AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
AUGUST 20, 2018
7:00 PM

1. Call to Order & Pledge of Allegiance

2. Roll Call

A. Roll Call

3. Ceremonial Matters

A. Suicide Prevention Week

4. Public Participation

5. Approval of Minutes

A. Board of Aldermen - Regular Meeting - Aug 6, 2018 7:00 PM

6. Agenda Items

A. PUBLIC HEARING – TAX LEVY RATE

Council Bill 51: An Ordinance Levying A Tax For The Current Expense Of The City Of Harrisonville, Missouri, Upon Real Property And All Tangible Personal Property Of Whatsoever Nature And Character Subject To Taxation By The City Of Harrisonville For Such Purposes; Also, Levying A Special Tax Upon The Afore Described Properties For Public Parks; For A Total Tax Levy Of $0.6658

B. Council Bill 52: A RESOLUTION OF THE BOARD OF ALDERMEN AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH COMMERCE BANK FOR CITY OF HARRISONVILLE DEPOSITORY SERVICES FOR A PERIOD OF THREE YEARS BEGINNING OCTOBER 1, 2018

C. Council Bill 53: A RESOLUTION OF THE CITY OF HARRISONVILLE, MISSOURI (“CITY”) AUTHORIZING, APPROVING AND DIRECTING THE EMPLOYMENT OF CERTAIN LAW FIRMS TO REPRESENT CITY IN POTENTIAL LITIGATION AGAINST CONTRIBUTORS OF OPIOID ADDICTION CRISIS.

D. **Council Bill 54: A RESOLUTION OF THE BOARD OF ALDERMEN AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH H.W. LOCHNER, INC. FOR DESIGN SERVICES FOR THE SOUTH HANGAR TAXI-LANE REHABILITATION PROJECT AT A COST OF $100,300 AND ESTABLISHING AN EFFECTIVE DATE.**

E. **Council Bill 55: A RESOLUTION OF THE BOARD OF ALDERMEN AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH H.W. LOCHNER, INC. FOR CONSTRUCTION SERVICES FOR THE SOUTH HANGAR TAXI-LANE REHABILITATION PROJECT AT A COST OF $126,900 AND ESTABLISHING AN EFFECTIVE DATE.**

F. **Council Bill 56: A RESOLUTION OF THE BOARD OF ALDERMEN AUTHORIZING THE AIRPORT MANAGER TO APPLY FOR $976,000 IN FEDERAL BLOCK GRANT FUNDING FOR THE SOUTH HANGAR TAXI-LANE REHABILITATION PROJECT AT THE LAWRENCE SMITH MEMORIAL AIRPORT AND ESTABLISHING AN EFFECTIVE DATE.**

G. **Council Bill 57: AN ORDINANCE TO ACCEPT THE FINAL PLAT OF MAPLE TREE SUBDIVISION, A SUBDIVISION OF LAND BEING A RE-PLAT OF LOTS ONE (1), TWO (2), THREE (3) AND THE SOUTH TWENTY-FIVE AND ONE-HALF (25.5) FEET OF LOT FOUR (4), BLOCK ONE (1) IN MOODY'S ADDITION IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI**

7. **Aldermen and Committee Reports**

8. **Report from the City Administrator**

9. **Report from the Mayor**

10. **Adjourn to Executive Session - RSMo. 610.021 (1) Legal Actions, Causes of Actions or Litigation involving a public governmental body**

11. **Adjourn From Regular Session**

Posted on City Hall Bulletin Board this 16th day of August 2018

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Randall K. Jones, 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

City of Harrisonville est. 1836

DRAFT

MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
AUGUST 6, 2018
7:00 PM

1. Call to Order & Pledge of Allegiance

The meeting was called to order at 7:00 p.m. by Mayor Brian Hasek.

2. Roll Call

Attendee Name	Organization	Title	Status	Arrived	Departed
Judy Bowman	Harrisonville	Board Member	Present		
Clint Long	Harrisonville	Board Member	Present		
Jessica Levsen	Harrisonville	Board Member	Present		
David Dickerson	Harrisonville	Board Member	Present		
Matt Turner	Harrisonville	Board Member	Present		
Marcia Milner	Harrisonville	Board Member	Present		
Judy Reece	Harrisonville	Board Member	Present		8:00 PM
Brad Bockelman	Harrisonville	Board Member	Present		
Brian Hasek	Harrisonville	Mayor	Present		

Others in attendance were: City Attorney John Fairfield, City Administrator Happy Welch, Finance Director Marcella McCoy, Account Specialist Debra Phelps, Parks & Recreation Director Chris Deal, Police Lieutenant Sean Murray and City Clerk Randall Jones, Recording.

3. Ceremonial Matters

Mayor Hasek presented a proclamation declaring the week of September 17, 2018 as "Constitution Week" in Harrisonville to Denise Miller, representative for the Daughters of the American Revolution.

4. Public Participation

Jack Hopkins, 309 Johnston Drive, Raymore, MO, Community Bank of Raymore President, addressed the Mayor and Board and asked them not to follow the recommendation of the Finance Committee to award banking services to Commerce Bank.

Aaron Rains, 2009 N. Linn, Nevada, MO, Commerce Bank Community President, addressed the Mayor and Board on the benefits of the services offered by Commerce Bank.

Morris Coburn, 908 E. Pearl, reminded everyone about the primary election on August 7th. He asked about the June collection report being posted and Marcella McCoy, Finance Director, stated that now that vacations were over, it should be posted this week.

Beverley Brewington, Community Bank of Raymore, addressed the Mayor and Board on the benefits of remaining with Community Bank.

Tony Purtle, 707 S. Main, addressed the Mayor and Board about the drug problems within the city. Mayor Hasek remarked about the court system needing to prosecute. Alderman Bockelman stated he had two residents speak to him about the same issue. Alderman Bockelman said that perhaps an informal meeting with the Mayor, City Administrator and these citizens would be good to address this issue. Alderman Levsen stated that she was interested also. City Attorney John Fairfield suggested that it would be helpful to prosecuting attorneys for residents to take photographs if possible. Alderman Bowman stated she felt all four wards have had concerns and would like to see a work session scheduled for the entire Board on this topic.

Scott Emons, 201 W. Washington, stated that he thought Alderman Bowman's idea of a work session with everyone would be great. He also has great concern over the drug problem in the city.

5. Approval of Minutes

A. Board of Aldermen - Regular Meeting - Jul 2, 2018 7:00 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	David Dickerson, Board Member
SECONDER:	Jessica Levsen, Board Member
AYES:	Bowman, Long, Levsen, Dickerson, Turner, Milner, Reece, Bockelman

B. Board of Aldermen - Special Meeting - Jul 5, 2018 7:00 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Marcia Milner, Board Member
SECONDER:	Matt Turner, Board Member
AYES:	Bowman, Long, Levsen, Dickerson, Turner, Milner, Reece, Bockelman

C. Minutes of Executive Session July 5, 2018

Motion was made by Alderman Dickerson with a second by Alderman Levsen to approve the minutes of the July 2, 2018 Executive session. Motion carried with all ayes.

6. Agenda Items

A. Harrisonville Public School Foundation 5K Walk/Run event

Staff report presented by Lieutenant Sean Murray.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Marcia Milner, Board Member
SECONDER:	Matt Turner, Board Member
AYES:	Bowman, Long, Levsen, Dickerson, Turner, Milner, Reece, Bockelman

B. 2018 Trunk or Treat Event

Staff report presented by Lieutenant Sean Murray.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Matt Turner, Board Member
SECONDER:	Judy Bowman, Board Member
AYES:	Bowman, Long, Levsen, Dickerson, Turner, Milner, Reece, Bockelman

C. September Meeting

City Administrator Happy Welch recommended that because of the Labor Day holiday and Missouri Municipal League Conference conflicting with the September regular meetings, the Board could meet on September 10, 2018 for regular session and then on September 24, 2018 for budget work session. Alderman Dickerson made motion with second from Alderman Long. Motion carried with all ayes.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Dickerson, Board Member
SECONDER:	Clint Long, Board Member
AYES:	Bowman, Long, Levsen, Dickerson, Turner, Milner, Reece, Bockelman

D. 2018 Dash-camera Video Replacement for PD

Staff report presented by Lieutenant Sean Murray. Alderman Bowman asked if this model is the most current camera. Murray replied yes. Mayor Hasek asked when vehicle camera is turned on. Murray replied any time they come in contact with the public.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Dickerson, Board Member
SECONDER:	Marcia Milner, Board Member
AYES:	Bowman, Long, Levsen, Dickerson, Turner, Milner, Reece, Bockelman

E. Property Recommendations

Staff report presented by City Administrator Happy Welch. Alderman Bowman asked about the Zaroor family being given the first right of refusal on two lots on East Mechanic.

F. A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A SUPPLEMENTAL AGREEMENT BETWEEN THE CITY OF HARRISONVILLE, MISSOURI, THE MISSOURI DEPARTMENT OF TRANSPORTATION, AND THE MISSOURI NORTHERN ARKANSAS RAILROAD COMPANY, INC. FOR THE CONSTRUCTION OF IMPROVEMENTS TO THE RAILROAD CROSSING ON 267TH ST.

Upon passage, Mayor Hasek designated it to be Resolution #31-18.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Matt Turner, Board Member
SECONDER:	Clint Long, Board Member
AYES:	Bowman, Long, Levsen, Dickerson, Turner, Milner, Reece, Bockelman

G. AN ORDINANCE AMENDING THE OPERATING BUDGET FOR THE CITY OF HARRISONVILLE, MISSOURI, FOR THE FISCAL YEAR JANUARY 1, 2018 THROUGH DECEMBER 31, 2018.

Staff report presented by Finance Director Marcella McCoy. Motion to suspend ruling and move the bill to its second reading by Alderman Dickerson and second by Alderman Long. Motion carried. Roll call vote was taken: Alderman Bowman aye, Alderman Bockelman aye, Alderman Reece absent, Alderman Milner aye, Alderman Dickerson aye, Alderman Long aye, Alderman Turner aye, Alderman Levsen aye. Upon passage, Mayor Hasek designated it to be Ordinance #3442.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	David Dickerson, Board Member
SECONDER:	Clint Long, Board Member
AYES:	Bowman, Long, Levsen, Dickerson, Turner, Milner, Bockelman
ABSENT:	Judy Reece

H. AN ORDINANCE VACATING ALL THAT PART OF THE TEN (10) FEET ALLEY LOCATED WITHIN BLOCK ONE (1) OF MOODY'S ADDITION TO THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, FROM THE NORTH RIGHT-OF-WAY LINE OF FOREST AVENUE EXTENDING NORTH TO THE SOUTH RIGHT-OF-WAY LINE OF THE NOW ABANDONED SAN FRANCISCO RAILROAD RIGHT-OF-WAY.

Staff report presented by City Planner Roger Kroh. Motion to suspend ruling and move the bill to its second reading by Alderman Dickerson and second by Alderman Turner. Motion carried. Roll call vote was taken: Alderman Bowman aye, Alderman Bockelman aye, Alderman Reece absent, Alderman Milner aye, Alderman Dickerson aye, Alderman Long aye, Alderman Turner aye, Alderman Levsen aye. Upon passage, Mayor Hasek designated it to be Ordinance #3443.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	David Dickerson, Board Member
SECONDER:	Matt Turner, Board Member
AYES:	Bowman, Long, Levsen, Dickerson, Turner, Milner, Bockelman
ABSENT:	Judy Reece

I. A RESOLUTION OF THE BOARD OF ALDERMEN AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH COMMERCE BANK FOR CITY OF HARRISONVILLE DEPOSITORY SERVICES FOR A PERIOD OF THREE YEARS BEGINNING OCTOBER 1, 2018

Staff report presented by Finance Director Marcella McCoy.

Alderman Bockelman asked who the staff recommendation refers to. The reply was McCoy, Phelps and Welch.

Alderman Milner asked about the Disaster Recovery Plan from Community Bank of Raymore and confirmed that the City has received it.

Alderman Milner asked about the monetary savings/expenses comparisons.

Alderman Bowman asked how many RFP's were sent out. McCoy replied to all the bank branches in Harrisonville.

Alderman Bowman stated that all packet information should be updated to include the Disaster Recovery Plan.

Alderman Bowman stated that one Alderman stated in Finance Committee meeting that he wanted to make it easier for staff and another Alderman stated that both banks were fine but he wanted Commerce Bank.

Alderman Levsen stated that she needed more time to consider banking services.

Finance Director Marcella McCoy stated that some of the fees would not be known.

Alderman Bowman stated that she had no issue with McCoy nor Community Bank or Commerce Bank, but just needed more information to make decision.

Alderman Long asked if we were to stay with Community Bank would they be in compliance as required by state audit. McCoy replied yes.

RESULT:	**TABLED [6 TO 1]** **Next: 8/20/2018 7:00 PM**
MOVER:	Judy Bowman, Board Member
SECONDER:	Jessica Levsen, Board Member
AYES:	Bowman, Long, Levsen, Dickerson, Turner, Milner
NAYS:	Brad Bockelman
ABSENT:	Judy Reece

7. Aldermen and Committee Reports

Alderman Bowman had the opportunity to volunteer with Bright Futures recently. Reminder again of election day tomorrow and encouraged all to vote.

Alderman Bockelman said he had received information about possible leakage of executive session information.

City Attorney John Fairfield stated that it is very hard to follow up and question all involved to prove if there is information shared from an executive session.

Alderman Turner enjoyed the Harrisonville High School football team cardboard boat races Sunday night at the City Park.

8. Report from the City Administrator

City Administrator Happy Welch reported that the State Auditor completed the follow up audit this past week but did not have a timetable for a revised overall performance rating.

Finance Director Marcella McCoy stated that there will be a new automated bill paying system offered to residents. Information will be sent out this month.

9. Report from the Mayor

Mayor Hasek reported that he is waiting for the final report from State Auditor and then will address the public. He reported that last Wednesday he had the opportunity to meet with the new Governor at a Mayor's round table meeting in Jefferson City. The water treatment plant will be dedicated next week. Mayor Hasek addressed rumors that this Administration was running businesses away from the City. He stated this is not true and that the Administration is working to make the City more attractive to businesses.

10. Adjourn From Regular Session

Motion was made by Alderman Dickerson to adjourn with second by Alderman Long. Motion carried. Meeting adjourned at 8:36 p.m.

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

ATTEST:

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Randall K. Jones, City Clerk

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Marcella McCoy, Director**

DATE: **August 6, 2018**

SUBJECT: **2018 Tax Levy**

Type of Item: *Public Hearing*

BACKGROUND

As part of Fiscal Year 2019 Budget development, the property tax levy is set as outlined in RSMO 67.110.1. The assessed values are received from the County and submitted to the State Auditor for review. The proposed tax levy is calculated based on the assessed values provided and is set to maintain revenue at what is called revenue neutral. This means the City does not receive a significant amount more in revenue from year to year.

The proposed levy calculated and reviewed by the State Auditor is $0.5430 for General fund and $0.1228 for Park. The proposed tax levy is equal to the 2017 levy that will generate nearly the same exact tax revenue as Fiscal Year 2018. Personal property value increased.

DISCUSSION

The State Statute outlines the requirement for each political subdivision to fix its ad valorem property tax rates no later than September first for entry in the tax books. The Statute goes on to state that the budget officer present the assessed valuation by category of real, personal and other tangible property as entered in the tax book for the fiscal year for which the tax to be levied along with the amount of revenue required to be provided from the property tax set forth in annual budget adopted.

The City is required to hold a public hearing on the proposed rates as outlined in RSMO 67.110.1. The tax rates shall be calculated to produce substantially the same revenues as required in the annual budget adopted. Basically, this means that the City cannot set a levy that will generate substantially more revenue than projected from the year before. So even though the levy itself becomes a higher or lower number, the amount of tax remains basically the same. I say basically, because, if someone purchases new personal property or a new real estate, then the tax will be higher because the assessed value is higher.

The tax rates proposed are based on the assessed values provided by the County. The County Clerk sends a form called “Pro Forma - State Auditor’s Review of Data Submitted”. This document has been completed by the Missouri State Auditor to calculate the proposed tax levy for General Fund and Parks. I have included the documents received. The calculated levy is recommended at $0.5430 for General and

$0.1228 for Park. The Maximum prior year adjusted revenue is calculated at $707,732 for General Fund and $160,054 for Parks. Total revenue permitted in current year is $708,746 for General Fund and $160,283 for Parks.

The assessed values received from the County reflect an increase in Real Estate values primarily from new construction. The Personal Property assessment increase from 2017. The total revenue projected to be received for Fiscal Year 2019 is $26,520 more for the General Fund and $5,997 for Parks. This year, the increase in revenue is mostly due to the new construction for Real Estate. There is also an increase in the personal property revenue as well.

ACTION REQUIRED/RECOMMENDATION

Recommendation is to set the tax levy for Fiscal Year 2019 as proposed and outlined in the documents provided. I respectfully request the Board consider the ordinance on first reading to comply with State Statute to set the levy prior to September 1. This action will allow the City to provide the documents to the County for certification in a timely manner to also comply with the State Statute requirement by September 1st.

Council Bill No. 51

Ordinance No.

An Ordinance Levying A Tax For The Current Expense Of The City Of Harrisonville, Missouri, Upon Real Property And All Tangible Personal Property Of Whatsoever Nature And Character Subject To Taxation By The City Of Harrisonville For Such Purposes; Also, Levying A Special Tax Upon The Afore Described Properties For Public Parks; For A Total Tax Levy Of $0.6658

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

Section 1: That there is hereby levied for the year 2018 a tax upon each $100.00 of the assessed valuation of all real property and all tangible personal property of whatsoever nature and character subject to taxation by the City of Harrisonville, Missouri, at the following rates for the following purposes, to-wit:

(a) For paying the current expense of the City of Harrisonville, Missouri, for said year, a rate of $0.5430

(b) For the establishment and maintenance of public parks in the City of Harrisonville, Missouri, for said year, a rate of $0.1228

Section 2: That following the effective date of the passage of this ordinance, the tax levy so established shall be extended upon the assessment books of the City and collected as provided by law.

Section 3: That this ordinance shall be in full force and effect from and after the date of its passage and approval.

Vote taken as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Read one time by title only on August 20, 2018 and read for the second time by title only on August 20, 2018 and passed by the Board of Aldermen of the City of Harrisonville, Missouri, this 20th day of August 2018.

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Brian Hasek, Mayor and Ex-Officio

Chairman of the Board of Aldermen

ATTEST:

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Randall K Jones, City Clerk

APPROVED by the Mayor this 20th day of August 2018

NOTICE OF PUBLIC HEARING

A public hearing will be held at 7:00 p.m., August 20, 2018 at Harrisonville City Hall, 300 E. Pearl Street, Harrisonville, Missouri, at which time citizens may be heard on the property tax rates proposed to be set by the City of Harrisonville, a political subdivision.

Assessed Valuation (By Categories)	**Tax Year 2017**	**Tax Year 2018**	Change
Real Estate	$106,573,191	$109,758,062	$3,184,871
Personal Property	$23,764,255	$25,463,272	$1,699,017
Total Assessed Value	**$130,337,446**	**$135,221,334**	**$4,883,888**

Assessed Value of New Construction & Improvements related to Real Estate	$1,711,275	$2,998,067
Change in Real Estate Values Due to Reassessment	$8,054,073	$186,804
Change in Personal Property Value	($43,613)	$1,699,017

The following Tax Rates are Proposed:

Fund	**2017 Tax Rate Per $100**	**Proposed 2018 Tax Rate Per $100**	**Proposed Tax Revenues**
General	$0.5430	$0.5430	$708,747
Park	$0.1228	$0.1228	$160,284
Total	$0.6658	$0.6658	$869,030

	General Fund	**Park Fund**	**Total**
Increase (Decrease) in tax revenue as a result of new construction and improvements, if proposed tax rate is adopted:	$ 16,280	$ 3,682	$ 19,961
Increase (Decrease) in tax revenue as a result of real estate reassessment if proposed tax rate is adopted:	$ 1,014	$ 229	$ 1,244
Increase (Decrease) in tax revenue as a result of changes in Personal Property Values if proposed tax rate is adopted:	$9,226	$2,086	$11,312
Grand Total	**$ 26,520**	**$ 5,997**	**$ 32,517**

BOARD OF ALDERMEN
CITY OF HARRISONVILLE
Randall K Jones, City Clerk

Attachment: 180820 -- Tax Levy Public Notice 2018 (2018 Tax Levy)

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Marcella McCoy, Director**

DATE: **August 2, 2018**

SUBJECT: **Banking Services Recommendation**

Type of Item: *Contract*

Council Bill No. 52

Resolution No.

