, Missouri this 18th day of April, 2016.

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

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 18th day of April, 2016



Cass County Election Authority

102 East Wall • Harrisonville, Missouri 64701
816/380-8102 • Fax: 816/380-8101

MICHAEL VINCK

E-MAIL: Mikev@casscounty.com
816/380-8102

The following is an Official Certificate of Election Results of the Municipal Election held in Cass County, Missouri, on April 5, 2016.

We hereby certify that the:

HARRISONVILLE WARD 1			
	Polling	Absentee	Total
Number of Precincts	1	1	2
Precincts Reporting	1	1	2
Total Votes	476	25	501
BRAD BOCKELMAN	250	20	270
DOUG MEYER	226	5	231
Write-in Votes	0	0	0

HARRISONVILLE WARD 2			
	Polling	Absentee	Total
Number of Precincts	1	1	2
Precincts Reporting	1	1	2
Total Votes	376	24	400
JUDY REECE	208	15	223
MORRIS COBURN	168	9	177
Write-in Votes	0	0	0

HARRISONVILLE WARD 3			
	Polling	Absentee	Total
Number of Precincts	1	1	2
Precincts Reporting	1	1	2
Total Votes	231	10	241
DAVID DICKERSON	156	4	160
SCOTT EMMONS	74	6	80
Write-in Votes	1	0	1

CERTIFICATE OF ELECTION RESULTS

I, Michael J. Vinck, County Clerk/Election Authority of Cass County, Missouri, do hereby certify that the foregoing is a full accurate return of all votes cast at the above named polling place for all CANDIDATES and FOR and AGAINST all propositions at said election as certified to me by the duly qualified and acting judges of said election.

Dated this 8th day of April 2016




Michael J. Vinck, Cass County Clerk / Election Authority

Attachment: Certification of 2016 Election Results (2177 : Certification of Election Results)



Cass County Election Authority

102 East Wall • Harrisonville, Missouri 64701
816/380-8102 • Fax: 816/380-8101

MICHAEL VINCK

E-MAIL: Mikev@casscounty.com
816/380-8102

The following is an Official Certificate of Election Results of the Municipal Election held in Cass County, Missouri, on April 5, 2016.

We hereby certify that the:

HARRISONVILLE WARD 4			
	Polling	Absentee	Total
Number of Precincts	1	1	2
Precincts Reporting	1	1	2
Total Votes	392	16	408
MATT TURNER	229	8	237
MICHAEL ADAIR	163	8	171
Write-in Votes	0	0	0

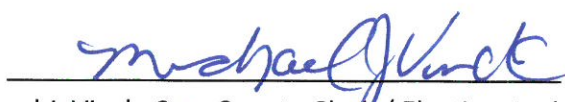
HARRISONVILLE QUESTION			
	Polling	Absentee	Total
Number of Precincts	4	1	5
Precincts Reporting	4	1	5
Total Votes	1470	78	1548
NO	896	50	946
YES	574	28	602

CERTIFICATE OF ELECTION RESULTS

I, Michael J. Vinck, County Clerk/Election Authority of Cass County, Missouri, do hereby certify that the foregoing is a full accurate return of all votes cast at the above named polling place for all CANDIDATES and FOR and AGAINST all propositions at said election as certified to me by the duly qualified and acting judges of said election.

Dated this 8th day of April 2016




Michael J. Vinck, Cass County Clerk / Election Authority



TO: Board of Aldermen
FROM: Sheryl Stanley, Deputy City Clerk
DATE: April 12, 2016
SUBJECT: Election of Acting President of the Board

Type of Item: *Approval*

Each year, during the second meeting in April, it is customary for the Board of Aldermen to elect one member to serve as Acting President of the Board. This position is set forth in the Municipal Code, Chapter 110.040, and the person elected will assume the duties of the mayor whenever he is unavailable.

A. Action Item (ID # 2178)

Election of Acting President of the Board



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: March 30, 2016
SUBJECT: Camp Valor Outdoors Walk

Type of Item: *Approval*

Issue: The Camp Valor Outdoors 2016 Honor Walk would like to host a 13 mile Memorial Walk to honor Cpl. Jacob Carver.

Background: This event has been held the last five years in Harrisonville without any noted complaints or concerns. This year's event will be held Saturday, June 4, 2016 beginning at 9:15 am and be out of the Harrisonville City limits by 11:15 am. The walk will begin at Orient Cemetery and end, the Harrisonville portion of the walk, by taking 2 Highway west out of the City. The route while in Harrisonville will be Orient Cemetery to Elm Street, Elm Street to Price Street, Price Street to Pearl Street, Pearl Street to Independence Street, Independence Street to Highway 2 (Mechanic Street), and Highway 2 out of town. They anticipate the walk will consist of between 75-100 participants and last no longer than two hours (9:30-11:15) in Harrisonville. They plan to have all participants walking as a group and not spread out. The applicant is not requesting any City services other than crossing Commercial Street. This request can be completed by on duty staff or the VIPS. The only areas of the route where sidewalks are not provided are on Elm Street from the cemetery to Younger Street and on Highway 2 from Commercial Street out of town. I have advised the applicant to contact the Missouri Department of Transportation regarding permission to walk on their routes. The applicant will provide necessary insurance if the event is approved.