A RESOLUTION OF THE BOARD OF ALDERMEN AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH COMMERCE BANK FOR CITY OF HARRISONVILLE DEPOSITORY SERVICES FOR A PERIOD OF THREE YEARS BEGINNING OCTOBER 1, 2018

WHEREAS, the City of Harrisonville is required to have a designated depository bank; and

WHEREAS, a notice was posted and request for proposals were opened and accepted on July 26, 2018 for such services; and

WHEREAS, two proposals were received from banks with branches located in the City of Harrisonville; and

WHEREAS, staff has reviewed the proposals, received positive references and has made a recommendation; and

WHEREAS, the Finance/Personnel Committee has reviewed the recommendation and have forwarded that recommendation to the Board of Aldermen; and

WHEREAS, the Board of Aldermen has reviewed the information provided and concluded that Commerce Bank provides the best, responsive, responsible proposal and it is in the best interests of the city;

NOW THEREFORE BE IT RESOLVED BY THE HARRISONVILLE BOARD OF ALDERMEN THAT

Section 1: The City Administrator is hereby authorized and directed to enter into an agreement with Commerce Bank for City of Harrisonville depository services beginning October 1, 2018.

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

PASSED AND RESOLVED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Harrisonville, Missouri this 20th day of August, 2018.

Brian Hasek, Mayor & Ex Officio

Chairman of the Board of Aldermen

ATTEST:

Randall K. Jones, City Clerk

WITNESS my hand and seal this 20th day of August, 2018

To: Mayor, Board of Aldermen and City Administrator
From: Marcella McCoy, Finance Director
Date: August 20, 2018
Subject: Banking Service Contract.

INTRODUCTION

The purpose of this memo is to outline the process used to recommend banking services including the timeline for the request for proposals. It outlines the initial review completed by staff for the Finance Committee discussion and recap the Committee discussion. it also outlines further discussion with both banks upon communication to the Board from Community Bank before the Finance Committee meeting. It highlights the concerns encountered with Community Bank services most recently before and after the software conversion. Additionally, information is included about the fees and/or costs associated with the proposed bank services. Finally, recommendation from staff and the Finance Committee to award Commerce Bank the banking service contract.

DISCUSSION

The State Audit Report states, “Soliciting proposals for professional services is a good business practice, helps provide a range of possible choices, and allows the city to make better-informed decisions to ensure necessary services are obtained from the best qualified provider taking expertise, experience, and cost into consideration. Written contracts are necessary to ensure all parties are aware of their duties and responsibilities and to prevent misunderstandings. Sections 8.285 to 8.291, RSMo, provide requirements for the selection of engineering services and Section 432.070, RSMo, requires contracts for political subdivisions to be in writing.”

The process of soliciting proposals for banking services complies with the above stated requirement. The City last went out for banking proposals in 2011. Community Bank was the recipient of that contract for a period of three years and have renewed the banking service contract each year. Procedures outlined in RSMO 95-355 define when Board of Alderman in fourth class cities are to select a depositary for a term defined in ordinance. Current City practice is to complete Request for Proposals for banking service every five years.

Request for Proposals for bank services for Federal or State of Missouri chartered, have at least a main office in the State of Missouri, and a branch in or near the city for day-to-day transaction services were published on May 25, 2018.

- Letters were sent to each local branch bank location referencing the request for proposals be submitted.
- Sealed proposals were due at city hall by 2pm on June 26, 2018.
- Two proposals were received from the City’s current bank, Community Bank of Raymore, and Commerce Bank.

A Request for Proposal provides the service provider an outline of services desired by the city but also affords them an opportunity to outline all services they have to offer. A proposal leaves open the opportunity for the Bank to share all available services they may provide to assist the City’s customers and staff with transacting business in the most efficient manner possible.

Staff who reviewed the proposals were Debbie Phelps, Accounting Specialist, Happy Welch, City Administrator, and myself. Debbie is a key resource in this process because she works with the bank daily completing the daily reconciliation, processing bond payments, investing cash, as well as numerous other functions involving bank transactions. Debbie used the SWOT (Strength, Weakness, Opportunity and Threat) approach to develop a list of advantages and disadvantages of each bank based on daily tasks and a review of the Request for Proposals. They are attached for reference and updated upon further communication with each bank.

Upon publishing the packet for the Finance Committee meeting, Community Bank provided a memo to the entire Board of Alderman and staff challenging or contradicting points outlined in the advantages and disadvantages document. This communication was helpful in clarifying prior information provided. I spoke to Mr. Jack Hopkins on the phone prior to the Finance Committee meeting to discuss his memo. We discussed the lack of communication regarding the Community Bank software upgrade to the City and clarified many of the challenges we have encountered since the upgrade. Community Bank staff has been responsive to our needs and they are confident many of these issues can be resolved over time. There has been no estimated date given to the City as to when the software issues will be resolved.

Another factor learned in communication with Community Bank was the opportunity to create wire transfers through an online application. Prior to this communication with Jack, Debbie and I were unaware of the availability of this product through Community Bank. The major advantage of an online process is the requirement of dual control. Dual control is the process of one authorized person inputting a wire request through an online banking application and separate authorized person approving the request. By utilizing the dual control online process to initiate ACH or wire transfers provides a required layer of security currently lacking with Community Bank. Comment has been outlined in the State Audit to adopt the dual control security service. Both banks offering this service equates the evaluation of this service. Technology security is more and more of a concern and challenge in today's world. Such a challenge was recently experienced here in our community by a local organization.

Current wire transfer process with Community Bank involves creating a PDF document print generated from an Excel Spreadsheet listing the amount and bank account to whom the wire is to be sent. The PDF document is then sent via email to staff members at Community Bank. Community Bank staff then contacts the person via phone call who sent the email wire request to confirm the request, banking information and amount of the wire. Currently Debbie Phelps is the main contact for this process. Upon confirmation by bank staff the wire is then forwarded on to the wire transfer department to complete the transfer.

Dual control is currently a secure online service offered by Commerce Bank. In prior positions Debbie Phelps has personally worked with the Commerce application. Commerce Bank online environment is an OTP (one time password) device free application. Commerce Connections application requires the use of PIN (personal identification number) whenever a wire is initiated and/or approved. The advantage of a PIN versus an OTP is business can be conducted if a device is lost or damaged.

A wire or ACH transfer in Commerce Connections is created by one user in the online application and sent for approval to a different user. The approver will receive an automated phone call from Commerce and then be asked to enter their PIN. The automated call also verifies the amount of the wire transmitted. Online security functions automatically verify the banking data is valid prior to transmission. If the destination banking information is incorrect, the wire will be cancelled, and notification sent to the submitter of the cancellation. An additional advantage of the Commerce application allows users to set up templates for frequently used transfers which are created and saved at the user's convenience. These templates eliminate any accidental changes to important banking information that may occur in spreadsheets.

Return of any funds (NSF) is automatically listed in live time in the Commerce online application. This allows the user to research returns and immediately notify departments. The City does not have to worry about missing emails since the NSF data is available to all current users.

Commerce Bank also offers a vast IT support team that offers extended hours available past normal banking hours when needed. Furthermore, the following statements expand on the technology issues encountered during the City's tenure with Community Bank. Many of these issues were encountered recently.

ACH issues

Two recent incidents were encountered where human error revealed issues in the checks and balances currently in place for processing ACH files. Both issues exposed the programming weaknesses regarding the ACH upload interface. In the first instance an ACH was sent to Community bank with incorrect year data. When the Community banking program received the file the program neither checked the year date nor detected the date error. This check and balance process is commonplace with file uploads and is an expected and vital functionality of the bank. Details in the programming to complete a check and balance prevents exposing the City to liability and ultimately customer frustration. Errors happen when either the wrong file is uploaded, or a wrong date is entered. Both issues should have been caught at the file upload program by either checking the file date or the file amount. This simple verification process would have saved the city countless staff hours rectifying payroll issues and dealing with angry customers whose accounts we debited in error.

Positive pay issue

The City was not aware of any issues with current positive pay process until it inexplicably stopped working. Positive pay is an accounting process utilized as an attempt to stop fraud. A file containing the dates, check numbers, amounts, and payees is sent over to verify each check as it is cleared through the bank statement. When the bank was contacted concerning the issue the City was told we are their only customer using the positive pay function. Being the only Community Bank customer using positive pay demonstrates Community Bank did not make the City's needs a priority when the bank began its software transition. City staff was told that we would have to change our file format sent to the bank, rather than them attempting to fit the file alter or reformat to work with their new system. As the customer who is obviously important enough to fight for now, I would expect to have received a higher level of service through this transition.

Transaction data

As a result of the recent Community Bank software conversion the City no longer receives all necessary transaction data for both payments and deposits supplied prior to the conversion needed to allocate monies to appropriate City funds in a timely manner. Specifically, the Emergency Services ACH payments do not contain enough data which was previously supplied that is vital to accurately applying the paid amounts to the correct patient/call number. Additionally, the conversion has complicated the Notice of Insufficient Funds (NSF) check returns notification process. Prior to the conversion NSF checks were emailed to the City with an actual paper copy of the check arriving via postal mail days later. The transactions on the daily bank inquiry indicate a NSF payment is present. Staff is then required to research at length the amount in order to locate the appropriate customer to notify. Again, Bank staff has stated they are working on correcting this issue, however, no timeline as to when we can expect this correction has been received.

Early in July, we had a citizen request to verify a prior payment on their utility account. When attempting to retrieve the information from the Community online application it was discovered no account history prior to July 2, 2018 existed. As of August 14th, it has been discovered that transaction history has been further restricted to July 16, 2018. The City currently does not have online access to the first half of July (1-15) not only for transaction data, but also for statement detail. There is still no prior history available to view on line as has been in the past. City staff must call the bank for bank staff to pull history.

Community Bank states that funds are insured and that security is not a valid point of measure confirms our point that from a technology standpoint there is a clear lack of understanding on the part of Community to provide necessary technology pieces available through Commerce.

Community Bank states there is no need for account analysis because there are no fees is short sighted and is purely being used to highlight their proposal rather than the accounting and reconciliation needs of the City's various lines of business.

Community Bank states that a disaster recovery plan was not asked for or outlined in the RFP does not indicate the presence of one.

Community Bank allows us to use another merchant service vendor since they don't offer their own and partner with a third party. This type of diversity causes headaches and confusion when support is needed by staff to rectify a situation.

I have attempted to outline the concerns staff has conveyed through the RFP and review process with Community Bank as the City's depository. One of the most difficult parts of the evaluation process is rating the services provided by both banks. Simply examining fees charged for transactions and account analysis is narrow-sighted. A broader view of customer service, available banking services, advanced security, and bank size clearly defines the added value of Commerce Bank. Community Bank currently does not charge a monthly fee for any service provided and their proposal is to continue that practice. Community Bank also provides interest earnings at the current Federal Reserve rate less .25% of the account balances. Commerce does charge fees associated for services but is offering an interest offset that will most likely more than cover the cost of those fees. Any additional interest earned will be credited on the balances through Commerce as well. Therefore, the transaction cost of services becomes equal between the two bank proposals as far as payments made to the bank.

When comparing costs of service, a bank can charge fees for services the City literally pays directly to the bank. However, there are also indirect costs the City incurs when staff is required to complete a task such as a phone call to the bank for history that a citizen has requested. These types of costs incurred by the City is not figured into free. Community Bank is not proposing to charge any fees paid to them. However, recently, there has been a cost of City staff time and efficiency in trying to complete simple bank related transactions. The Positive Pay, ACH files executed, applying payments to patient accounts, NSF check notification processes, just to name a few. All these things have created an indirect cost to the City due to staff time and the cost of customer assurance. I want the citizens of Harrisonville to know that staff is handling personal information and money the most efficient manner. I want them to know, that we as staff understand payments should be applied timely and correctly as our citizens should expect as part of their city service. When information is inadequate it is challenging, processes are delayed without explanation it hinders staff to work effectively. Community Bank has said they can correct all these things. However, I do not think they should have to be corrected. These issues could have been easily avoided and should not have occurred. It is a customer's reasonable expectation for a bank's system to produce all the same information the customer has seen before as they make upgrades. Admittingly there are usually always growing pains and mistakes will and do happen. However, if resources are readily available for comparison, then mistakes should be expected to be minimal. Information and service should be expected to improve with upgrades, not diminish.

Community Bank has provided additional analysis of cost of services and interest earnings as a benefit in the attached document. Commerce Bank has also provided additional analysis of the cost of services and interest earnings for the two options Commerce proposed in the attached document.

Community Bank calculates an annual interest earning of over $40,000 per year.

Commerce Bank calculates an annual interest earnings of $85,650 using the Capital Markets Group option.

The City has many lines of business which involve many daily transactions. It is the City's ultimate responsibility to choose a vendor who can support current and future needs because they have done it before and success is repeatable.

Finally, I believe each bank can provide basic service. However, I think it best to look beyond basic. Commerce is a large regional bank that provides layers of security and more geographic diversification. Commerce also has a larger asset base that will be beneficial should some unforeseen tragedy occur. At the end of the day, the core question of banking services is whether the software solution being provided is robust, integrated, and well supported.

ACTION REQUIRED/RECOMMENDATION

The Finance and Personnel Committee voted to recommend Commerce Bank for the City depository. Staff is also recommending Commerce Bank and respectfully asks the Board of Alderman to authorize the banking service contract to Commerce Bank.

Community Bank of Raymore

- No cost
- Current bank – no conversion
- Interest earnings calculated at an estimated fed rate of 1.25% less .25 equals 1% on $3.5 million amounts to $35,000 annually.

- No disaster recovery plan outlined in RFP – Disaster Recovery Plan provided after communication was sent to the entire Board stating they had a disaster recovery plan as required of all banks.
- Chartered bank – State Chartered Bank as required
- Equity of $19.1 million
- $238.6 million in assets
- Three offices with 44 total employees
- Offices are geographically close making the susceptible to disaster risk – Still a concern
- No ACH credit option available for accounts payable vendors – CBR states in the RFP "We allow debit origination for accounts payable items." The letter addressing these items state that a file like the payroll file can be uploaded. It appears contradicting. Which way does it work?
- Does not offer bank owned merchant services
- Wire transfers currently made via emailing PDF file containing banking information and transfer amount to bank employees – Again information was provided after the RFP was reviewed and recommendation made to the Finance Committee. Such information is most helpful to have upon staff transition and ongoing communication with the City about services that may provide a deeper layer of security.
- City of Harrisonville is only customer with CBR that uses the Positive Pay Function. Recently during a software conversion at CBR this option was inadvertently eliminated, and the City was not notified but instead discovered when attempting to use the Positive Pay Option – Like other points, this was brought to CBR's attention after the City received an error that the file did not work. CBR and the City's software company are still working through this issue that began with the Bank software conversion and no notification to the correct City staff members.
- Not a member of the Federal Reserve – this is a required institution qualification in the RFP document. CBR proposal states "We have access to all services provide by the Federal Reserve Bank." The access to services is not the same as a member. A concern for security remains.
- Most recent concerns with the software update:
  - Recent addition to City staff and issuance of security fob took several days that may be typical. The fob did not work until Wednesday, August 1st when bank staff brought out a new fob.

Commerce Bank

Advantages:

- Detailed disaster recovery plan
- Multi state presence minimizes disaster risk
- Online wire and ACH debit and credit capabilities available through multiple layers of security
- Currently services Harrisonville School District
- Dual approval controls for cash transactions done online through Commerce Connections
- $6.4 billion in Market Cap
- $24.8 billion in assets
- Instant online reports
- Online return notification
- Commerce Markets is current broker for the City's investments
- Overnight interest sweep
- Commerce Bank owned merchant services available
- Multitude of optional services available
- Higher security than what is now being used by the City
- Detailed account analysis online
- DirectCheck Card available to those who do not receive paychecks via ACH
- Access to Benefits Banking service to employees

Disadvantages:

- Cost for service – annual fees estimated at $17,637 OFFSET by Earning Credit Allowance of $17,637 based on Earnings Credit Option provided.

Community Bank

RAYMORE • PECULIAR • HARRISONVILLE

August 13, 2018

Marcella McCoy
Director of Finance
City of Harrisonville
300 E. Pearl St.
P.O. Box 367
Harrisonville, MO

RE: Banking Services Contract

Dear Ms. McCoy:

This letter is intended to provide you with a comparison of the net benefit to the City of Harrisonville under two proposals it has received for its banking services contract. It also contains information to again correct incorrect information presented to the Board of Aldermen last week in the "Comparative Analysis Request for Proposal Depository Services 2018" that was handed out at the end of the discussion on the topic. Finally, I am asking you to prepare a new comparison for the Board of Aldermen that contains correct information.

I hope the information included in this correspondence will help you prepare a fair and comprehensive comparison of the two proposals. I am fine if you share this letter and the supporting documents with Commerce Bank. If we need to correct an error, I would be happy to do so. All of us should be able to agree to what the proposals include and how the costs compare before we go before the Board of Aldermen again.

Depository Contract Proposal Cost Comparison

The proposal from Community Bank of Raymore will provide the City of Harrisonville with a net benefit over the term of the contract of $120,173.85 compared to the proposal provided by Commerce Bank assuming interest rates and account activity levels remain flat.

The Community Bank of Raymore proposal net benefit of **$120,173.85** includes saving the City **$51,995.13** in fees and will pay the City **$68,178.72** more in interest income during the term of the contract compared the other proposal under the current interest rate.

Should interest rates go up by an average of 1% over the three - year term of the contract, the Community Bank of Raymore proposal will provide the City of Harrisonville a net benefit of **$167,637.36** compared with the alternative proposal. In the rising rate environment, we are in, this scenario seems possible. If account activity levels rise, there would also be a corresponding increase in the net benefit offered by the Community Bank of Raymore proposal since the costs under the Commerce proposal will go up.

There are four attachments to support the net benefit calculation. The first is a listing of the 8 accounts the City currently maintains at the 3 banks and the average balances in each account. The second attachment is more detail on the computation of the interest the City would earn under both proposals under consideration. The third attachment is a sample analysis of the service charges under the Commerce proposal as we understood them. The fourth attachment explains where the volumes came from that were used in the Commerce Bank Cost Analysis. Again, I would encourage you to share this information with the Commerce representatives to make sure the analysis is fair. We would be happy to correct anything where needed.

Corrections Requested to the "Comparative Analysis Request for Proposal Depository Services 2018" Report Passed Out at the Last Board of Aldermen Meeting

This is a request to correct several mistakes in this report.

First, please correctly show that Community Bank of Raymore is an online cash and securities member of the Federal Reserve and has Automatic Clearinghouse (ACH) credit capability to City customers and accounts payable vendors under the "Required Institution Qualifications" section of the report. Our proposal clearly states these things on pages 1 and 2 of our proposal.

Community Bank of Raymore's proposal clearly stated it meets all the required institution requirements.

Please correctly show under the "Required Banking Services" that we can offer account analysis and provided a better alternative to an automatic sweep as allowed in the City RFP. Please refer to your RFP on page 5 where it clearly allows alternative solutions and states; "Except for non-essential deviations or acceptable alternatives, …". The City is benefiting by Community Bank of Raymore paying ¼% below the Fed Funds rate on 100% of the ledger balance of the City deposits in each account without charging for an automated sweep. This would seem to precisely follow the intended purpose of the provision in the RFP. On page 4 of our proposal, we do offer to provide the City with a monthly account analysis while mentioning this would not seem to be needed since we will not be charging the City for any services and paying interest on 100% of the ledger balances. Please correct both of those oversights.

Community Bank of Raymore's proposal clearly shows it can provide all the required banking services.

Please correct under "Optional Banking Services" that Community Bank of Raymore offers electronic vendor payments as mentioned above. The analysis provided to the Board of

Aldermen contradicts our proposal as stated on page 2. I also documented that in my letter to you dated July 30, 2018. Please correct that oversight.

This same topic is misstated under "Estimated Costs of Required Services" of the hand out.

On a minor note, I believe the check printing for the general account for Commerce Bank is misrepresented. You might at least want to clarify that. Their proposal states there will be a full charge for the checks.

We offer to reclear returned checks at not cost.

You might also please note that you have positive pay working as of last week.

Merchant Services Section of Comparative Analysis Request for Proposal Depository Services 2018 Passed Out at the Last Board of Aldermen Meeting

It appears odd that the analysis would not include staying with your current vendor who we introduced to the City staff several years ago. **A simple cost comparison that is included in the comparative analysis attachment would seem to show the current provider is saving the City money compared to the Commerce proposal.**

While we have a lot of faith in Rod Foster and BancCard, our recommendation would be to put out an RFP for these optional services and get several proposals for comparison. At first blush the Commerce proposal will not be the low-cost option.

Community Bank of Raymore will work with any vendor the City selects without any added cost.

Request to Provide the Board of Aldermen with an Accurate and Complete Comparison

While I am sending this correspondence to the Aldermen who have an email shown on the City website, I am asking you to present a complete, fair and accurate analysis of the two proposals the City has under consideration for banking services. The analysis that has been presented to the Finance Committee and the Board of Aldermen up to this point has been misleading, inaccurate and incomplete. It seems only fair that you provide a new comparison that we can all agree is accurate.

Conclusion

Community Bank of Raymore has provided the proposal that clearly best meets the evaluation criteria included in the City of Harrisonville Request for Proposal for Banking Services. It meets all the requirements and can provide all the required services at a substantial financial benefit to the City. We are asking that the City award its banking services contract to Community Bank of Raymore for another three years.

Sincerely,

Jack D. Hopkins

Jack D. Hopkins
President

Attachments

City of Harrisonville Banking Accounts Listing
Interest Earnings Under the Two Proposals
Commerce Bank Cost Analysis
Basis for Volumes in Commerce Bank Cost Analysis
Comparative Analysis Request for Proposal Depository Services 2018 Prepared by City Staff and handed out at the last Board of Aldermen Meeting

City of Harrisonville
Banking Accounts
As of
August 14, 2018

Last 3 Digits of Account No.	Ave. Balance	Time Reviewed
Community Bank of Raymore		
878	$ 10	June 2018
752	$ 1,033	June 2018
663	$ 13,448	2017
671 *	$ 2,678,377	2017
Commerce Bank		
115 *	$ 699,962	June 2018
224	$ 0	June 2018
914	$ 2	June 2018
Country Club Bank		
003 *	$ 177,666	June 2018
Total Investible	**$3,570,498**	

*Assumed to be the three accounts on which Commerce proposes to pay interest on at 60% of the Fed Funds Target rate. The average balance in those three accounts would be $3,556,005. Only account 671 appears to have funds that Commerce will consider uncollected and not available to be invested. The deposits in that account during 2017 were divided by 240 to calculate that amount. It comes to $243,164. That leaves $3,312,841 to invest. The remaining $14,493 in the other four accounts would earn .07%.

Community Bank of Raymore will pay interest on the entire $3,570,498 at .25% less than the Fed Funds Rate.

Comparative Analysis Request for Proposal Depository Services 2018
Determination of Volumes

Quantity taken from the City of Harrisonville, Request for Proposal Exhibit A

Transfers to/from Other Accounts
Returned Items
ACH Debits
ACH Credits
Stop Payments
Wire Transfers In (stated below again)
Wire Transfers Out (stated below again)
Credit Card Deposits
Printed Deposit Slips
Locked Money Bags
Check Printing General Account
Incoming Wire Transfer
Outgoing Wire Transfer

Historical Data in the two City accounts held at Community Bank of Raymore

Check/Debits
Deposit/Credits
ACH Items Originated
ACH Return Items
ACH Transmissions
Premium Positive Pay per Item
Positive Pay Exception Item
Imaging Per Item
Cash Deposit per Deposit*
Cash Deposits per $100*

***** One week of each month in 2018 was retracted from the system and a weekly average was calculated to determine an estimated annual average of cash deposits conducted and total cash deposited.

Estimated volumes from Commerce Bank Proposal, Exhibit A

Account Maintenance
Sweep Account Maintenance
ACH Monthly Maintenance
Premium Positive Pay Maintenance per Account
Image CD Monthly
Connections Base
Connections Current Day per Account
Wire Module Per Account
Supervision and Assessment (Average Ledger Balance)

City of Harrisonville
Depository Contract Proposal Comparison
Interest Earnings Over the Three - Year Contract Period

Basis for Calculations

1. Community Bank of Raymore would pay interest on an average balance of $3,570,498. This represents 100% of the ledger balance in each account.
2. Commerce Bank will only pay market interest on 3 of 7 accounts. The total balances in those accounts available to invest would be an average of $3,312,841. Another $14,493 would earn .07%. Commerce Bank will only pay interest on "available funds". This means a deposit will not be available for investment until one day after it is made. This was accounted for by dividing the average deposits made each month in 2017 into the two accounts at Community Bank of Raymore per month by 20 to represent the average number of working days. This resulted in a reduction of $243,164 in investable funds.
3. Community Bank of Raymore will pay the .25% less than the Fed Funds Rate. Commerce Bank is offering to pay 60% of the Fed Funds Rate.
4. It assumes Commerce sweeps 100% of the available funds daily. This only makes sense since the earnings credit rate is only .55% and a 10% reserve requirement would inflate the funds required to sit idle to offset charges.
5. Calculations were made assuming a 2.0% Fed Funds rate, which is the rate as of 8/8/18 and a 3.0% and 4.0% Fed Funds rate. This was done to reflect our current rising rate environment.
6. The rates being paid by Community Bank of Raymore under the three scenarios would be 1.75%, 2.75% and 3.75%.
7. The rates being paid by Commerce Bank under the three scenarios would be 1.2%, 1.8% and 2.4%.

Interest Income Comparisons

2% Fed Funds Rate

Community Bank of Raymore will pay the City of Harrisonville $62,483.72 per year or $187,451.15 over the life of the contract.

Commerce Bank would pay the City of Harrisonville $39,754.09 per year or $119,262.28 over the life of the contract.

Difference in favor of Community Bank of Raymore of **$22,729.63 per year or $68,178.72 over the life of the contract.**

3% Fed Funds Rate

Community Bank of Raymore will pay the City of Harrisonville $98,188.70 per year or $294,566.09 over the life of the contract.

Commerce Bank would pay the City of Harrisonville $59,641.29 per year or $178,923.86 over the life of the contract.

Difference in favor of Community Bank of Raymore of **$38,547.41 per year or $115,642.23 over the life of the contract.**

4% Fed Funds Rate

Community Bank of Raymore will pay the City of Harrisonville $133,893.68 per year or $401,681.03 over the life of the contract.

Commerce Bank would pay the City of Harrisonville $79,518.33 per year or $238,555.00 over the life of the contract.

Difference in favor of Community Bank of Raymore of **$54,375.35 per year or $163,126.05 over the term of the contract.**

Comparative Analysis Request for Proposal Depository Services 2018

Estimated Cost of Required Services	Commerce Bank Cost Per Unit	Commerce Bank Quantity	Commerce Bank Total Cost Annually	Community Bank of Raymore Cost Per Unit	Community Bank of Raymore Quantity	Community Bank of Raymore Total Cost Annually
Transfers to/from Other Accounts	$1.00	125	$125.00	$0.00	125	$0.00
Returned Items	$5.00	140	$700.00	$0.00	140	$0.00
ACH Debits	$0.08	275	$22.00	$0.00	275	$0.00
ACH Credits	$0.10	800	$80.00	$0.00	800	$0.00
Stop Payments	$5.00	20	$100.00	$0.00	20	$0.00
Wire Transfers In (stated below again)	$7.00		$0.00	$0.00	0	$0.00
Wire Transfers Out (stated below again)	$11.00		$0.00	$0.00	0	$0.00
Credit Card Deposits	$0.10	950	$95.00	$0.00	950	$0.00
Printed Deposit Slips	$0.00	750	$0.00	$0.00	750	$0.00
Locked Money Bags	$0.00	10	$0.00	$0.00	10	$0.00
Safe Deposit Box	$0.00	0	$0.00	$0.00	0	$0.00
Internet Banking Services	See Attached			$0.00	0	$0.00
Check Printing General Account	Full Charge	4000	$2,000.00	$0.00	4000	$0.00
Account Maintenance	$5.00	84	$420.00	$0.00	84	$0.00
Sweep Account Maintenance	$100.00	12	$420.00	$0.00	12	$0.00
Check/Debits	$0.10	4438	$443.80	$0.00	4438	$0.00
Deposit/Credits	$0.15	2940	$441.00	$0.00	2940	$0.00
ACH Monthly Maintenance	$15.00	24	$360.00	$0.00	24	$0.00
ACH Items Originated	$0.10	19896	$1,989.60	$0.00	19896	$0.00
ACH Return Items	$6.50	60	$390.00	$0.00	60	$0.00
ACH Transmissions	$10.00	48	$480.00	$0.00	48	$0.00
Incoming Wire Transfer	$7.00	20	$140.00	$0.00	20	$0.00
Outgoing Wire Transfer	$11.00	60	$660.00	$0.00	60	$0.00
Premium Positive Pay Maintenance per Account	$30.00	12	$360.00	$0.00	12	$0.00
Premium Positive Pay per Item	$0.10	4438	$443.80	$0.00	4438	$0.00
Positive Pay Exception Item	$3.00	0	$0.00	$0.00	0	$0.00
Imaging Per Item	$0.04	4438	$177.52	$0.00	4438	$0.00
Image CD Monthly	$25.00	12	$300.00	$0.00	12	$0.00
Connections Base	$45.00	12	$540.00	$0.00	12	$0.00

Connections Current Day per Account	$10.00	72	$720.00	$0.00	72	$0.00
Wire Module Per Account	$12.00	24	$288.00	$0.00	24	$0.00
Cash Deposit per Deposit	$1.25	943	$1,178.75	$0.00	943	$0.00
Cash Deposits per $100	$0.0015	$1,353,961	$2,030.94	$0.00	1353961	$0.00
Supervision and Assessment (Average Ledger Balance)	0.082%	Avg Ledger	$2,426.30	$0.00	Avg Ledger	$0.00
Subtotal of Estimated Costs of Required Services Calculated on an Annual Basis			**$17,331.71**			**$0.00**

Estimated Cost of Optional Services	***Commerce Bank***	***Community Bank of Raymore***
	Cost	**Cost**
ACH Risk Manager per Account	$30.00	$0.00
Recleared Checks per Check	$8.00	$0.00
DirectCheck Annual Fee per Year	$25.00	N/A
DirectCheck Load per Item	$0.25	N/A
Electronic Bill Collection per Month	$75.00	N/A
Electronic Bill Collection per Item	$0.17	N/A
Remote Deposit Maintenance per Month	$50.00	$0.00
Remote Deposit per Item	$0.09	$0.00
Remote Deposit per ACH	$0.09	$0.00
Remote Deposit Setup (1 Time Fee)	$150.00	$0.00
Remote Deposit Site License	$27.00	$0.00
Collect Pay Online Monthly	$400.00	N/A
Collect Pay Online Web Pays per Payment	$0.18	N/A
Collect Pay Online IVR Payments per Payment	$0.31	N/A
Collect Pay Online IVR per Minute	$0.07	N/A
Positive Pay Alerts per Email Address Monthly	$2.00	$0.00
Positive Pay Alerts Email per Account Monthly	$3.00	$0.00

Merchant Services	Commerce Bank	Community Bank of Raymore *For comparison purposes, this assumes the City maintains their relationship with BancCard*
Discount Rate on Mastercard/Visa/Discover	0.25%	0.19%
MasterCard/Visa/Discover Transaction Fee per Item	$0.00	$0.00
MasterCard/Visa/Discover Authorization Fee per Item	$0.10	$0.05
Amex Discount	0.35%	0.50%
Amex Authorization per Item	$0.10	$0.10
Chargeback Fee if Applicable	$18.00	$20.00
Positive Pay and Automatic Reconciliation	$7.00	$0.00
Monthly Federal Regulatory Compliance Fee	$2.50	$0.00
Fixed Acquirer Network Participation Fees	PASS THROUGH	PASS THROUGH
Account Setup	$0.00	$0.00
Additional Accounts	$0.00	$0.00
Annual PCI Compliance Fee	$89.00	$90.00
Non-Compliance Fee-if steps are not followed	$19.95	$0.00
Equipment per Month per Store	$15.00	$0.00
FD130	$299.00	$0.00
Monthly Statement	$0.00	$0.00
Business Track Web Reporting	$0.00	$0.00
Local Support	$0.00	$0.00

*Estimated costs are based on anticipated volume and services requested

To: City of Harrisonville Board of Aldermen
From: Commerce Bank
Regarding: Information Request for Banking Services

Regarding the request for additional information for the proposed deposit contract, attached and within this document is our response to the continued biased information that is being provided about our bid. You will see a greater level of sophisticated commercial banking services will be provided by Commerce Bank to offer the City of Harrisonville far more benefit and value.

Please review the estimates on the following pages that are based on volumes presented by the city of Harrisonville. Our bid offered 2 options of how the City can use balances to offset fee's, an earnings credit rate of 55 basis points (55bps) and utilizing an automated repo sweep set at 60% of Fed Funds Target Rate where interest earned is used to pay for services*. You will see 2 proforma's where the second options shows investing excess funds via our Capital Markets Group to maximize interest earnings.

One of the primary benefits of Commerce Bank is the ability to invest in marketable securities through the Capital Markets Group (CMG). The City currently maintains a portfolio in excess of $12,000,000 with CMG to enhance yield and fund future cashflow needs. As the primary bank for the City, Commerce Bank will be able to work actively with the City to help analyze their cash needs and invest more of the funds that are currently left in the checking account. Over the past three years the City has obtained yields of 0.855%** over the Fed Funds Target Rate by investing through CMG. If $3,000,000 of the $4,000,000 currently left in checking was invested and the City obtained the same spread it has over the past three years, the City would earn an additional $76,950 over the Fed Funds Target Rate.

Commercial customers with Analyzed accounts at Commerce Bank will receive a monthly analysis statement reflects actual volumes and costs associated with each service. This statement will also inform staff of the minimum amount of funds they need to keep in the account to OFFSET COST of services as well as the excess funds that can be invested to obtain greater returns.

Our Bid addressed EVERY item of the Request For Proposal and did not require staff to have to seek additional details as to the quality of our bank and its services. The banking services that have been provided to the city in the current contract were free because they are very common, offer minimal levels of security, minimal dual controls, no automation, and as I understand are very unreliable. In the Comparative Analysis document that was provided by community bank, 29 of the items are marked either N/A - because they do not have the product or "Not Working Because of Software Conversion". It is unacceptable for an organization with the balances and volumes of the City of Harrisonville to have essential banking systems unavailable for extended periods.

In addition to the requested basic services, the city staff has indicated interest in the following services that will further deliver time saving automation and accelerate delivery of funds.
Electronic Bill Collection – this electronic process will link bill payment providers and financial institutions to make the exchange of funds an electronic process and eliminate those paper check mailing delays, often reducing payment receipt times to 1-2 days.
Collect Pay Online – Allow customers to pay by card over the phone, in person or online. Although the city is currently using a provider we would look consolidating this service and further centralizing this service within your Commerce Bank relationship.

Remote Deposit – Remote deposit eliminates the time wasted making trips to the bank and allows deposits to be made right from the office.
Fraud Prevention – with Positive Pay and ACH Risk Manager your risk of fraudulent transactions is reduced significantly. Information provided to us by you will allow alerts to be sent anytime an unauthorized item tries to post to your account.

Commercial Customer Support for all essential services is available through your local commercial relationship team but also through our Commercial Customer Support from 7am – 7pm Monday thru Friday and is located in Kansas City.

In regards to the bid for Merchant Services, in general we have reviewed the volumes of types of current merchant activities and again are confident with our own processing and staff in Kansas City we can bring better service and lower overall cost to the City of Harrisonville versus the 3rd party vendor, Elavon out of Knoxville TN, that is currently being utilized.

Thank you for allowing us to bid your relationship, I am confident the City of Harrisonville will receive a greater level of service and a higher quality of banking services when you consolidate your banking relationship to Commerce Bank.

Sincerely,

Aaron D. Rains

Aaron D. Rains,
Commerce Bank
Community President
Harrisonville, MO

*This is an estimated proforma based on information provided by the City of Harrisonville and may not be reflective of actual volumes and services used. Actual services used and actual volumes will be used in calculating the actual charges to the City's analysis.

**Past performance is not indicative of future results.

Commerce Bank
Member FDIC

City of Harrisonville, MO

	Commerce Bank	CMG Investment
Average Collected Balance	$3,825,000.00	$825,000.00
Less Reserve Requirement - 10%	$382,500.00	$82,500.00
Net Collected Balance	$3,442,500.00	$742,500.00
Total Monthly Treasury Services Charges	$1,469.72	$1,279.07
Earnings Credit Allowance	$1,472.63	$317.63
Net Monthly Service Fee Due	($2.91)	**$961.44**
Invest In Marketable Securities		$3,000,000.00
Historical average 0.855 over Fed Funds Target*		2.855
Annual Earnings		$85,650.00
Monthly Earnings		$7,137.50
Net Monthly Earnings for the City		$6,176.06
	0.55%	0.55%

Commerce Bank

Commerce Bank Service Descriptions	Volume	Price	Monthly Charge	Monthly Charge
Account Maintenance	7	$5.00	$35.00	$35.00
Repo Maintenance	1	$100.00	$100.00	$100.00
Checks/Debits Posted	315	$0.10	$31.50	$31.50
Deposits/Credits Posted	400	$0.15	$60.00	$60.00
Checks Deposited	600	$0.05	$30.00	$30.00
Return Deposited Item	1	$5.00	$5.00	$5.00
Supervision & Assessment*	-	$0.00082	$243.08	$52.43
Cash Deposits - estimate for volume	30	$1.2500	$37.50	$37.50
ACH Monthly Maintenance	2	$15.00	$30.00	$30.00
Connections ACH Module	1	$25.00	$25.00	$25.00
ACH Debits Rec'd	23	$0.08	$1.84	$1.84
ACH Credits Rec'd	67	$0.10	$6.70	$6.70
ACH Transmission	6	$10.00	$60.00	$60.00
ACH Items Originated	1,200	$0.10	$120.00	$120.00
ACH Returns	-	$6.50	$0.00	$0.00
ACH Filter	7	$30.00	$210.00	$210.00
Account Transfer	11	$1.00	$11.00	$11.00
Incoming Wire Transfers	4	$12.00	$48.00	$48.00
Connections Wire Out	1	$7.00	$7.00	$7.00
Positive Pay Maint .	5	$30.00	$150.00	$150.00
Positive Pay Per Item	315	$0.10	$31.50	$31.50
Positive Pay Alerts Per Email Address	2	$2.000	$4.00	$4.00
Positive Pay Alerts Per Account Mnthly	7	$3.00	$21.00	$21.00
CD Rom Production	0	$25.00	$0.00	$0.00
Imaged Item	315	$0.04	$12.60	$12.60
Connections Base Charge	1	$45.00	$45.00	$45.00
Connections Balance Rpt (prev day)	6	$10.00	$60.00	$60.00
Connections Transactions Detail			$0.00	$0.00
Connections Current Day	6	$10.00	$60.00	$60.00
Connections Wire Module	2	$12.00	$24.00	$24.00
			$1,469.72	**$1,279.07**

This is an estimated Proforma based on information provided by the City and may not be reflective of actual volumes and services used. Services used and actual volumes will be used in calculating the actual charges to the City's analysis.