Recommendation: With no noted complaints or concerns associated with this event in the past I would recommend approval for this event on City of Harrisonville streets only as long as all state laws and city ordinances are followed.

B. Action Item (ID # 2164)

Special Event Permit: Camp Valor Outdoors 2016 Honor Walk

Attachments:

Camp Valor Outdoors (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 Aldermen 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 Aldermen 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: Camp VALOR outdoors
2. Name of Applicant: ART CARVER
Address: 27600 S. Lewis RD Freeman MO
Phone: _____ Cell: 816-738-1408
3. Purpose of Event: Walk To Raise money To Help wounded Veterans
4. Proposed date(s) and time(s) of Event: June 4th 9:30 Am
5. Location(s) where event will be held: Leaving Oriant Cemetery west on Elm St
To price St. South on price To pearl St. west on pearl
To Independence. South on Ind To mechanic west on mechanic out of town
6. Anticipated crowd size: 75 To 100
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
8. Any additional information: Depending on crowd size may need
ASSISTANCE crossing Commercial St. At mechanic

APPROVED this _____ day of _____, 20 _____

Chief of Police

City Clerk

Attachment: Camp Valor Outdoors (2164 : Camp Valor Outdoors Walk)



TEAM JAKE

- and -

Camp Valor Outdoors

Presents

2016 HONOR WALK

SATURDAY, JUNE 4TH

WALKING FOR THOSE WHO STAND FOR US

The Honor Walk...

- **8 am** - Registration at
Cpl. Jacob Carver Memorial Park
- **9 am** - Busses depart
- **9:15 am** - Walk begins
at Orient Cemetary
- **3 mile** - First hydration station
Bus Pick-up available for walkers

Meanwhile...

Snacks & activities at
Cpl. Jacob Carver Memorial Park
for kids and non-walkers.

...After

Lunch provided at the conclusion
of the walk by Team Jake.

.....
Door Prizes • Raffle • Silent Auction

**All proceeds from the 2016 Honor Walk will benefit Camp Valor Outdoors
- One Team - One Fight -**

For more information check us out online:

Find us on - Team Jake • Camp Valor Outdoors | www.campvaloroutdoors.org

or contact

teamjakemm@gmail.com

Marie: 816.738.1218

Heather: 816.510.9305

Kristin: 678.481.0122

Megan: 816.804.0026



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: April 7, 2016
SUBJECT: Stacy Cox Memorial Run Event Permit

Type of Item: *Approval*

Type of Item: *Action Item*

Issue: Stacy Cox Memorial Scholarship Fund 5K Run
 scheduled for May 14, 2016 from 8:00 am to 10:00 am.

Background: The applicant, Tami Caldwell has requested a special event permit to host a 5K run in Harrisonville. This is the sixth year for this event with no noted complaints or concerns with last year's event. This event will again be a fundraiser for the Stacy Cox Memorial Scholarship. We will ask the Harrisonville VIPS to provide an escort for the event and to lead the runners during this event. According to the applicant registration will begin at the Harrisonville High School at 7:30 am with the first wave of runners to start at approximately 8:00 am. The proposed route is as follows: south from the high school on Price Street to Elm Street, west on Elm Street to North Halsey Street, north on North Halsey to Ash Street, west on Ash Street to Sunny Swim Drive, north on Sunny Swim Drive to Sandy Links Lane, Sandy Links Lane to the 3rd shelter house. The participants will follow the same route, in reverse, back to the High School. Please see attached route map of the event. There is no cost for the requested City services and the required insurance will again be provided by the Harrisonville Rotary Club.

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.

C. Action Item (ID # 2169)

Stacy Cox Memorial Run Event Permit

Attachments:

Cox 5k Permit 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.