***Past performance is not indicative of future results.**

Comparative Analysis Request for Proposal Depository Services 2018

Required Institution Qualifications	Commerce Bank	Community Bank of Raymore
FDIC Insured?	x	x
Federal or State of Missouri chartered with main office or full-service branch in the State of Missouri?	x	x
Online cash and securities member of the Federal Reserve?	x	
Acceptable quality rating by a nationally recognized bank rating organization?	x	x
Able to provide at a minimum 105% collateralization of all deposits with collateral permitted by and comply with Missouri Revised Statute?	x	x
Provide monthly report of collateral to City within 10 days of month-end?	x	x
Sole capacity of providing all "Required Service?" (No joint ventures, consortiums, or contract services will be acceptable.)	x	x
Automatic Clearinghouse (ACH) debit capability to customer and accounts payable vendors?	x	x
Automatic Clearinghouse (ACH) credit capability to City customers and accounts payable vendors?	x	
Subtotal	9/9	7/9

Comparative Analysis Request for Proposal Depository Services 2018

Required Banking Services	Commerce Bank	Community Bank of Raymore
ACH Collection	x	x
Availability of Funds Deposited	x	x
Credit Card Payments	x	x
Automatic Sweep	x	Not Offered
Stop Payments	x	x
Daylight Overdrafts	x	x
Account Anaysis	x	
Designated Account Liaison	x	x
Record Retention	x	x
Employee Payroll	x	x
Banking Supplies	x	x
Safe Deposit Box	x	x
Market to Market Valuation	x	x
Online Access to Information	x	x
Monthly Reports	x	x
Subtotal	15/15	13/15

Comparative Analysis Request for Proposal Depository Services 2018

Optional Banking Services	Commerce Bank	Community Bank of Raymore
Courier	Not Offered	Not Offered
Electronic Vendor Payments	x	Debit origination only
Cancelled Check Safekeeping	x	x
Remote Deposit	x	X
Positive Pay and Automatic Reconciliation	x	X
Subtotal	4/5	3.5/5

Attachment: Competitive analysis using SWOT1 (Banking Services Recommendation)

Comparative Analysis Request for Proposal
Depository Services 2018

Estimated Costs of *Required* Services (Annual) Unless Otherwise Noted	Commerce Bank	Community Bank of Raymore
Transfer to/from Other Accounts	$ 125.00	$ -
Returned Items	$ 700.00	$ -
ACH Debits	$ 22.00	$ -
ACH Credits	$ 80.00	Not Offered
Stop Payments	$ 100.00	$ -
Wire Transfers In/Out per Wire	$7 In $11 Out	$ -
Credit Card Deposits	$ 95.00	$ -
Printed Deposit Slips	$ -	$ -
Locked Money Bags	$ -	$ -
Safe Deposit Box	$ -	$ -
Internet Banking Services	$ -	$ -
Check Printing General Account	$ -	$ -
Account Maintenance	$ 420.00	$ -
Sweep Account Maintenance	$ 1,200.00	$ -
Checks/Debits	$ 378.00	$ -
Deposits/Credits	$ 720.00	$ -
ACH Monthly Maintenance	$ 360.00	$ -

Comparative Analysis Request for Proposal Depository Services 2018

ACH Items Originated	$ 1,440.00	$ -
Estimated Costs of *Required* Services (Annual) Unless Otherwise Noted	**Commerce Bank**	**Community Bank of Raymore**
ACH Return Items - each	$ 6.50	$ -
ACH Transmissions - each	$ 10.00	$ -
Incoming Wire Transfer	$ 336.00	$ -
Outgoing Wire Transfer	$ 132.00	$ -
Premium Positive Pay Maintenance per Account	$ 360.00	$ -
Premium Positive Pay per Item	$ 378.00	$ -
Positive Pay Exception Item - each	$ 0.10	$ -
Imaging Per Item	$ 3.00	$ -
Image CD Monthly	$ 151.20	$ -
Commerce Connections Base	$ 300.00	$ -
Commerce Current Day per Account	$ 540.00	$ -
Commerce Wire Module per Account	$ 720.00	$ -
Cash Deposit per deposit	$ 288.00	$ -
Cash Deposits per $100	$ 1.25	$ -
Supervision and Assessment (Average Ledger Balance)	$ 0.00150	$ -

Attachment: Competitive analysis using SWOT1 (Banking Services Recommendation)

Comparative Analysis Request for Proposal
Depository Services 2018

Estimated Costs of *Optional* Services (Annual) Unless Otherwise Noted	Commerce Bank	Community Bank of Raymore
ACH Risk Manager per Account	$ 30.00	Not Offered
Recleared Checks per Check	$ 8.00	Not Offered
DirectCheck Annual Fee per Year	$ 25.00	Not Offered
DirectCheck Load per Item	$ 0.25	N/A
Electronic Bill Collection per Month	$ 75.00	Not Offered
Electronic Bill Collection per Item	$ 0.17	Not Offered
Remote Deposit Maintenance per Month	$ 50.00	$ -
Remote Deposit per Item	$ 0.09	$ -
Remote Deposit per ACH	$ 0.09	$ -
Remote Deposit Setup (1 Time Fee)	$ 150.00	$ -
Remote Deposit Site License	$ 27.00	$ -
Collect Pay Online Monthly	$ 400.00	Not Offered
Collect Pay Online Web Pays per Payment	$ 0.18	Not Offered
Collect Pay Online IVR Payments per Payment	$ 0.31	Not Offered
Collect Pay Online IVR per Minute	$ 0.07	Not Offered
Positive Pay Alerts per Email Address Monthly	$ 2.00	Currently down due to software conversion
Positive Pay Alerts Email per Account Monthly	$ 3.00	Currently down due to software conversion

Comparative Analysis Request for Proposal
Depository Services 2018

Merchant Services	Commerce Bank	Community Bank of Raymore
Discount Rate on MasterCard/Visa/Discover	0.25%	Not Offered
MasterCard/Visa/Discover Transaction Fee per Item	$ -	Not Offered
MasterCard/Visa/Discover Authorization Fee per Item	$ 0.10	Not Offered
Amex Discount	0.35%	Not Offered
Amex Authorization per Item	$ 0.10	Not Offered
Chargeback Fee if Applicable	$ 18.00	Not Offered
Positive Pay and Automatic Reconciliation	$ 7.00	Not Offered
Monthly Federal Regulatory Compliance Fee	$ 2.50	Not Offered
Fixed Acquirer Network Participation Fees	Pass Through	Not Offered
Account Set-up	Waived	Not Offered
Additional Accounts	$ -	Not Offered
Annual PCI Compliance Fee	$ 89.00	Not Offered
Non-Compliance Fee - N/A if steps are followed to become compliant	$ 19.95	Not Offered
Equipment per Month per Store	$ 15.00	Not Offered
FD130	$ 299.00	Not Offered
Monthly Statement	$ -	Not Offered
Business Track Web Reporting	$ -	Not Offered
Local Support	$ -	$ -

Attachment: Competitive analysis using SWOT1 (Banking Services Recommendation)

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Happy Welch, City Administrator**

DATE: **August 1, 2018**

SUBJECT: **Opioid Litigation**

Type of Item: *Approval*

Background:

You may have heard about the proliferation of opioid addiction that has increased exponentially the past 10 years affecting families across the U.S. Much of the discussion lately has been who is responsible for this addiction increase and is there a case that large pharmaceutical companies may be in some ways responsible. This addiction in turn has cost cities and counties money to battle the drug addiction through law enforcement and EMS departments with increased drug related calls.

Issue:

A new, large, multi-district litigation is occurring in U.S. Federal Court in Ohio seeking damages for states, counties, cities, hospitals, and others. This can be compared to the lawsuit against "Big Tobacco" but the money will be distributed to the locals directly instead of through the state, and a city or county must be part of the lawsuit or they will not receive anything to help offset the costs associated with opioid addiction.

The law firm of Skikos Crawford Skikos & Joseph has a managing partner in a leadership position appointed by the federal judge presiding over this litigation and they are collaborating with one other firm in this litigation. They are looking for participant cities and counties in Missouri and Kansas to come on board and we are bringing this to the board for review and approval.

Recommendation:

This litigation is at no cost for the city. No general fund money will be expended for this litigation with the law firm spending all costs up front and then taking their portion if and when a judgment is handed down.

Cass County, St. Joseph, Buchanan County, Lafayette County have signed on. The proposed contract has been reviewed by our attorney and I am recommending the board read this ordinance once, review the materials, and approve at the September 10 meeting.

I have included a background of the law firm and explanation of the case for your review.

Council Bill No. 53

Resolution No.

A RESOLUTION OF THE CITY OF HARRISONVILLE, MISSOURI ("CITY") AUTHORIZING, APPROVING AND DIRECTING THE EMPLOYMENT OF CERTAIN LAW FIRMS TO REPRESENT CITY IN POTENTIAL LITIGATION AGAINST CONTRIBUTORS OF OPIOID ADDICTION CRISIS.

WHEREAS, the City is experiencing serious Opioid use as a result of the ready availability of the drug and its abuse;

WHEREAS, Opioid litigation requires specialized knowledge and experience that has been demonstrated by the Law Firms;

WHEREAS, the Law Firms have been engaged by other governmental entities to handle their Opioid litigation, including, as examples, the City of St. Joseph, Missouri, and the Missouri Counties of Cass, Buchanan and Lafayette;

WHEREAS, the Law Firms proposed Legal Services Agreement provides for a 20% contingent fee, and provides that no fee will be charged if there is no recovery to the City;

WHEREAS, the Law Firms proposed Legal Services Agreement provides that the Law Firms will advance the necessary litigation expenses but that the City will not be required to reimburse such expenses if there is no recovery to the City;

WHEREAS, for the above reasons, the Board of Aldermen of the City in their discretion feel it is in the best interest of the City to waive Purchasing Policy requirements with respect to bidding, procedure, and contracts to engage the Law Firms irrespective of such requirements as the best reasonable supplier of such professional services; and,

WHEREAS, the City desires to retain the Law Firms identified herein to advise and represent the City regarding litigation and the award of damages from the contributors of opioids within the City.

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

Section 1. The Board of Aldermen, as the governing body of the City, hereby authorizes and approves the employment of the law firms identified in the Legal Services Agreement, attached hereto and incorporated herein as **Exhibit "A"** (herein referred to as the "Law Firms") to represent the City in potential litigation against contributors of the Opioid addiction crises.

Section 2. The Board of Aldermen hereby authorizes and approves, or confirms authorization and approval, of the Legal Services Agreement, substantially in the form attached hereto and incorporated herein by reference thereto as **Exhibit "A"**, and directs the Mayor of The City of Harrisonville to execute and enter into the Legal Services Agreement with the Law Firms, setting forth the scope of the work to be performed by the Law Firms, including litigation against contributors to the Opioid addiction crises within the City and the terms and conditions of the employment of the Law Firms. The Legal Services Agreement may be amended, after approval of this Resolution, by the Board of Aldermen of The City of Harrisonville, and thereafter the Mayor's signature on the amended Legal Services Agreement shall be evidence of such approval.

Section 3. The Board of Aldermen waives Purchasing Policy requirements with respect to bidding, procedure, and contracts and engage the Law Firms irrespective of such requirements as the best reasonable supplier of such professional services.

Section 4. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 5. This Resolution shall be in full force and effect from and after its adoption as provided by law.

This Resolution was introduced, seconded and adopted at a duly convened meeting of the Board of Aldermen of The City of Harrisonville held on__________________, 2018.

Brian Hasek, Mayor

ATTEST:

Randall K. Jones, City Clerk

CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of The City of Harrisonville that the foregoing is a true and complete copy of a certain Resolution duly adopted by The Board of Aldermen of the City of Harrisonville, at a duly convened meeting properly held on___________________________________, 2018; that said Resolution appears as a matter of public record in the official records of the City; that said meeting was duly held in accordance with all applicable requirements of City laws that said Resolution has not been amended, modified, revoked or repealed; and that same is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature this____________________, 2018.

Randall K. Jones, City Clerk

The National Opioid Epidemic:
Legal Action by Counties and Cities
to Abate the Opioid Epidemic and Recover Costs to Communities

EXECUTIVE SUMMARY

The opioid epidemic is now a nationally recognized crisis. Its causes are coming to light: intentional opioid overprescribing fueled by overpromotion and the failure of manufacturers and distributors to perform their legal duty to monitor suspicious orders to warn of the increased abuse risk of new formulations.

The consequences of the opioid epidemic transcend party lines, socioeconomic lines and racial lines. Opioid abuse is now the leading cause of death for those under age 50. Many of the costs of the epidemic have fallen on financially burdened counties, cities and municipalities. The epidemic is creating pressure on healthcare facilities, law enforcement agencies, first responders and the communities at large, resulting in rising costs, a strain on resources, and urgent concerns about public safety. It has only grown worse as people who were addicted to prescription pills have, thanks to heightened law enforcement efforts that limit supply, turned to street opioids like heroin.

Counties and cities are taking action now to file legal actions against prescription opioid manufacturers and distributors to hold them accountable for the current crisis. This is not a class action—in order for counties and cities to participate to assure they have a voice in the litigation and in any resolution, they must file their own actions.

The primary goal of the litigation is to recover not only tax dollars spent on the epidemic in the past, but also to secure funds for programs that can effectively treat and reverse this epidemic. These may include:

- Awareness/Education Campaigns
- Preventative Measures
- Monitoring Prescriptions and Use
- Emergency Costs/Naloxone Overdose Kits
- Treatment Programs
- Disposal Programs for Unused Drugs
- Law Enforcement Costs
- Other Programs to Care for Addicted Patients and Their Families

Remedies sought will also include claims for injunctive relief to stop illicit opioids from entering your communities and harming your constituents. For those communities impacted by the sober living homes that have contributed to the crisis, the litigation can also address such concerns.

In taking on the multi-billion dollar pharmaceutical industry, it will take the strength of multiple firms to be able to fund and execute this type of litigation. We work with a national consortium of law firms with decades of experience and success litigating against Big Pharma, and are dedicated to representing cities and counties nationwide in the opioid litigation. And in January 2018 one of the consortium's members – Steve Skikos – was appointed by the federal district judge in Cleveland to be Plaintiffs' Co-Liaison Counsel, where he will play a major role in the strategy and management of the litigation.

There is little risk to the counties and cities to participate in the litigation. All financial risk will be absorbed by the consortium law firms which work on a contingency fee basis. The counties and cities will pay nothing to file and maintain their actions unless and until there is a recovery.

The Role of Opioid Manufacturers and Distributors in the Epidemic

Opioids are derived from the poppy plant or are man-made in the lab. They range from natural opioids such as opium and morphine, to semi-synthetic such as oxycodone, to fully synthetic such as fentanyl, which is 50 to 100 times stronger than morphine.

Opioids create artificial endorphins in the brain, which bind to the brain's opioid receptors producing euphoric effects and providing pain relief. For many patients, opioids trick the brain into stopping production of endorphins. When this happens, users experience excruciating withdrawal symptoms thus leading to addiction. And when addicted patients can no longer get an opioid prescription, they turn to other means to obtain opioids including turning to black market prescription opioids and heroin. This cycle leads to a cascade of costs not only to the addicted individuals and their families, but also to the cities and counties for emergency response, treatment, law enforcement, homelessness and other costs.

The primary culprits who set the opioid crisis in motion are the manufacturers and distributors of prescription opiates. These powerful and highly addictive drugs were approved by the FDA for limited uses, such as for cancer pain, end of life treatment and as a last resort for pain therapy. But once approved, the manufacturers embarked on a massive and illegal marketing campaign aimed at expanding their use to be a first line of pain therapy and assuring doctors by downplaying their addiction risk. The distributors, for their part, were required by law to monitor sales and to report to the Drug Enforcement Agency any abnormal or suspicious changes in distribution. But the "Big 3"—McKesson, AmerisourceBergen, and Cardinal Health—which control 85 percent of the distribution market, failed to do so. Their tracking and reporting failures hid the true scope of the opioid abuses from authorities and allowed the epidemic to explode.

The deliberate nature of the pharmaceutical industry's conduct is documented in the *60 Minutes* telecast entitled, "The Whistleblower," which aired in October 2017. The joint CBS and Washington Post investigation of the distribution industry describes the manner in which the distributors turned a blind eye to pain pills being diverted to illicit use. *60 minutes* followed up with "Too Big to Prosecute," which aired in December 2017.

The Role of Litigation in Addressing the Epidemic

What started as a trickle of lawsuits by counties and cities has now progressed to a steady tide, as hundreds of lawsuits have been filed nationally against the prescription opioid manufacturers and distributors. In December 2017, a federal judicial panel ordered that all actions filed in federal courts across the country be coordinated in a single proceeding called a Multi-District Litigation (or "MDL") in Cleveland, Ohio. The judge appointed to oversee the litigation, the Hon. Dan Polster, is a highly experienced judge with prior success in running another pharmaceutical MDL involving nearly 1000 cases (*In re Gadolinium*, MDL 1909). Judge Polster recognized that the courts may be the best venue for solving the opioid crisis, and already he set in motion discussions aimed towards early resolution of the cases.

In addition, there are a number of state court litigations against the opioid manufacturers and distributors. For instance, California and Pennsylvania are the homes to several of the manufacturers and distributors, and so it is anticipated those and other state courts will be handling numerous cases filed by counties, cities and other entities as well.

The filed cases include claims for Public Nuisance, which seeks injunctive relief and funding to abate the opioid nuisance created by the manufacturers and distributors. They also include claims negligence and related common law claims to recoup prior costs associated with the epidemic. They further assert claims for unfair competition, false advertising and other state and federal statutory claims for injunctive relief, civil penalties and other remedies against the manufacturer and distributor defendants for their unlawful conduct.

In short, the goal of litigation for counties and cities is to ensure they have an action on file and a seat at the table when it comes time for resolution of the cases, so they can have a voice and be in a position to maximize their recovery of funds in the litigation. It is the intent of any resolution that funds go directly to the counties and cities so their elected officials can direct and control where those funds are most needed to combat the epidemic in their communities. Without the clout of actual, active cases on file in their own names, counties and cities are powerless and must rely on others to negotiate a resolution and for funds to trickle to them.

Our Legal Team

We have in place a consortium of law firms with the resources and expertise in pharmaceutical drug and complex litigation to maximize recovery for our clients in the opioid litigation. Our lawyers, with the support of their peers, have been appointed to leadership positions by dozens of courts in state and federal pharmaceutical drug coordinated litigations. We have litigated successfully against many of the largest companies involved in this litigation, including Johnson & Johnson, Teva Pharmaceuticals and McKesson. We have access to experts in all fields touching this litigation who will assist us in evaluating the case and guiding our litigation strategy, and, if necessary, testify at trial. We also have considerable experience in negotiating and resolving these highly complex litigations to maximize recovery for our clients. And we have experienced trial lawyers who successfully tried numerous pharmaceutical drug and other cases to trial.

More detailed information about the law firms in the consortium and their lawyers, and the work we are doing on behalf of counties and cities in the opioid litigation will be provided on request. If you would like further information or have questions about the litigation or any potential representation, please do not hesitate to contact us and we would be happy to set up a call or meeting.

Thomas Cartmell
Wagstaff & Cartmell, LLP
4740 Grand Ave., Ste. 300
Kansas City, MO 64112
(816) 701-1100
tcartmell@wcllp.com

Mark Crawford, Esq.
Skikos, Crawford, Skikos & Joseph
1 Sansome St., Suite 2830
San Francisco, CA 94104
(415) 546-7300
(415) 760-0663 (cell)
mcrawford@skikos.com

Scott Bertram, Esq.
Bertram & Graf, L.L.C.
4717 Grand Ave., Ste. 800
Kansas City, MO 64112
(816) 523.2205
jsbertram@bertramgraf.com

SKIKOS, CRAWFORD, SKIKOS & JOSEPH, LLP

One Sansome Street, Suite 2830, San Francisco, CA 94104
Telephone: (415) 546-7300 Facsimile: (415) 546-7301

About Our Firm

For over 25 years, our attorneys have represented claimants in litigation against the country's biggest corporations. From General Electric to Johnson & Johnson, we have a national reputation for successfully leading large-scale (multi-claimant) catastrophic damage and injury claims. We have held leadership positions in dozens of coordinated proceedings in both California and nationally. Some of our current appointments include Co-Liaison Counsel in the Opioid Multi-District Litigation (MDL) and Co-Lead Counsel in the DePuy ASR MDL. We are also Plaintiffs' Co-Liaison Counsel in the Reglan Judicial Council Coordinated Proceeding (JCCP) in San Francisco and a member of the Plaintiffs' Executive Committee in the Talcum Powder JCCP in Los Angeles, among many others.

Court-Appointed Leadership Position – Opioid Federal MDL Litigation

On December 5, 2017, the Judicial Panel on Multi-District Litigation assigned and transferred all pending federal Opioid cases to the Honorable Dan A. Polster in Cleveland for pre-trial coordination and management. On January 4, 2018, Judge Polster appointed Steve Skikos of our firm as Plaintiffs' Co-Liaison Counsel for the coordinated litigation. Steve Skikos previously was appointed by Judge Polster as leadership in the Gadolinium coordinated MDL proceedings, which was handled to a successful conclusion.

Our Opioid Litigation Attorneys

Steve Skikos

Steve Skikos is a founding partner of Skikos, Crawford, Skikos & Joseph LLP, and has over 25 years experience in pharmaceutical drug and medical device litigation. Mr. Skikos has practiced on the area of pharmaceutical and medical device litigation almost exclusively since 1996. Prior to founding Skikos Crawford, Mr. Skikos was the managing partner of the San Francisco office of Lopez, Hodes, Restaino, Milman & Skikos.

Mr. Skikos was appointed in January 2018 as Co-Liaison Counsel in the Multi-District Litigation ("MDL") coordinated proceedings pending before the Hon. Dan Polster in the Northern District of Ohio in Cleveland. Mr. Skikos previously was appointed by Judge Polster to the Plaintiffs' Executive Committee for the federal Gadolinium MDL coordinated litigation, which successfully resolved the claims of approximately 1,000 plaintiffs who suffered serious injury and death from the administration of that drug. Mr. Skikos also was appointed Co-Lead Counsel by Judge David Katz in the federal ASR Hip MDL coordinated litigation, also in the Northern District of Ohio. Mr. Skikos was the lead attorney who negotiated a $2.5 billion dollar settlement of approximately 8,000 plaintiffs who were implanted with the defective ASR hip and required a revision surgery.

Mr. Skikos was one of the primary negotiators in a $700 million dollar settlement of more than 8,000 cases related to the use of the pharmaceutical drug Zyprexa in *In Re Zyprexa Products Liability Litigation*, MDL 1596 in the Eastern District of New York. Mr. Skikos also was the lead negotiator in the recent and ongoing settlement of the Reglan/Metoclopramide Litigation Judicial Council Coordination Proceedings ("JCCP") pending in San Francisco Superior Court, which resulted in a nationwide settlement resolving approximately 5,000 cases with 18 pharmaceutical manufacturer defendant groups.

Mr. Skikos graduated from Hastings College of Law in 1990 where he was Executive Publications Editor of the Hastings International and Comparative Law Review and recipient of the Hastings 1066 Scholar Award. He received his undergraduate degree, with honors, from the University of Notre Dame in 1987.

Mr. Skikos's court-appointed leadership positions in both federal MDL and California state court JCCP proceedings include the following:

MDL Leadership Positions

- Plaintiffs' Co-Liaison Counsel appointment by the Honorable Dan A. Polster in *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio)
- Co-Lead Counsel appointment by the Honorable David A. Katz in the *In re: DePuy Orthopedics Inc. ASR Hip Implant Prods. Multidistrict Litigation*, MDL No. 2197 (N.D. Ohio)
- Plaintiffs' Executive Committee and Plaintiffs' Steering Committee appointment by the Honorable Dan A. Polster in *In re: Gadolinium Contrast Dyes Products Liability Litigation*, MDL No. 1909 (N.D. Ohio)
- State-Federal Liaison Counsel to the Consolidated California Litigation appointment by the Honorable David R. Herndon in the *In re: Yasmin and Yaz (Drospirenone) Marketing, Sales Practices and Products Liability Litigation*, MDL No. 2100 (S.D. Illinois)
- Science and Expert Committee appointment by the Honorable Lewis A. Kaplan in *In re Rezulin Products Liability Litigation*, MDL No. 1385 (S.D. New York)
- Science and Expert Committee appointment by the Honorable Jed S. Rakoff in the *In re: Ephedra Products Liability Litigation*, MDL No. 1598 (S.D. New York)
- "706 National Expert Committee" appointment by the Honorable Sam C. Pointer in *In re: Silicone Gel Breast Implant Products Liability Litigation*, MDL No. 926 (S.D. Alabama)

California JCCP Leadership Positions

- Individual Plaintiffs' Liaison Counsel appointment by the Honorable Curtis E.A. Karnow in the California Coordinated Proceeding *California North Bay Fire Cases*, JCCP No. 4955
- Plaintiffs' Executive Committee appointment by the Honorable Maren E. Nelson in the California Coordinated Proceeding *Johnson & Johnson Talcum Powder Cases*, JCCP No. 4872

- Plaintiffs' Steering Committee appointment by the Honorable Richard A. Kramer in the California Coordinated Proceeding *DePuy ASR Hip System Cases*, JCCP No. 4649
- Co-Lead Counsel (Plaintiffs' Liaison) appointment by the Honorable Richard A. Kramer in the California Coordinated Proceeding *Reglan/Metoclopramide Cases Litigation*, JCCP No. 4631
- Plaintiffs' Liaison Counsel appointment by the Honorable Richard A. Kramer in the California Coordinated Proceeding *Gadolinium Medical Cases*, JCCP No. 4546
- Plaintiffs' Executive Committee and Co-Liaison Counsel appointment by the Honorable Carolyn B. Kuhl in the California Coordinated Proceeding *Yaz, Yasmin and Ocella Contraceptive Cases,* JCCP No 4608
- Plaintiffs' Executive Committee appointment by the Honorable Steven L. Perk in the California Coordinated Proceeding *Fosamax/Alendronate Sodium Drug Cases*, JCCP No. 4644
- Plaintiffs' Executive Committee appointment by the Honorable Kenneth R. Freeman in the California Coordinated Proceeding *Actos Product Liability Cases*, JCCP No. 4696
- Plaintiffs' Co-Liaison Counsel appointment by the Honorable Kim Dunning in the California Coordinated Proceeding *Zoloft Birth Defect Cases*, JCCP No. 4771
- Plaintiff's Steering Committee appointment by the Honorable Anthony J. Mohr in the California Coordinated Proceeding *Toyota Motor Cases*, JCCP No. 4621
- Plaintiff's Lead Counsel appointment by the Honorable Emilie H. Elias in the California Coordinated Proceeding In Re *Trasylol Drug Cases,* JCCP 4593
- Plaintiffs' Liaison Counsel appointment by the Honorable Emilie H. Elias in the California Coordinated Proceeding *In re: Ortho Evra Litigation*, JCCP No. 4506
- Plaintiffs' Liaison Counsel appointment by the Honorable Wendell Mortimer, Jr. in the California Coordinated Proceeding *In re: Baycol Cases I and II*, JCCP Nos. 4217 and 4223
- Plaintiffs' Liaison Counsel appointment by the Honorable Ronald L. Styn in the California Coordinated Proceeding *In re: Metabolife 365 Cases*, JCCP No. 4360

- Co-Liaison Counsel appointment by the Honorable Anthony J. Mohr in the California Coordinated Proceeding *In re: PPA Litigation*, JCCP No. 4166
- Co-Liaison Counsel appointment by the Honorable Carl J. West in the California Coordinated Proceeding *In re: Rezulin Litigation*, JCCP No. 4122

Jane Joseph

Jane Joseph, one of the founding partners of the firm, has worked for over 30 years in pursuit of obtaining justice for her injured clients. She specializes in working with experts to develop the medical and scientific causation issues in mass tort cases and creating large-scale damage models to ensure the recovery and equitable distribution of compensation to claimants. Ms. Joseph is on the Plaintiffs' Damages and Experts committee for the federal opioid Multi-District Litigation proceedings. Ms. Joseph is recognized for her outstanding ability to drill down to the specifics of each case in order to maximize theories of individual causation and damages. Her relationships with clients and attention to client needs is well known.

Mark Crawford

Mark Crawford is a founding partner of Skikos, Crawford, Skikos & Joseph, and has over 25 years experience in pharmaceutical drug and medical device and other complex litigation. Mr. Crawford currently is court-appointed Plaintiffs' Co-Liaison Counsel for the California Risperdal JCCP coordinated proceedings in Los Angeles, and Plaintiffs' Co-Lead Counsel for the California Fosamax coordinated proceedings in Orange County. Mr. Crawford also is on the Plaintiffs' Complaint and Law and Briefing committees for the federal opioid Multi-District Litigation proceedings. Mr. Crawford does extensive appellate work and Supreme Court briefing in the pharmaceutical field, and is a member of the United States Supreme Court Bar. Mr. Crawford's appellate work includes briefing and arguing *Teva Pharmaceuticals v. Superior Court* (2013) 217 Cal.App.4th 96, *cert. denied*, 2015 U.S. LEXIS 687 (U.S., Jan. 20, 2015), which found state law failure to warn claims against generic drug manufacturers are not preempted under federal law.

Autumn Dawn Monteau

Autumn Dawn Monteau, an enrolled member of the Three Affiliated Tribes of Fort Berthold, North Dakota, is of counsel to the Skikos Firm with regard to Tribal Affairs and the Opioid litigation. She's been licensed to practice law for nine years before the State of New Mexico courts. In 2011, Ms. Monteau was appointed by State of New Mexico Governor, Susana Martinez, to the position of General Counsel to the New Mexico Indian Affairs Department, where she helped form and implement state-tribal government to government relations in the areas of tribal sovereignty and jurisdiction; infrastructure development; education; healthcare; behavioral health; economic development; gaming; tourism; water rights and natural resources; cultural resource protection; state regulation; and taxation. Prior to her work for the State, she was an associate attorney at the law firm of Luebben, Johnson & Barnhouse where she provided legal counsel to Indian tribes, tribal businesses, tribal associations and non-tribal clients on a diverse array of Indian law and general civil matters.

Adriana Desmond

Adriana Desmond is an associate of the Skikos Firm, and has over 14 years experience in pharmaceutical drug and medical device litigation. Ms. Desmond has extensive experience in both MDL and state coordinated proceedings. Ms. Desmond has worked on numerous mass tort pharmaceutical and medical device cases for the firm including but not limited to the following litigations: Yaz, Yasmin and Ocella cases, DePuy ASR, DePuy Pinnacle, Biomet Hip, Trasylol, Actos, Risperdal, Zoloft and Talcum Powder. Ms. Desmond is on the Plaintiffs' Steering Committee for the California Karl Storz Morcellator litigation. She was appointed by the Honorable David Katz as a member of the Settlement Oversight Committee relating to the settlement of more than 8,000 cases in the DePuy ASR national settlement program.

Dylan Jensen

Dylan Jensen is of counsel to the Skikos Firm, and was admitted to the Missouri State Bar in 2017. Mr. Jensen has several years of experience assisting the firm in its pharmaceutical drug litigation, including the California Risperdal and Reglan coordinated JCCP proceedings. Mr. Jensen graduated from the University of California, Hastings College of the Law in 2016, where he was Co-Editor-in-Chief of the UC Hastings Communication and Entertainment Law Journal. Mr. Jensen graduated in 2013 with a B.A. from Swarthmore College in Swarthmore, Pennsylvania.

Our Offices

San Francisco, CA
One Sansome Street, Suite 2830
San Francisco, CA 94104
(415) 546-7300

Cleveland, OH
13940 Cedar Road 373
Cleveland, OH 44118
(216) 921-9314

Santa Rosa, CA
701-A Fourth Street, Suite 209
Santa Rosa, CA 95404
(707) 757-7610

WAGSTAFF & CARTMELL RESUME

PHONE 816.701.1100
FAX 816.531.2372
4740 GRAND AVENUE, SUITE 300
KANSAS CITY, MO 64112
WAGSTAFFCARTMELL.COM

816.701.1100 WAGSTAFFCARTMELL.COM

OVERVIEW

With a national reach from the heart of the Midwest, Wagstaff & Cartmell enjoys a strong reputation throughout the country in high-stakes litigation and trial practice.

Founded in 1997 when Tom Wagstaff and Tom Cartmell left a large Kansas City firm to form a boutique, the original vision of Wagstaff and Cartmell was to be a premier trial firm representing both plaintiffs and defendants in complex tort and commercial cases.

Now with 33 attorneys and over 50 supporting staff members, who work together in a fast-paced, team-oriented environment from a single office in Kansas City, Missouri, Wagstaff & Cartmell carries on the founders' original vision both within the Kansas City legal community and nationally. The Firm's growth has been through careful recruitment of partners, associates, and of counsels – many of whom left partner or senior associate positions at bigger firms. Others served judicial clerkships or worked for federal government agencies prior to joining Wagstaff & Cartmell.

Few firms combine as seamlessly a sophisticated defense practice representing large, public and private companies with a nationally recognized plaintiffs' practice in class actions, mass tort, and multi-district litigation. That did not happen overnight. When they first opened their doors, Tom Wagstaff and Tom Cartmell and their three-lawyer firm primarily defended hospitals, doctors, and other healthcare providers in malpractice cases. To this day, several of the largest and most respected hospital systems in the Midwest rely on Wagstaff & Cartmell for defense work and dispute resolution, as do other large companies including the largest privately owned company in Kansas City.

But the drive to create a sophisticated plaintiffs' practice was also present from the start, and it has helped fuel the Firm's growth. Wagstaff & Cartmell lawyers believe from their own experience that the perspective and credibility gained through defense work helps those lawyers, and their clients, on the plaintiff's side. Whether serving in national leadership positions in mass tort pharmaceutical or medical device MDLs, or serving as class counsel in leadership positions in national antitrust litigation, or representing individual plaintiffs in high-stakes catastrophic injury or complex commercial disputes, Wagstaff & Cartmell has the resources, the experience, and the drive to achieve the best results possible for its clients.

Today, the Firm's lawyers appear in cases throughout Missouri and Kansas, as well as in multi-district litigation, class actions, and mass tort cases throughout the United States. The Firm has lawyers licensed in Missouri, Kansas, Illinois, Arkansas, Colorado, Utah, the District of Columbia, and in numerous federal district courts and federal appellate courts, including the United States Supreme Court.

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LEADERSHIP

Wagstaff & Cartmell attorneys have frequently been selected by clients or appointed by courts to leadership positions in national multi-district litigation, mass tort consolidations, and class actions, including the following recent or current appointments:

CASE	COURT	LEADERSHIP ROLE
In re Syngenta Litigation, Case No. 27-cv-15-3785 (Class Action and Mass Tort Consolidation)	**4th Jud. Dist. Ct., MN**	**Plaintiffs' Steering Comm.**
Jaynes, et al. v. American Express Co., Case No. 15-cv-1598 (Antitrust Class Action)	E.D.N.Y.	Plaintiffs' Exec. Comm.
In re Benicar Products Liability Litigation, MDL No. 2606	**D.N.J.**	**Plaintiffs' Steering Comm.**
In re Effexor Products Liability Litigation, MDL No. 2458	E.D. Pa.	Plaintiffs' Steering Comm.
In re Incretin Mimetics Products Liability Litigation, MDL No. 2452	**S.D. Cal.**	**Plaintiffs' Steering Comm.**
In re Coloplast Corp., Pelvic Repair System Products Liability Litigation, MDL No. 2387	S.D. W.V.	Plaintiffs' Exec. Comm.
In re Zoloft Product Liability Litigation, MDL No. 2342	**E.D. Pa.**	**Plaintiffs' Steering Comm., Chair, Discovery Comm.**
In re Ethicon Pelvic Repair System Products Liability Litigation, MDL No. 2327	S.D. W.V.	National Co-Lead Plaintiffs' Counsel
In re Boston Scientific Corp., Pelvic Repair System Products Liability Litigation, MDL No. 2326	**S.D. W.V.**	**Plaintiffs' Exec. Comm.**
In re American Medical Systems, Inc., Pelvic Repair System Products Liability Litigation, MDL No. 2325	S.D. W.V.	Plaintiffs' Exec. Comm.
Whitton v. Deffenbaugh Disposal, Inc. et al., Case No. 12-cv-2247 (Commercial Class Action)	**D. Kan.**	**Co-Lead Class Counsel**

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Continued

LEADERSHIP

Wagstaff & Cartmell attorneys have frequently been selected by clients or appointed by courts to leadership positions in national multi-district litigation, mass tort consolidations, and class actions, including the following recent or current appointments:

CASE	COURT	LEADERSHIP ROLE
In re Depuy Pinnacle Hip Implant Products Liability Litigation, MDL No. 2244	**N.D. Tex.**	**Plaintiffs' Steering Comm.**
In re Polyurethane Foam Antitrust Litigation, MDL No. 2196 (Antitrust Class Action)	N.D. Ohio	Plaintiffs' Exec. Comm.
In re C.R. Bard, Pelvic Repair System Products Liability Litigation, MDL No. 2187	**S.D. W.V.**	**Plaintiffs' Exec. Comm.**
In re 2003 NPM Adjustment Arbitration Proceedings (Consolidated Contract Dispute)	Consolidated Arbitration	Lead Outside Counsel (State of Kansas)
Dahl et al. v. Bain Capital Partners, LLC et al., Case No. 07-cv-12388 (Antitrust Class Action)	**D. Mass.**	**Plaintiffs' Proposed Exec. Comm.**
In re Ephedra Products Liability Litigation, MDL No. 2071	S.D. N.Y.	Plaintiffs' Steering Comm.
In re Trasylol Products Liability Litigation, MDL No. 1928	**S.D. Fla.**	**Deposition Comm.**
In re Avandia Marketing, Sales Practices and Products Liability Litigation, MDL No. 1871	E.D. Pa.	Co-Lead Trial Counsel
In re Kugel Mesh Hernia Patch Products Liability Litigation, MDL No. 1842	**D. R.I.**	**Plaintiffs' Steering Comm.**
In re Bextra and Celebrex Product Liability Litigation, MDL No. 1699	N.D. Cal.	Co-Lead Trial Counsel and Plaintiffs' Steering Comm.

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RESULTS

Wagstaff & Cartmell attorneys and their clients have achieved impressive results in a wide variety of cases, including the following examples:

CASE	COURT	OUTCOME
In re Bextra and Celebrex Product Liability Litigation, MDL No. 1699	**N.D. Cal.**	**$745 Million Settlement of Thousands of Injury Claims**
Dahl et al. v. Bain Capital Partners, LLC et al., Case No. 07-cv-12388	D. Mass.	$590.5 Million Settlement in Antitrust Class Action
In re 2003 NPM Adjustment Arbitration Proceedings	**Consolidated Arbitration**	**Preserved up to $500 Million in MSA Payments for State of Kansas**
In re Polyurethane Foam Antitrust Litigation, MDL No. 2196	N.D. Ohio	$151 Million Preliminary Settlement for Class of Indirect Purchasers in Antitrust Class Action
In re Ephedra Products Liability Litigation, MDL No. 2071	**S.D. N.Y.**	**$50 Million Settlement of Hundreds of Injury Claims**
In re Potash Antitrust Litigation, MDL No. 1996	N.D. Ill.	$20.5 Million Settlement for Class of Indirect Purchasers in Antitrust Class Action
Citadel Plaza LLC v. City of Kansas City, Missouri, Case No. 1016-cv03781	**16th Jud. Dist. Ct., Mo.**	**$15 Million Settlement for Developer Client in Breach of Contract Case**
Johnson et al. v. Prime Tanning Corp. et al., Case No. 09BU-CV06421	5th Jud. Dist. Ct., Mo.	$10 Million Settlement for Class of Property Owners in Contamination Case
Perry v. Luu, et al., Case No. 1500-cv-279123	**Sup. Ct., Cal.**	**$5.7 Million Verdict in Bellwether TV Mesh Trial**
Lopez-Aguirre v. Bd. Of Cnty. Comm'rs, et al., Case No. 12-2752	D. Kan.	$3.5 Million Settlement in Civil Rights Prisoner Abuse Case
Huskey v. Ethicon, et al., Case No. 12-cv-05201	**S.D. W.V.**	**$3.27 Million Verdict in Bellwether TV Mesh Trial**

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AREAS OF PRACTICE

CLASS ACTIONS

In the past five years, Wagstaff & Cartmell attorneys have successfully certified classes and recovered hundreds of millions of dollars for class members in class action litigation, in cases ranging from environmental contamination in Northwest Missouri to antitrust violations on Wall Street. The Firm has developed significant expertise in the areas of antitrust, securities, consumer protection, pharmaceutical, and products liability class action litigation. Meanwhile, the Firm's lawyers have likewise defended large corporate clients in major class-action litigation. Through these experiences, the Firm has developed expertise in all phases of complex class action litigation.

COMPLEX COMMERCIAL & ANTITRUST

The trial lawyers at Wagstaff & Cartmell have experience in a wide variety of complex commercial disputes, including the successful representation of small businesses, major corporations, and entrepreneurs. In particular, Wagstaff & Cartmell has developed a robust practice representing class action plaintiffs pursuing remedies for price fixing, bid rigging, and other forms of price manipulation. Wagstaff & Cartmell attorneys are frequently called to prosecute and defend claims involving contract disputes, business torts, intellectual property, ownership disputes, securities fraud, business-to-business litigation and FINRA arbitration. Wagstaff & Cartmell has the resources and experience necessary to navigate the sometimes turbulent waters of e-discovery, to handle large-scale motions and briefing projects, and ultimately to take complex commercial disputes all the way to trial if necessary.

MASS TORT / DRUGS & DEVICES

Wagstaff & Cartmell is widely recognized as one of the country's leading plaintiffs' firms in drug and device products liability litigation. This recognition stems from the Firm's past successes, extensive experience, and excellent reputation acquired while pursuing and leading some of the largest drug and device products liability cases in United States.

The Firm is proud to take on the country's largest pharmaceutical and device manufactures on behalf of thousands of its own injured clients from across the United States. As a result, Wagstaff & Cartmell has become a choice destination for referring attorneys from around the country who trust that the Firm has the expertise and resources necessary to properly handle this type of complicated litigation. The Firm's results in this area, totaling in the billions of dollars, are a testament to its legal acumen and decades of experience in pursuing these types of claims.