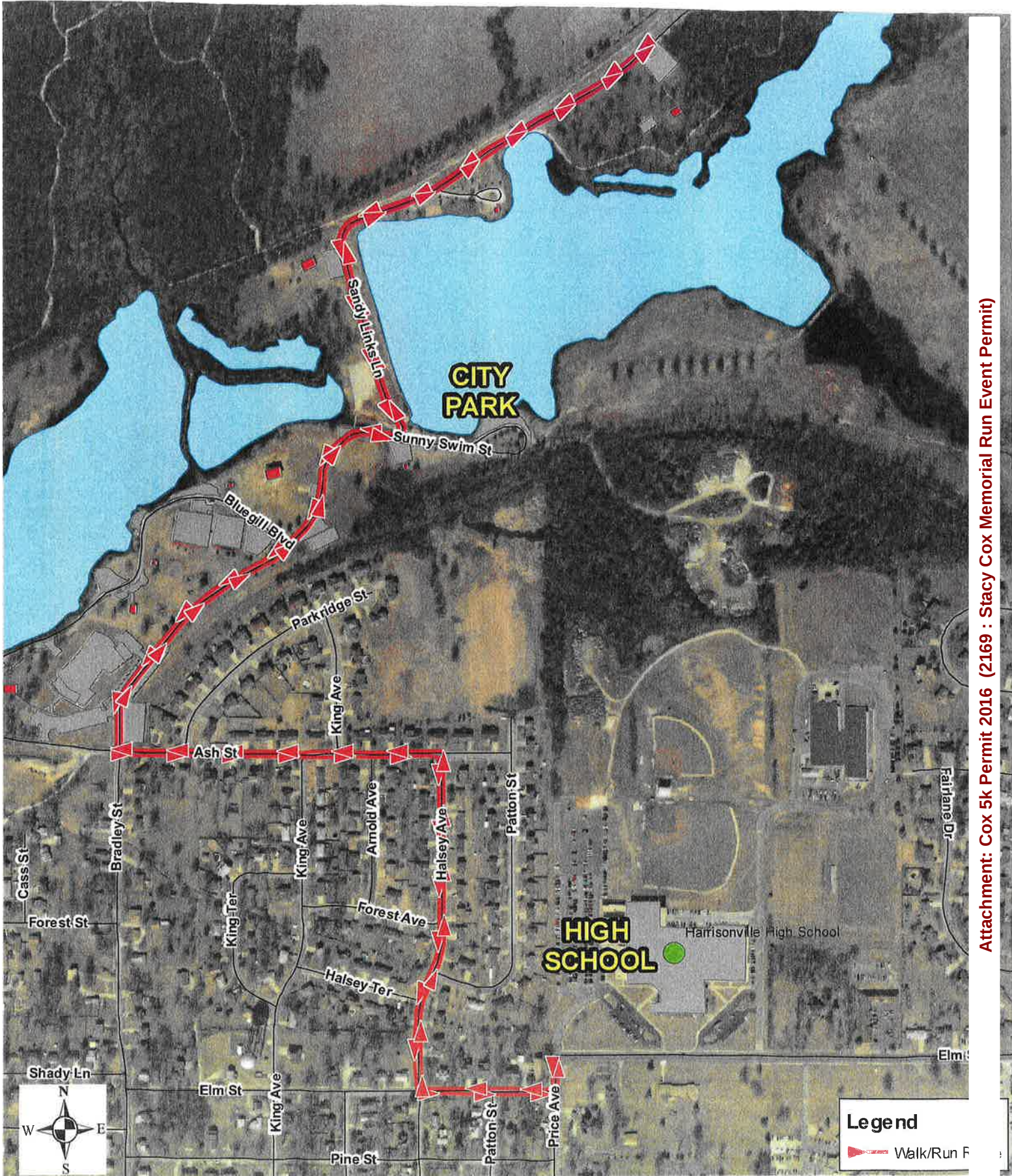
B. **CONTENTS:** The application for an event permit shall set forth the following information.

1. Organization: Stacy Cox Memorial Run
2. Name of Applicant: Tami Caldwell
Address: 107 E. Walker Dr. Harrisonville Mo 64701
Phone: 816-206-0789 Cell: _____
3. Purpose of Event: Scholarship for Harrisonville Student
4. Proposed date(s) and time(s) of Event: May 14th 2016
5. Location(s) where event will be held: Race to start at HHS through the city park and back
6. Anticipated crowd size: 50
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
8. Any additional information: Insurance under Harrisonville Rotary Club

APPROVED this _____ day of _____, 20 ____

Chief of Police

City Clerk



Attachment: Cox 5k Permit 2016 (2169 : Stacy Cox Memorial Run Event Permit)



CERTIFICATE OF LIABILITY INSURANCE

7/1/2016

DATE (MM/DD/YYYY)

11/16/2015

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

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

PRODUCER LOCKTON COMPANIES 500 West Monroe, Suite 3400 CHICAGO IL 60661 (312) 669-6900	CONTACT NAME: Lockton Companies PHONE (A/C No. Ext): 1-800-921-3172 FAX (A/C No.): 1-312-681-6769 E-MAIL ADDRESS: Rotary@lockton.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Westchester Fire Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED 1379367 All Active US Rotary Clubs & Districts
 Attn: Risk Management Department
 1560 Sherman Ave.
 Evanston, IL 60201-3698

COVERAGES ROT101

CERTIFICATE NUMBER:
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability ☐ Included GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			PMI G23861355 007	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			PMI G23861355 007	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

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

The Certificate Holder is included as Additional Insured where required by written and signed contract or permit subject to the terms and conditions of the General Liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER

Rotary Club of Harrisonville
 City of Harrisonville

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

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