PERSONAL INJURY

Wagstaff & Cartmell represents individuals and families who have suffered catastrophic personal injuries or loss of life due to the negligence or fault of another. The Firm has secured major verdicts and settlements arising from commercial vehicle accidents, nursing home neglect, and mental health abuse in just the last couple of years and understands the tragic toll – physical, emotional, and financial – that unexpected accidents and injuries take on their victims and loved ones. Wagstaff & Cartmell lawyers know how to investigate, litigate, and try these cases to juries, when necessary, to obtain the best result possible for its clients and often their surviving family members. Wagstaff & Cartmell handles personal injury cases in state and federal courts across the United States.

Bertram & Graf, L.L.C.

Kansas City
Product Liability Attorneys

At **Bertram & Graf, L.L.C.**, we have the specialization and extensive legal experience necessary to obtain a favorable case outcome. Our firm is comprised of highly trained personal injury and civil litigation attorneys. We have a history of success and a reputation for developing innovative legal strategies and providing individualized support to our clients. We adhere to the highest standards of integrity and provide each of our clients with personalized legal solutions. Our Kansas City product liability lawyers deliver strong, dedicated legal representation and have achieved exceptional results for clients.

Small Firm Service, Large Firm Prowess

At Bertram & Graf, L.L.C., we are devoted to ensuring our clients' needs are met. We believe our firm's integrity and passion are the reason why many clients are satisfied with the legal representation we have provided them with.

Our Kansas City product liability attorneys primarily focus on complex and mass tort litigation (with an emphasis in pharmaceutical product liability), criminal defense, medical malpractice, catastrophic personal injury, and nursing home cases.

At Bertram & Graf, L.L.C., we are devoted to ensuring our clients' needs are met. We believe our firm's integrity and passion are the reason why many clients are satisfied with the legal representation we have provided them with.

J. SCOTT BERTRAM

PERSONAL INFORMATION

Office Address	Bertram & Graf, LLC 4717 Grand Ave., Suite 800 Kansas City, MO 64112 TEL: (816) 523-2205 FAX: (816) 523-8258
Website	www.bertramgraf.com
E-mail Address	jsbertram@bertramgraf.com
Home Address	970 Navajo Lane West Lake Quivira, KS 66217 (913) 897-6572
Born	June 23, 1948 Springfield, Missouri

EDUCATION	Missouri State University, Springfield, Missouri – Bachelor of Science, 1971 University of Missouri, Kansas City – Juris Doctor. 1974

PROFESSIONAL EXPERIENCE

1974-1977	Legal Aid and Defenders Society of Kansas City, Kansas City, Missouri
1977-1978	Associate with the Law Offices of Patrick Faltico, Kansas City, Missouri
1978-1980	Partner with Bertram & Bony, Kansas City, Missouri
1980-1987	Sole Practitioner, Law Offices of J. Scott Bertram, Kansas City, Missouri
1988-1989	Associate, Levy & Craig, Kansas City, Missouri
1989- 2007	Private Practice, The Bertram Law Firm, LLC

Kansas City, Missouri

2007-Present Managing Partner, Bertram & Graf, LLC, Kansas City, Missouri and Denver, Colorado

LICENSURE

1974 Missouri Bar

1974 United States District Court for the Western District of Missouri

Currently admitted to practice *pro hac vice* in the following courts:

United States District Court for the Eastern District of Louisiana,
United States District Court for the Northern District of Ohio,
United States District Court for the District of Minnesota,
State of New Jersey, Atlantic County.

PROFESSIONAL ORGANIZATIONS

Kansas City Metropolitan Bar Association

American Association of Justice

Missouri Trial Lawyers Association

POSITIONS HELD

Vice-Chairman of Lawyers for Children for the Kansas City Metropolitan Bar Association in 2002

Chairman of Lawyers for Children for the Kansas City Metropolitan Bar Association in 2003

PRESENTATIONS

1. February 1984 “How to Settle the Small Case,” Kansas City Metropolitan Bar Association (KCMBA).

2. June 1992 “Direct Examination,” Kansas City Metropolitan Bar Association (KCMBA).

3. June 1994 "Medical Malpractice in Missouri," National Business Institute (NBI), Kansas City, Missouri.

4. September 1996 "Trial Advocacy in Missouri," National Business Institute (NBI), Kansas City, Missouri.

5. November 1998 "Opening Statement in a Fen-Phen Case" Kansas City Metropolitan Bar Association (KCMBA).

6. January 2001 "How to Spot a Good Propulsid Case," Mealey's, New Orleans, Louisiana.

7. May 2001 "Detailed Propulsid Warnings from the Manufacturer," Missouri Bar, Telephone Seminar.

8. June 2001 "Developing and Preparing your Propulsid Case," Mealey's, New Orleans, Louisiana.

9. January 2002 "How to Effectively Evaluate Whether you Have a Good or Bad Baycol Case," Mealey's, San Diego, California.

10. March 2002 "Overview of the Nationwide Fen-Phen Settlement," Mealey's, Philadelphia, Pennsylvania.

11. September 2002 "What Do You Have To Do to Get Your Fen-Phen Money?" Paradise Island, Bahamas.

PUBLICATIONS

1. 1994 "Medical Malpractice in Missouri," National Business Institute (NBI).

2. 1996 "Trial Advocacy in Missouri," National Business Institute (NBI).

HONORS

Best of the Bar, as published in the Kansas City Business Journal, 2003 – 2009
Selected to Super Lawyers, 2010, 2011, 2016 and 2017

PRACTICE AREAS

(1) Pharmaceutical product liability litigation;
(2) Medical negligence, and
(3) Nursing home abuse/negligence.

LEGAL SERVICES AGREEMENT
Notes/Summary

RE: The Harrisonville, Missouri civil suit against those legally responsible for the wrongful manufacture and distribution of prescription opiates and damages caused thereby.

1. Law Firms.

BERTRAM & GRAF, LLC
4717 Grand Avenue, Suite 800
Kansas City, MO 64112

SKIKOS CRAWFORD SKIKOS & JOSEPH, LLP
One Sansome Street, Suite 2820
San Francisco, CA 94104

2. Attorney Fees – Contingent Fee.

2.1. Twenty percent (20%) of the total Net Recovery Award in favor of the CLIENT as an attorney fee whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal).

2.2. After the award/settlement all litigation expenses as described in Section 4.3.2., excluding the contingent fee, will be calculated and subtracted from the gross award to determine the net award of recovery. ("Net Recovery Award").

2.3. CLIENT grants the FIRM an interest in a fee based on the gross recovery. If a court awards attorneys' fees, the FIRM shall receive the "greater of" the gross recovery-based contingent fee or the attorneys' fees awarded. **There is no fee if there is no recovery.**

3. Litigation Focus.

The litigation focuses on the manufacturers and wholesale distributors and their role in the diversion of millions of prescription opiates into the illicit market which has resulted in opioid addiction, abuse, morbidity and mortality. The billion-dollar industry denies liability.

4. Litigation Expenses/Costs; Strategy.

The litigation will be very expensive, and the litigation expenses will be advanced by the FIRM with reimbursement contingent upon a successful recovery. The outcome is uncertain, as is all civil litigation, with compensation contingent upon a successful recovery. [my emphasis added]

4.1. Damage Model.

The FIRM intends to present a damage model designed to abate the public health and safety crisis. This damage model may take the form of money damages and/or equitable remedies (e.g., an abatement fund). The purpose of the lawsuit is to seek reimbursement of the costs incurred in the past fighting the opioid epidemic and/or recover the funds necessary to abate the health and safety crisis caused by the unlawful conduct of manufacturers, wholesale distributor, and/or other parties which liability can attach.

4.2. Fees and Reimbursement – Monetary Damages or Equitable Relief.

4.2.1. The CLIENT agrees to compensate the FIRM, contingent upon prevailing, by paying 20% of any settlement/resolution/judgment, in favor of the CLIENT, whether it takes the form of monetary damages or equitable relief.

4.2.2. 20% of Gross Value Equitable Relief. For instance, if the remedy is in the form of monetary damages, CLIENT agrees to pay 20% of the gross amount to FIRM as compensation and then reimburse the reasonable litigation expenses. If the remedy is in the form of equitable relief (e.g., abatement fund), CLIENT agrees to pay 20% of the gross value of the equitable relief to the FIRM as compensation and then reimburse the reasonable litigation expenses. Provided, however, that if such equitable relief/award is not paid into an abatement fund such that the 20% Contingent Fee may be paid from money in such abatement fund, no Contingent fee will be paid or owed by Client.

4.2.3. Judgment Is Not Public Funds For Purpose of Calculating Fee. To be clear, the FIRM shall not be paid nor receive reimbursement from public funds unless required by law. However, any judgment arising from successful prosecution of the case, or any consideration arising from a settlement of the matter, whether monetary or equitable, shall not be considered public funds for purposes of calculating the contingent fee unless required by law.

4.2.4. Moneys Expended by Defendants. Under no circumstances shall the CLIENT be obligated to pay any attorneys fee or any litigation expenses except from moneys expended by defendant(s) pursuant to the resolution of the CLIENT's claims. If the defendant(s) expend their own resources to abate the public health and safety crisis in exchange for a release of liability, then the FIRM will be paid the designated contingent fee from the resources expended by the defendant(s).

4.3. Costs and Other Expenses – Law Firms Advance.

4.3.1. THE FIRM and/or the other law firms in association with the FIRM, hereinafter referred to as the "Attorneys," shall advance all necessary litigation expenses necessary to prosecute these claims.

4.3.2. All such litigation expenses, including the reasonable internal costs of electronically stored information (ESI) and electronic discovery generally or the direct costs incurred from any outside contractor for those services, will be deducted from any recovery before the contingent fee is calculated.

4.3.3. There is no reimbursement of litigation expenses if there is no recovery.

4.3.4 Court Costs advanced will be payable out of the Client's share of any recovery and will not affect the contingency rate or fees due to the FIRM.

5. Fee Sharing with Co-Counsel.

The division of fees, expenses and labor between the Attorneys will be decided by private agreement between the law firms and subject to approval by the CLIENT. Any division of fees will be governed by the ABA Model Rules of Professional Conduct including: (1) the division of fees is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation and agrees to be available for consultation with the CLIENT; (2) the CLIENT has given *written* consent after full disclosure of the identity of each lawyer, that the fees will be divided, and that the division of fees will be in proportion to the services to be performed by each lawyer or that each lawyer will assume joint responsibility for the representation; (3) except where court approval of the fee division is obtained, the *written* closing statement in a case involving a contingent fee shall be signed by the CLIENT and each lawyer and shall comply with the terms of the ABA Model Rules of Professional Conduct; and (4) the total fee is *not clearly excessive*.

6. Communications – Lead Counsel.

6.1. Contact Person with Law Firms.

LEAD COUNSEL shall appoint a contact person to keep the CLIENT reasonably informed about the status of the matter in a manner deemed appropriate by the CLIENT. The CLIENT at all times shall retain the authority to decide the disposition of the case and personally oversee and maintain absolute control of the litigation.

6.2. Written Statement of Result of Litigation at Conclusion.

Upon conclusion of this matter, LEAD COUNSEL shall provide the CLIENT with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the lawyer from the judgment or settlement involved, and, if applicable, the actual division of the lawyers' fees with a lawyer not in the same firm.

7. Review and Understanding of This Agreement.

CLIENT acknowledges its review and understanding of this agreement, having read its contents in its entirety, and CLIENT understands and agrees with all of its provisions. CLIENT acknowledges that nothing in this Agreement makes any promise or guarantee regarding the successful determination of client's claim or causes of action, nor any guarantees regarding the amount of recovery or the type of relief, if any, which Client may obtain therefrom. Further, the Attorneys, its employees or agents, make no such promises or guarantees. Attorneys' comments about the outcome of this matter are expressions of opinion only and the Attorneys make no guarantee as to the outcome of any litigation, settlement or trial proceedings.

EXHIBIT "A"

Legal Services Agreement

LEGAL SERVICES AGREEMENT: ENGAGEMENT TO REPRESENT

RE: The Harrisonville, Missouri civil suit against those legally responsible for the wrongful manufacture and distribution of prescription opiates and damages caused thereby.

1. SCOPE OF EMPLOYMENT: The City of Harrisonville, Missouri (hereinafter "CLIENT"), by and through its Board of Aldermen, hereby retains the law firms of SKIKOS CRAWFORD SKIKOS & JOSEPH, LLP, BERTRAM & GRAF LLC, and WAGSTAFF & CARTMELL, LLP, ("The FIRM") pursuant to the Missouri Rules of Professional Conduct, on a contingent fee basis, to pursue ***all*** civil remedies, as outlined in the FIRMS' attached proposal publication, against the manufacturers of prescription opiates, those in the chain of distribution, and/or other parties against which liability can attach of prescription opiates responsible for the opioid epidemic which is plaguing Harrisonville, Missouri including, but not limited to, filing a claim for public nuisance to abate, enjoin, recover and prevent the damages caused thereby. **Steve Skikos** of the law firm SKIKOS CRAWFORD SKIKOS & JOSEPH, LLP and **Tom Cartmell** of the law firm WAGSTAFF & CARTMELL, LLP, shall serve as LEAD COUNSEL. CLIENT authorizes lead counsel to employ and/or associate additional counsel, with consent of CLIENT, to assist LEAD COUNSEL in the just prosecution of the case. CLIENT consents to the participation of the following firms (collectively referred to, herein, as "Attorneys"), if no conflicts exist, including but not limited to conflicts pursuant to ABA Model Rules of Professional Conduct:

BERTRAM & GRAF, LLC
4717 Grand Avenue, Suite 800
Kansas City, MO 64112

SKIKOS CRAWFORD SKIKOS & JOSEPH, LLP
One Sansome Street, Suite 2820
San Francisco, CA 94104

WAGSTAFF & CARTMELL, LLP
4740 Grand Avenue, Suite 300
Kansas City, MO 64112

2. ATTORNEYS FEES: In consideration, CLIENT agrees to pay twenty percent (20%) of the total recovery (gross) in favor of the CLIENT as an attorney fee whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The gross recovery shall be calculated on the amount obtained before the deduction of costs and expenses. CLIENT

grants the FIRM an interest in a fee based on the gross recovery. If a court awards attorneys' fees, the FIRM shall receive the "greater of" the gross recovery-based contingent fee or the attorneys' fees awarded. **There is no fee if there is no recovery.**

The CLIENT acknowledges this fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly, the likelihood this employment will preclude other employment by the FIRM, the fee customarily charged in the locality for similar legal services, the anticipated (contingent) litigation expenses and the anticipated results obtained, the experience, reputation, and ability of the lawyer or lawyers performing the services and the fact that the fee is contingent upon a successful recovery.

This litigation is intended to address a significant problem in the community. The litigation focuses on the manufacturers and wholesale distributors and their role in the diversion of millions of prescription opiates into the illicit market which has resulted in opioid addiction, abuse, morbidity and mortality. There is no easy solution and no precedent for such an action against this sector of the industry. Many of the facts of the case are locked behind closed doors. The billion-dollar industry denies liability. The litigation will be very expensive and the litigation expenses will be advanced by the FIRM with reimbursement contingent upon a successful recovery. The outcome is uncertain, as is all civil litigation, with compensation contingent upon a successful recovery. Consequently, there must be a clear understanding between the CLIENT and the FIRM regarding the definition of a "successful recovery."

The FIRM intends to present a damage model designed to abate the public health and safety crisis. This damage model may take the form of money damages and/or equitable remedies (e.g., an abatement fund). The purpose of the lawsuit is to seek reimbursement of the costs incurred in the past fighting the opioid epidemic and/or recover the funds necessary to abate the health and safety crisis caused by the unlawful conduct of manufacturers, wholesale distributor, and/or other parties which liability can attach. The CLIENT agrees to compensate the FIRM, contingent upon prevailing, by paying 20% of any settlement/resolution/judgment, in favor of the CLIENT, whether it takes the form of monetary damages or equitable relief. For instance, if the remedy is in the form of monetary damages, CLIENT agrees to pay 20% of the gross amount to FIRM as compensation and then reimburse the reasonable litigation expenses. If the remedy is in the form of equitable relief (e.g., abatement fund), CLIENT agrees to pay 20% of the gross value of the equitable relief to the FIRM as compensation and then reimburse the reasonable litigation expenses. To be clear, the FIRM shall not be paid nor receive reimbursement from public funds unless required by law. However, any judgment arising from successful prosecution of the case, or any consideration arising from a settlement of the matter, whether monetary or equitable, shall not be considered public funds for purposes of calculating the contingent fee unless required by law. Under no circumstances shall the CLIENT be obligated to pay any attorneys fee or any litigation expenses except from moneys expended by defendant(s) pursuant to the resolution of the CLIENT's claims. If the defendant(s) expend their own resources to abate the public health and safety crisis in exchange for a release of liability, then the FIRM will be paid the designated contingent fee from the resources expended by the defendant(s). CLIENT acknowledges this is a necessary condition required by the FIRM to dedicate their time and invest their resources on a contingent basis to this enormous project. If the defendant(s) negotiate a release of liability, then the FIRM should be compensated based upon the consideration offered to induce the dismissal of the lawsuit.

Negotiability of Fees: The rates set forth above are not set by law but are negotiable, and have been negotiated in good faith and arm's length, between the FIRM and CLIENT.

3. COSTS AND OTHER EXPENSES: THE FIRM and/or the other law firms in association with the FIRM, hereinafter referred to as the "Attorneys," shall advance all necessary litigation expenses necessary to prosecute these claims. All such litigation expenses, including the reasonable internal costs of electronically stored information (ESI) and electronic discovery generally or the direct costs incurred from any outside contractor for those services, will be deducted from any recovery before the contingent fee is calculated. **There is no reimbursement of litigation expenses if there is no recovery. Costs advanced will be payable out of the Client's share of any recovery and will not affect the contingency rate or fees due to the FIRM.**

4. FEE SHARING WITH CO-COUNSEL: The division of fees, expenses and labor between the Attorneys will be decided by private agreement between the law firms and subject to approval by the CLIENT. Any division of fees will be governed by the ABA Model Rules of Professional Conduct including: (1) the division of fees is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation and agrees to be available for consultation with the CLIENT; (2) the CLIENT has given *written* consent after full disclosure of the identity of each lawyer, that the fees will be divided, and that the division of fees will be in proportion to the services to be performed by each lawyer or that each lawyer will assume joint responsibility for the representation; (3) except where court approval of the fee division is obtained, the *written* closing statement in a case involving a contingent fee shall be signed by the CLIENT and each lawyer and shall comply with the terms of the ABA Model Rules of Professional Conduct; and (4) the total fee is *not clearly excessive*.

5. COMMUNICATIONS WITH CLIENT: LEAD COUNSEL shall appoint a contact person to keep the CLIENT reasonably informed about the status of the matter in a manner deemed appropriate by the CLIENT. The CLIENT at all times shall retain the authority to decide the disposition of the case and personally oversee and maintain absolute control of the litigation.

Upon conclusion of this matter, LEAD COUNSEL shall provide the CLIENT with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the lawyer from the judgment or settlement involved, and, if applicable, the actual division of the lawyers' fees with a lawyer not in the same firm, as required in Rule 1.5 of the ABA Model Rules of Professional Conduct. The closing statement shall be signed by the CLIENT and each attorney among whom the fee is being divided.

6. REVIEW AND UNDERSTANDING OF THIS AGREEMENT: CLIENT acknowledges its review and understanding of this agreement, having read its contents in its entirety, and CLIENT understands and agrees with all of its provisions. CLIENT acknowledges that nothing in this Agreement makes any promise or guarantee regarding the successful determination of client's claim or causes of action, nor any guarantees regarding the amount of recovery or the type of relief, if any, which Client may obtain therefrom. Further, the Attorneys, its employees or agents, make no such promises or guarantees. Attorneys' comments about the outcome of this matter are expressions of opinion only and the Attorneys make no guarantee as to the outcome of any litigation, settlement or trial proceedings.

SIGNED, this day of________________, 2018.

Harrisonville, Missouri

____

Brian Hasek, Mayor

Accepted:

BERTRAM & GRAF, LLC
4717 Grand Avenue, Suite 800
Kansas City, MO 64112

SKIKOS CRAWFORD SKIKOS & JOSEPH, LLP
One Sansome Street, Suite 2830
San Francisco, CA 94104

WAGSTAFF & CARTMELL, LLP
4740 Grand Avenue, Suite 300
Kansas City, MO 64112

By _________________________________ Date: ____________________

Tom Cartmell
Steve Skikos
Lead Counsel

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **April Clark, Assistant**

DATE: **August 15, 2018**

SUBJECT: **South Hangar Taxi-lane Rehab Project Design Agreement**

Type of Item: *Approval*

Council Bill No. 54

Resolution No.

Resolution A RESOLUTION OF THE BOARD OF ALDERMEN AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH H.W. LOCHNER, INC. FOR DESIGN SERVICES FOR THE SOUTH HANGAR TAXI-LANE REHABILITATION PROJECT AT A COST OF $100,300 AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Harrisonville ("City") needs to make improvements to the south hangar taxi-lane at the Lawrence Smith Memorial Airport;

WHEREAS, the City, through the RFQ process have determined that H.W. Lochner, Inc. ("Lochner") is the most qualified engineer for this project;

WHEREAS, the City wants to engage Lochner as an approved engineer for the airport rehabilitation project that includes engineering, surveying and geotechnical services;

WHEREAS, improvements need to be done to the south hangar taxi-lane due to the advanced age the asphalt;

WHEREAS, over $148,000 in federal grant money is available and needs to be used before the grant funding is lost from 2015,

WHEREAS, the Public Works Committee reviewed the information at its August 7th meeting;

WHEREAS, the Board of Aldermen have reviewed the agreement presented and believe it to be in the best interests of the City to approve the contract with H.W. Lochner, Inc. for design services at a cost of $100,300;

NOW THEREFORE BE IT RESOLVED BY THE HARRISONVILLE BOARD OF ALDERMEN THAT:

Section 1: The City Administrator is hereby authorized and directed by the Board of Aldermen to enter into an agreement on behalf of the City of Harrisonville, Missouri, with H.W. Lochner, Inc. of Chicago, IL, to provide engineering, geotechnical, and survey services for the South Hangar Taxi-lane Rehabilitation Project at the Lawrence Smith Memorial Airport for $100,300.

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

PASSED AND RESOLVED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Harrisonville, Missouri this 20th day of August 2018.

____

Brian Hasek, Mayor & Ex Officio

Chairman of the Board of Aldermen

ATTEST:

____

Randall K. Jones, City Clerk

WITNESS my hand and seal this 20th day of August 2018

City of Harrisonville est. 1836

Design Agreement
LAWRENCE SMITH MEMORIAL AIRPORT
HARRISONVILLE, MISSOURI

To: **Mayor and Board of Aldermen**

From: **James Green, Airport Manager**

Date: **August 14, 2018**

RE: **South Hangar Taxi-lane Rehab Design Agreement**

Type of Item:
An agreement with H.W. Lochner, Inc. for design services for the South Hangar Taxi-lane Rehabilitation Project not to exceed $100,300.

Background:
This is an agreement with H.W. Lochner, Inc. for design services of the South Hangar Taxi-lane Project. Services include engineering, geotechnical, surveying and other technical areas required by the FAA and MoDOT.

Project Info:
If approved, design, survey and geotechnics will begin so they are completed late winter/early spring so the project can be bid and scheduled to begin construction as soon as the weather allows. The taxi-lane construction will be phased to minimize the impact on airport operations and hangar tenants.

Funding:
This project is eligible for federal funding using the entitlement grant available from 2015. These funds will be expiring at the end of the federal fiscal year (Sept. 30th, 2018).

Grants available (2015)	$ 165,000 (including local match)
Total Amount of Design Contract	$100,300
Remaining 2015 Grant Balance	$64,700

The local match for the grant will be 10% ($10,030)

Recommendation:
Staff recommends to the board that the Design Services Agreement with H.W. Lochner, Inc. be approved in the amount not to exceed $100,300.

Airport Name: Lawrence Smith Memorial
Project No.: TBA
County: Cass

AVIATION PROJECT CONSULTANT AGREEMENT
(FEDERAL ASSISTANCE)
(Revision 04/01/2016)

THIS AGREEMENT is entered into by H.W. Lochner, Inc. (hereinafter the "Consultant"), and the City of Harrisonville, Missouri, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Lawrence Smith Memorial Airport; and

WHEREAS, while neither the Missouri Department of Transportation (MoDOT) nor the Federal Aviation Administration (FAA) is a party to this Agreement, MoDOT and/or FAA land acquisition, environmental, planning, design and construction criteria and other requirements will be utilized unless specifically approved otherwise by MoDOT; and

WHEREAS, the Sponsor intends to accomplish a project at the Lawrence Smith Memorial Airport as listed in Exhibit I of this Agreement, entitled "Project Description", which is attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Sponsor, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) DEFINITIONS: The following definitions apply to these terms, as used in this Agreement:

(A) "SPONSOR" means the owner of the airport referenced above.

(B) “SPONSOR’S REPRESENTATIVE” means the person or persons designated in Section (23)(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

(C) "MoDOT" means the Missouri Department of Transportation, an executive branch agency of state government, which acts on behalf of the Missouri Highways and Transportation Commission.

(D) "CONSULTANT" means the firm providing professional services to the Sponsor as a party to this Agreement.

(E) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in Section (23)(B) of this agreement by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Sponsor.

(F) "DELIVERABLES" means all drawings and documents prepared in performance of this Agreement, to be delivered to and become the property of the Sponsor pursuant to the terms and conditions set out in Section (12) of this Agreement.

(G) "DISADVANTAGED BUSINESS ENTERPRISE (DBE)" means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 Code of Federal Regulations (CFR) Part 26, which is certified as a DBE firm in Missouri by MoDOT. Appropriate businesses owned and controlled by women are included in this definition.

(H) "FAA" means the Federal Aviation Administration within the United States Department of Transportation (USDOT), headquartered at Washington, D.C., which acts through its authorized representatives.

(I) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(J) "SUBCONSULTANT" means any individual, partnership, corporation, or joint venture to which the Consultant, with the written consent of the Sponsor, subcontracts any part of the professional services under this Agreement but shall not include those entities which supply only materials or supplies to the Consultant.

(K) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Sponsor either decides to terminate the project or reactivate the services under the conditions then existing.

(L) "TERMINATE", in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Consultant, or the unilateral cancellation of this Agreement by the Sponsor.

(M) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.

(N) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary to accomplish the proposed project detailed in Exhibit I of this Agreement.

(B) The specific services to be provided by the Consultant are set forth in Exhibit II of this Agreement, entitled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Sponsor reserves the right to direct additional services not described in Exhibit II as changed or unforeseen conditions may require. Such direction by the Sponsor shall not be a breach of this Agreement. In this event, a Supplemental Agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost for those additional services. Any changes in the maximum compensation and fee, or time and schedule of completion, will be covered in the Supplemental Agreement. Supplemental Agreements must be approved by MoDOT to ensure additional funding is available.

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

(A) At no cost to the Consultant and in a timely manner, the Sponsor will provide available information of record which is pertinent to this project to the Consultant upon request. In addition, the Sponsor will provide the Consultant with the specific items or services set forth in Exhibit III of this Agreement, entitled "Services Provided by the Sponsor", which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Sponsor and will as expeditiously as possible advise the Sponsor of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the Consultant shall provide new or verified data or information as necessary to meet the standards required under this Agreement. Any additional work required of the Consultant as the result of inaccurate or inadequate information provided by the Sponsor will be addressed per the provisions of Section (3) of this Agreement. The Consultant shall not be liable for any errors, omissions, or deficiencies resulting from inaccurate or inadequate information furnished by the Sponsor which inaccuracies or inadequacies are not detected by the Consultant, unless the errors should have been detected by the Consultant through reasonable diligence.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor; and if none are expressly established in this Agreement, published manuals and policies of MoDOT and FAA which shall be furnished by the Sponsor upon request; and, absent the foregoing, manuals and policies of the FAA, as published and in effect on the date of this Agreement.

(B) Without limiting the foregoing, land acquisition, environmental, planning, design and construction criteria will be in accordance with the information set out in Exhibit II of this Agreement.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction of the Sponsor project associated with this Agreement or during any phase of work performed by others on said project that is based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed design reports, plans and specifications, plans and specifications submitted for review by permit authorities, and plans and specifications issued for construction shall be signed, sealed, and dated by a Professional Engineer registered in the State of Missouri. Incomplete or preliminary plans or other documents, when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the design report, plans and specifications or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and not obscured by other markings, as a disclosure to others that the design report, plans and specifications are incomplete or preliminary. When the design report, plans and specifications are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the design report, plans and specifications shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Sponsor's activities on adjacent projects as may be directed by the Sponsor. This shall include attendance at meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.

(F) In the event any lawsuit or court proceeding of any kind is brought against the Sponsor, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the Sponsor in preparing the Sponsor's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the Sponsor by the Consultant will be compensated at an amount or rate negotiated between the Sponsor and the Consultant as will be identified in a separate agreement between the Sponsor and the Consultant. To the extent the assistance given to the Sponsor by the Consultant was necessary for the Sponsor to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the Sponsor to the Consultant will be reimbursed to the Sponsor.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Sponsor will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 8.00% of the total Agreement dollar value.

(B) Eligibility of DBE's: Only those firms currently certified as DBE's by MoDOT, City of St. Louis/Lambert Airport Authority, Metro, City of Kansas City, and Kansas City Area Transportation Authority are eligible to participate as DBEs on this contract. A list of these firms is available on MoDOT's Office of External Civil Rights webpage at the following address under the MRCC DBE Directory:

http://www.modot.org/business/contractor_resources/External_Civil_Rights/DBE_program.htm

(C) Consultant's Certification Regarding DBE Participation: The Consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

1. Policy: It is the policy of the USDOT and the Sponsor that businesses owned by socially and economically disadvantaged individuals (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 CFR Part 26 apply to this Agreement.

2. Obligation of the Consultant to DBEs: The Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted agreements and contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.

3. Geographic Area for Solicitation of DBEs: The Consultant shall seek DBEs in the same geographic area in which the solicitation for other Subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Consultant may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by the Sponsor to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant who is unable to perform satisfactorily with another DBE Subconsultant. Replacement firms must be approved by the Sponsor and MoDOT.

6. Verification of DBE Participation: Prior to the release of the retained percentage by the Sponsor, the Consultant shall file a list with the Sponsor showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Sponsor for noncompliance with 49 CFR Part 26. If the total DBE participation is less than the goal amount stated by the Sponsor, the Sponsor may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Sponsor, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Sponsor is stated above in Subsection (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in Subsection (7)(C)(8) below is less than the percentage stated in Subsection (7)(A). Good faith efforts to meet this DBE goal

amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Sponsor to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and did not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Sponsor or by the Consultant.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation and agrees to use DBE firms to complete at least TBA% of the total services to be performed under this Agreement, by dollar value. All DBE firms which the Consultant intends to use, including DBE firm participation above and beyond the goal established in Subsection (7)(A), and the type and dollar value of the services each DBE will perform, is as follows:

Airport: Lawrence Smith Memorial
MoDOT Project No.: TBA

(A) DBE NAME AND ADDRESS	(B) TYPE OF DBE SERVICE	(C) DOLLAR VALUE OF DBE SUB-CONTRACT	(D) PERCENT APPLICABLE TO DBE GOAL (100%, 60%)	(E) DOLLAR AMOUNT APPLICABLE TO DBE GOAL (C x D)	(F) PERCENT OF TOTAL CONTRACT (C / TOTAL CONTRACT AMOUNT)
TBA	TBA	$0.00	0%	$0.00	0%
			TOTAL DBE PARTICIPATION	$0.00	0%

9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in Subsection (7)(C)(8) is less than the Sponsor's DBE goal given in Subsection (7)(A), then the Consultant certifies good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Sponsor in Subsection (7)(A). Documentation of the Consultant's good faith efforts is to be submitted with this Agreement to the Sponsor and a copy submitted to MoDOT.

(8) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Agreement without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS (Subconsultant information):

List all Subconsultant(s) to be used for any piece of work outlined in this agreement, excluding DBE Firms listed in the DBE Participation Subsection (7)(C)(8), DBE Participation Obtained by Consultant, in this agreement. If none, write “N/A” in the first row of the first column.

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES	SUBCONTRACT AMOUNT
TBA	TBA	TBA	$0.00

(B) The Consultant agrees and shall require the selected Subconsultants to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the Sponsor or any of its authorized representatives (or any authorized representative of MoDOT or the federal government), and copies thereof shall be furnished.

(C) Unless waived or modified by the Sponsor, the Consultant agrees to require, and shall provide evidence to the Sponsor, that those Subconsultants shall maintain commercial general liability, automobile liability, professional liability and worker's compensation and employer's liability insurance, or alternatively, a comparable umbrella insurance policy submitted to and approved by MoDOT, for not less than the period of services under such subconsultant agreements, and in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the minimum coverage shall not be less than the following amounts:

1. Commercial General Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

2. Automobile Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000.00; and

4. Professional Liability: $1,000,000.00, each claim and in the annual aggregate.

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder, and the Consultant shall assume full liability for the services performed by its Subconsultants.

(E) The payment for the services of any Subconsultants will be reimbursed at cost by the Sponsor in accordance with the submitted invoices for such services, as set forth in Section (9), entitled "Fees and Payments".

(F) The Consultant agrees to furnish a list of any MoDOT-approved DBE Subconsultants under this Agreement upon the request of the Sponsor or MoDOT. Further, the Consultant agrees to report to the Sponsor on a monthly basis the actual payments made by the Consultant to such DBE Subconsultants.

(G) The Consultant agrees that any agreement between the Consultant and any Subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and Subconsultant exceeds Twenty-Five

Thousand Dollars ($25,000). Subconsultant agreements for amounts of $25,000 or less may be lump sum or actual cost plus fixed fee as directed by the Sponsor.

(9) FEES AND PAYMENTS:

(A) The Consultant shall not proceed with the services described herein until the Consultant receives written authorization in the form of a Notice to Proceed from the Sponsor.

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the following basis, except that the lump sum fee for labor, overhead and profit plus other costs will not exceed a maximum amount payable of **$0.00,** which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles to the extent they are considered necessary to the execution of the item of service.

(C) The Consultant's fee shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 CFR Part 31, the Federal Acquisition Regulations (FAR), and 23 CFR 172, Procurement, Management, and Administration of Engineering and Design Related Services. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items in Subsections (9)(C) 1 and 2 will be established based on the latest audit.

5. The Consultant shall provide a detailed man hour/cost breakdown for each phase of the project indicating each job classification with base

wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This information shall be attached hereto and made a part of this Agreement as Exhibit V "Engineering Basic and Special Services -Cost Breakdown".

6. The Consultant shall provide a detailed breakdown of all Subconsultant fees, including overhead and profit, when requested by the Sponsor and/or MoDOT. Once the cumulative amount to be paid to a Subconsultant by the Consultant, as full remuneration for the performance of services, as called for in this Agreement and any supplemental agreements hereafter, equals or exceeds Twenty-Five Thousand Dollars ($25,000), submittal of a separate Exhibit IV, "Derivation of Consultant Project Costs" and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown", prepared to solely reflect the Subconsultant's fees shall be attached hereto and made a part of this Agreement, subject to the process described in Section (3) of this Agreement. These Exhibits prepared to reflect the Subconsultant's fees shall be labeled Exhibit IV-A and Exhibit V-A, respectively.

7. The Consultant shall provide a detailed breakdown of all travel expense, living expense, reproduction expense, and any other expense that may be incurred throughout the project. These expenses must be project specific and not covered in or by an overhead rate.

8. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Sponsor and MoDOT will be required prior to acquisition of reimbursable special equipment.

9. The Consultant agrees to pay each Subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the Consultant's receipt of each payment the Consultant receives from the Sponsor. The Consultant agrees further to return retainage payments to each Subconsultant within 15 days after the Subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE Subconsultants.

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than 30 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress summary, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the

Consultant, within 30 days after the Sponsor 's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary. The payment, other than the fixed fee, will be subject to final audit of actual expenses incurred during the period of the Agreement.

The Sponsor may hold a percentage of the amount earned by the Consultant, not to exceed two percent (2%), until 100% of services as required by Section (2), "Scope of Services," of this Agreement are completed and have been received and approved by the Sponsor and MoDOT. The payment will be subject to final audit of actual expenses during the period of the Agreement. Upon completion and acceptance of all services required by Section (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. As an alternative to withholding two percent (2%) retainage as set forth above, the Sponsor may accept a letter of credit or the establishment of an escrow account in the amount of said retainage and upon such other terms and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the percent retainage will control.

(10) PERIOD OF SERVICE:

(A) The services, and if more than one, then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit VI, "Performance Schedule," attached hereto and made a part of this Agreement. The Consultant and the Sponsor will be required to meet this schedule.

(B) The Consultant and Sponsor will be required to meet the schedules in this Agreement. The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant and no claim for damage shall be made by either party. Requests for extensions of time shall be made in writing by the Consultant before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. The anticipated date of completion of the work, including review time, is stated in Exhibit VI of this Agreement. An extension of time shall be the sole allowable compensation for any such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions. Any extensions or additional costs shall be subject to MoDOT approval.

(C) As used in this provision, the term "delays due to unforeseeable causes" include but are not limited to the following:

1. War or acts of war, declared or undeclared;

2. Flooding, earthquake, or other major natural disaster

preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;

3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;

4. Court proceedings;

5. Changes in services or extra services.

(11) TERMINATION OF AGREEMENT – 2 CFR § 200 Appendix II(B):

(A) Termination for Convenience:

1. The Sponsor may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of the Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Consultant must immediately discontinue all services affected.

2. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

3. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

4. The Sponsor further agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(B) Termination for Default:

1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

2. The terminating party must provide the breaching party seven days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this

clause are in addition to any other rights and remedies provided by law or under this agreement.

3. Termination by the Sponsor:

a. The Sponsor may terminate this Agreement, in whole or in part, for the failure of the Consultant to:

i. Perform the services within the time specified in this Agreement or by Sponsor-approved extension;

ii. Make adequate progress so as to endanger satisfactory performance of the Project;

iii. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

b. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

c. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

d. The Sponsor further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

e. If, after finalization of the termination action, the Sponsor determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.

4. Termination by Consultant:

a. The Consultant may terminate this Agreement in whole or in part, if the Sponsor:

i. Defaults on its obligations under this Agreement;

ii. Fails to make payment to the Consultant in accordance with the terms of this Agreement; or

iii. Suspends the Project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

b. Upon receipt of a notice of termination from the Consultant, the Sponsor agrees to cooperate with the Consultant for the purpose of terminating the Agreement or a portion thereof, by mutual consent. If the Sponsor and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the Agreement.

c. In the event of termination due to Sponsor breach, the Consultant is entitled to invoice the Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. The Sponsor agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the Sponsor upon suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. The Consultant shall have the right to their future use with written permission of the Sponsor;

2. The Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. The Consultant shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. Sponsor, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this Agreement, or under a subgrant or contract under this Agreement; and

II. Any rights of copyright to which Sponsor, its

Consultant or Subconsultant purchases ownership with payments provided by this Agreement.

B. Patents. Rights to inventions made under this Agreement shall be determined in accordance with 37 CFR Part 401. The standard patent rights clause at 37 CFR § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g)(1) of the clause;

II. Paragraphs(g)(2) and (g)(3) of the clause shall be deleted; and

III. Subsection (l) of the clause, entitled "communication" shall read as follows: "(l) Communication. All notifications required by this clause shall be submitted to the Sponsor ".

IV. The following terms in 37 CFR 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Sponsor without further compensation and without restriction or limitation on their use.

(B) Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor, MoDOT, and/or FAA in data files compatible with AutoCAD Civil3D 2017 (specify CADD version) and Adobe PDF. The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 calendar days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this

Agreement. However, any changes requested by the Sponsor during the 60 calendar day acceptance period that constitute Additional Services under Section (3) shall be compensated in accordance with the terms of the Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

3. Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed at the hourly rates established herein plus the cost of materials.

4. The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents with the Consultant Engineer's seal on them will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor.

(C) The Sponsor may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the Sponsor, and the Sponsor shall use same at its sole risk and expense; and (2) the Sponsor shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(13) <u>DECISIONS UNDER THIS AGREEMENT AND DISPUTES</u>:

(A) The Sponsor will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud.

(B) The Sponsor will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Sponsor's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud.

(C) If the Consultant has a claim for payment against the Sponsor which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding Section (23) of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Sponsor. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Sponsor.

(E) The claims procedure in Subsections (13)(C) and (D) does not apply to any claims of the Sponsor against the Consultant. Further, any claims of the Sponsor against the Consultant under this Agreement are not waived or estopped by the claims procedure in Subsections (13)(C) and (D).

(F) Not withstanding Subsections (13)(A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(14) SUCCESSORS AND ASSIGNS: The Sponsor and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(15) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Sponsor, MoDOT, and the FAA from all liability, losses, damages, and judgments for bodily injury, including death and property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and Subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the Sponsor as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the Sponsor for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Sponsor's review, approval or acceptance of or payment for any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this

Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Sponsor on this project arising out of the Consultant's services hereunder.

(16) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverages shall be for not less than the following limits of liability:

1. Commercial General Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

2. Automobile Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000.00; and

4. Professional ("Errors and Omissions") Liability: $1,000,000.00, each claim and in the annual aggregate.

(D) In lieu of the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above, the Consultant may obtain insurance at all times in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Consultant shall obtain insurance with the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above.

(E) The Consultant shall, upon request at any time, provide the Sponsor with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance is in effect, as to the services under this Agreement.

(F) Any insurance policy required as specified in Section (16) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(17) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement does not include construction phase services. Review of shop drawings and other construction phase services can be added by Supplemental Agreement after design has been completed and the construction contract period has been determined.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

(C) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the construction contractor(s)' responsibility under the construction contract(s). The Consultant shall not be responsible for the construction contractor(s)' schedules or failure to carry out the construction work in accordance with the construction contract(s). The Consultant shall not have control over or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractors, agents, or employees, or of any other persons performing portions of the construction work.

(18) NONDISCRIMINATION ASSURANCE: During the performance of this Agreement, the Consultant, for itself, its assigns, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(A) Compliance With Regulations: The Consultant will comply with the "Title VI List of Pertinent Nondiscrimination Acts and Authorities", as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement. In addition, the Consultant shall comply with all state statutes related to nondiscrimination.

(B) Nondiscrimination: The Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(C) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

(D) Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor, MoDOT or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor, MoDOT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

(E) Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Sponsor will impose such contract sanctions as it, MoDOT, or the FAA may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Consultant under this Agreement until the Consultant complies; and/or

2. Cancelling, terminating, or suspending this Agreement, in whole or in part.

(F) Incorporation of Provisions: The Consultant will include these nondiscrimination provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Sponsor, MoDOT or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, that if the Consultant becomes involved in, or is threatened with litigation by a Subconsultant or supplier because of such direction, the Consultant may request the Sponsor or the United States to enter into such litigation to protect the interests of the Sponsor or United States.

(H) Title VI List of Pertinent Nondiscrimination Authorities: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR Part 21 (Non-Discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

9. The FAA's nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or

environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 *et seq*.).

(19) APPROVAL: This Agreement is made and entered into subject to the approval of MoDOT.

(20) AVIATION FEDERAL AND STATE CLAUSES:

(A) Civil Rights – 49 USC § 47123: The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

(B) Trade Restrictions Certification – 49 U.S.C. § 50104, 49 CFR Part 30:

1. By execution of this Agreement, the Consultant certifies that with respect to this Agreement, the Consultant:

A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

C. has not entered into any subcontract for any product to be used on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

2. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or

fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

3. The Consultant must provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subconsultants provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

4. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant:

A. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

B. whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

C. who incorporates in the public works project any product of a foreign country on such USTR list.

5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6. The Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Consultant has knowledge that the certification is erroneous.

7. This certification is a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, MoDOT or the FAA may direct through the Sponsor cancellation of the Agreement for default at no cost to the Sponsor, MoDOT or the FAA.

(C) Eligible Employees - Executive Order 07-13:

1. The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State

of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under this Agreement is eligible and authorized to work in the United States in compliance with federal law. In the event the Consultant fails to comply with the provisions of Executive Order 07-13, or in the event the Sponsor has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Sponsor reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

2. The Consultant shall include the above-provision concerning said Executive Order within every subcontract. The Consultant shall take such action with respect to any subcontract as the Sponsor may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(D) Texting While Driving – Executive Order 13513, DOT Order 3902.10:

1. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

2. In support of this initiative, the Sponsor encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding Three Thousand Five Hundred Dollars ($3,500) and involve driving a motor vehicle in performance of work activities associated with the project.

(E) Veteran's Preference – 49 USC § 47112(c): In the employment of labor (except in executive, administrative, and supervisory positions), the Consultant and all subconsultants must give preference to covered veterans as defined within Title 49 U.S.C. § 47112. Covered veterans include Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

(F) Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.: All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Consultant has full responsibility to monitor compliance to the above-referenced statute and regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

(G) Occupational Safety and Health Act of 1970 – 20 CFR Part 1910: All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and its subconsultants' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

(H) Energy Conservation Requirements – 2 CFR § 200, Appendix II(H): The Consultant and any subconsultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq*.).

(I) Debarment and Suspension (Non-Procurement) – 2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility:

1. By executing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this Agreement.

2. The Consultant, by administering each lower tier subconsultant agreement that exceeds $25,000 as a "covered transaction", must verify each lower tier Subconsultant participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant will accomplish this by:

A. Checking the System for Award Management at website: https://www.sam.gov.

B. Collecting a certification statement similar to the statement in Subsection (20)(I)1.

C. Inserting a clause or condition in the covered transaction with the lower tier Subcontractor.

3. If the Sponsor, MoDOT or the FAA later determines that a lower tier participant failed to disclose to a higher tier that it was excluded or disqualified

at the time it entered the covered transaction, the Sponsor, MoDOT or the FAA may pursue any available remedy, including suspension or debarment of the non-compliant participant.

(J) Lobbying and Influencing Federal Employees – 31 U.S.C. § 1352, 2 CFR § 200, Appendix II(J), 49 CFR Part 20, Appendix A:

1. The Consultant certifies by execution of this Agreement, to the best of its knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Consultant shall require that the language of this Subsection (20)(F) be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisitive for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars ($10,000) and not more than One Hundred Thousand Dollars ($100,000) for each such failure.

(K) Contract Workhours and Safety Standards Act Requirements – 2 CFR § 200 Appendix II (E)):

1. Overtime Requirements: No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such

laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in Subsection (20)(K)1. above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the Sponsor and/or the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Subsection (20)(K)1. above, in the sum of Ten Dollars ($10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Subsection (20)(K)1. above.

3. Withholding for Unpaid Wages and Liquidated Damages: The FAA, MoDOT or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subsection (20)(K)2. above.

4. Subcontractors: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Subsection (20) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Subsection (20).

(L) Breach of Contract Terms Sanctions - 2 CFR §200 Appendix II(A): Any violation or breach of the terms of this Agreement on the part of the Consultant or any Subconsultant may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties of this Agreement. The Sponsor will provide the Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of this Agreement. The Sponsor reserves the right to withhold payments to the Consultant until such time the Consultant corrects the breach or the Sponsor elects to terminate this Agreement. The Sponsor may proceed with termination of this Agreement if the Consultant fails to correct the breach by deadline indicated in the Sponsor's notice. The duties and obligations imposed by the Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

(M) Clean Air and Water Pollution Control – 2 CFR 200 § 200, Appendix II(G): The Consultant agrees:

1. To comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251-1387); and

2. To report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency and the FAA

(21) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Cass County, Missouri. The parties agree that this Agreement is entered into at Harrisonville, Missouri and substantial elements of its performance will take place or be delivered at Harrisonville, Missouri, by reason of which the Consultant consents to venue of any action against it in Cass County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all Subconsultants of the Consultant in the performance of this Agreement.

(22) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Sponsor, MoDOT, the FAA, and the Comptroller General of the United States or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Sponsor has notice of a potential claim against the Consultant and/or the Sponsor based on the Consultant's services under this Agreement, the Consultant, upon written request of the Sponsor, shall retain and preserve its records until the Sponsor has advised the Consultant in writing that the disputed claim is resolved.

(23) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing and shall be effective upon receipt by the Sponsor or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the Sponsor: Notices to the Sponsor shall be addressed and delivered to the following Sponsor's representative, who is hereby designated by the Sponsor as its primary authorized representative for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	James Green		
SPONSOR'S NAME	City of Harrisonville, Missouri		
SPONSOR'S ADDRESS	300 E. Pearl Street Harrisonville, MO 64701		
PHONE	816.380.5039	FAX	
E-MAIL ADDRESS	jamesagreen4@yahoo.com		

The Sponsor reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Sponsor may now or hereafter deem appropriate. Such substitution or designations shall be made by the Sponsor in a written notice to the Consultant.

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE	Ryan M. DaMetz, PE		
CONSULTANT'S NAME	H.W. Lochner, Inc.		
CONSULTANT'S ADDRESS	16105 W. 113th Street, Suite 107 Lenexa, KS 66219		
PHONE	(816) 945-5840	FAX	(816) 945-5841
E-MAIL ADDRESS	rdametz@hwlochner.com		

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Sponsor.

(24) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Consultant shall comply with all local, state, and federal laws and regulations which govern the performance of this Agreement.

(25) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement are a confidential matter between the Consultant and the Sponsor. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news

media, excepting only to Consultant's lawyers, accountants, insurers, and such employees, Subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Sponsor; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information; (2) is received from a third party without any confidentiality obligations; or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Sponsor under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Sponsor, in advance.

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

(27) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Sponsor and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(28) PAYMENT BOND: In the event that any subconsultants are used to supply at least fifty thousand dollars ($50,000) worth of materials and/or labor not within the scope of environmental assessment services or licensed professional services as defined by chapter 327, RSMo, the Consultant shall require any such subconsultants to provide laborers and materialmen with adequate bond security. Payment bonds shall be executed by any such subconsultants with the subconsultant as principal and a surety company authorized to do business in the State of Missouri as surety, and any agent executing the same on behalf of a subconsultant or surety company must attach a current Power of Attorney setting forth sufficient execution authority. Said payment bonds must be acceptable to the Sponsor to cover all materials used, all labor performed, and all insurance premiums necessary to comply with Section 107.170, RSMo, and must be provided to the Sponsor prior to the performance of such subconsultant services under this Agreement.

(29) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Sponsor and the Consultant.

(30) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

(A) Exhibit I: Project Description.

(B) Exhibit II: Scope of Services.

(C) Exhibit IIA: Current FAA Advisory Circulars, Standards, Guidance and MoDOT Standards

(D) Exhibit III: Services Provided by the Sponsor.

(E) Exhibit IV: Derivation of Consultant Project Costs.

(F) Exhibit V: Engineering Basic and Special Services - Cost Breakdown.

(G) Exhibit VI: Performance Schedule

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement, executed by their respective proper officials, on the date last written below.

Executed by the **Consultant** the _______ day of __________________, 20____.

Executed by the **Sponsor** the _______ day of __________________, 20____.

Consultant: H.W. LOCHNER, INC.	Sponsor: CITY OF HARRISONVILLE, MISSOURI
By: ______________________________ Signature	By: ______________________________ Signature
Title: Vice President ____________________.	Title: ______________________________
ATTEST:	ATTEST:
By: ______________________________ Signature	By: ______________________________ Signature
Title: ____Project Manager_____________	Title: ______________________________

Airport: Lawrence Smith Memorial
MoDOT Project No.: TBA

EXHIBIT I

PROJECT DESCRIPTION

Base Bid – Reconstruct South Hangar Taxilanes

Add Alternate No. 1 – Asphalt Pavement Option

Add Alternate No. 2 – Concrete Pavement Option

EXHIBIT II

SCOPE OF SERVICES

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the engineering services enumerated as follows:

The Consultant will perform a topographical survey and pavement and geotechnical investigation required for project design and produce engineer's design report, construction plans, construction documents/technical specifications, tabulation of construction quantities and engineer's opinion of probable construction costs. The Consultant will assist the Sponsor with advertisement for obtaining construction bids, receipt of bids, and award of the construction contract. The services required for construction administration, observation and materials testing may be added to this Agreement by Supplement upon completion of the Design Phase Services. All services will be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes, together with good engineering practice and applicable FAA advisory circulars (AC's), standards, guidance and/or agency orders and MoDOT requirements and changes/revisions current at the time of execution of this Agreement including but not limited to those listed on attached EXHIBIT IIA. The improvements that are being designed on the project shall be consistent with a current and approved Airport Layout Plan.

The Consultant shall not proceed with services herein until a notice-to-proceed is received from the Sponsor unless otherwise requested by the Sponsor.

The following is a detailed description of the specific services that are required by this Agreement.

A. BASIC SERVICES

1. Preliminary Phase

   a. Coordinate with Sponsor and MoDOT to establish scope, schedule, and budget.

   b. Coordinate with subconsultants for topographical survey and pavement and geotechnical investigation scopes.

   c. Develop preliminary engineer's opinion of probable construction cost and project budget.

   d. Assist the Sponsor in preparation of Project Grant Application for funding for submittal to MoDOT.

2. Design Phase – Engineer's Design Report

a. Prepare preliminary design report (bound) bearing the engineer's seal, and submit one (1) copy to the Sponsor and MoDOT for review and comments. As a minimum, the design report will include:

- Description of work (including AIP participation limits).
- Listing of applicable design standards and Advisory Standards.
- Design considerations for airport Operational Safety.
- Existing site conditions including photographs.
- Pavement and geotechnical investigation and laboratory test results.
- Pavement design calculations and proposed typical sections.
- Analysis of alternatives and recommendations.
- Summary of the design computations.
- Justification for selection of design materials
- Life cycle cost analysis (if applicable) and recommendations.
- Pavement marking analysis.
- Surface and subsurface drainage analysis/calculations.
- Seeding/top soiling considerations.
- Identification of modifications to FAA and MoDOT standards along with the reason(s) and justifications for the modifications.
- Summary of preliminary project budget including an engineer's opinion of probable construction cost.
- Miscellaneous work items.
- Summary of recommendations.

b. Finalize design report with consideration of preliminary review comments from the Sponsor and MoDOT.

c. Submit one (1) copy of the final design report to the Sponsor and MoDOT.

3. Design Phase – Plans and Specifications

a. Prepare construction plans and contract documents/technical specifications in accordance with current MoDOT and FAA standards, and other criteria.

1) Prepare construction plans:

The construction plans and the contract documents/technical specifications will delineate the improvements in the project and will identify the Base Bid and Add Alternates portions of the project. The construction plans will generally include the following:

- Title Sheet
- General Airport Layout Plan and General Notes
- Construction Safety and Phasing Plan (CSPP)
- Typical Sections and Summary of Quantities
- Demolition Plan
- Plans & Profiles
- Spot Elevations
- Grading and Drainage Plan
- Seeding Plan
- Temporary Erosion Control Plan and Details
- Miscellaneous Drainage Details
- PCCP Joint Plan and Details
- Pavement Marking Plan and Details
- Cross Sections

2) Prepare Contract Documents/Technical Specifications

3) Revise plan quantities and preliminary engineers' opinion of probable construction cost and project budget.

4) Submit Construction Plans, Contract Documents/Technical Specifications, engineer's opinion of probable construction costs and project budget to the Sponsor and MoDOT for review and comments. The Sponsor and MoDOT will be provided with one (1) copy of each document.

5) Finalize Construction Plans and Contract Documents/Technical Specifications with consideration of preliminary review comments from the Sponsor and MoDOT.

b. Submit a Final Design Report (1 copy), final sealed set of Construction Plans and Contract Documents/Technical Specifications (1 copy each), Engineer's Opinion of Probable Construction Cost and Project Budget to the Sponsor and MoDOT.

4. Bidding Phase

a. Assist the Sponsor with advertisement for bids and send "Notice to Bidders" to prospective contractors. (Sponsor shall place advertisements in appropriate media.)

b. Print and distribute Construction Plans and Contract Documents/Technical Specifications to plan holding houses and prospective Bidders.

c. Attend and coordinate a pre-bid meeting in Harrisonville, Missouri.

d. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Documents/Technical Specifications during the bidding phase.

e. Attend and conduct the bid opening, tabulate and analyze bid results, review contractor's qualifications, and make recommendation of contract award to Sponsor.

B. SPECIAL SERVICES

1. Administrative Assistance

a. Assist the Sponsor in preparation of required Sponsor Certifications throughout the Project for submittal to MoDOT.

b. Assist the Sponsor in preparation of grant reimbursement requests throughout the Project for submittal to MoDOT.

c. Coordinate with the Sponsor and MoDOT, and answer questions during the course of the Project.

d. Prepare and submit FAA Form 7460 for project limits identified in the CSPP.

2. Field Survey – Engineering Design

a. Perform field surveys as required. The survey area as depicted on the attached Exhibit A will consist of the following:

1) Coordinate access to the Project site with the Airport.

2) Establish survey baselines for improvement areas and set horizontal control points as shown on Exhibit A for use during the survey and construction. The horizontal control points shall be established on NAD 83 or better control.

3) Establish vertical control at the site based upon U.S.G.S. NAVD 88 datum and set benchmark for use during construction within close proximity to the Project site.

4) Obtain full cross section elevations along existing taxilanes at 25' intervals. Each cross section will contain elevations at the centerline, edges of pavement, grade breaks, and midpoints between grade breaks with readings no greater than 25' apart.

5) Obtain full cross sections and topography within the survey limits. This will include location and elevation of existing pavements, utilities,

structures and other existing features and shall include:

(1) Spot elevations

a) Earth – to nearest 0.10 ft.

i. Elevations at 50' intervals longitudinally

ii. Elevations at features and grade changes maximum 50' transverse

b) Pavement – to nearest 0.01 ft.

i. Elevations at 25' intervals longitudinally

ii. Elevations transverse evenly spaced at a maximum spacing of 25'

(2) Visual and Underground Utilities within the Survey Limits – water, gas, electric, telephone, etc.

a) Type, size, approximate depth, and location

b) Fire hydrant locations

c) Manholes, handholes, meter pits, catch basins, inlets

i. Size and location

ii. Top and invert elevations

(3) Fence – type, height, gate sizes, corner and end posts, braces

(4) Culverts – Size, length, material, invert elevations

(5) Airport Features – lights, guidance signs, ducts, handholes, junction boxes, underdrains, etc.

(6) Buildings – overall dimensions of structure and limits of door openings into hangar units

3. Geotechnical and Pavement Investigation

a. Request and coordinate all utility locate services prior to drilling operations.

b. Perform a minimum of nine (9) pavement and soil borings (BH-1 through BH-9) at the locations shown on Exhibit B extended to a maximum depth of 10' below the existing ground surface or to auger refusal if encountered prior to reaching a depth of 10' to determine pavement and base course (if applicable) thicknesses. The material from the test holes shall be visually classified and logged, and the hole shall be visually examined for free water. Include photos of the pavement cores in the report.

c. Perform geotechnical investigation and laboratory tests required for project design. As depicted on the attached Exhibit B, two (2) shallow pit soil samples (TP-1 and TP-2) shall be taken at the approximate locations shown. The sample shall be taken 1' to 2' below the existing ground surface. In addition, the soil auger cuttings from the upper 2' of borings BH-4 through BH-6 shall be collected and combined to form a third bulk soil sample.

d. All pavement cores will be backfilled with soil and the top five inches filled with either a packaged concrete mix or cold mix asphalt. The shallow pit soil sample holes shall also be filled back to the original ground surface with compacted soil.

e. Perform laboratory testing of the individual shallow pit and combined auger cuttings soil samples (three samples total). The laboratory testing for the samples will include liquid and plastic limits (Atterberg Limits), grain size analysis (hydrometer method), standard proctor compaction test (moisture-density relationship), remolded California Bearing Ratio (CBR) test and classification of the sample in accordance with the Unified Soil Classification System (USCS).

f. Prepare a site specific written geotechnical report providing a discussion of the field and laboratory procedures and results, observations related to materials encountered during the drilling, results of laboratory tests, and boring logs. If subgrade treatment or modification is required, recommendations related to subgrade preparation and modification will also be presented in the report.

4. Land Disturbance Permit / SWPPP

a. Prepare Missouri Department of Natural Resources (MoDNR) general permit applications Form E and Form G for construction and land disturbance activity greater than 1 acre. Applications will be provided to the Sponsor for submittal to MoDNR.

b. Prepare Storm Water Pollution Prevention Plan (SWPPP) for the construction project to be retained on site. The purpose of the SWPPP is to ensure the design, implementation, management, and maintenance of Best Management Practices (BMPs) in order to reduce the amount of sediment and other pollutants in storm water discharges associated with the land disturbance activities; comply with the Missouri Water Quality Standards; and ensure compliance with the terms and conditions of the general permit.

c. Assist Sponsor in preparation of environmental clearance letter.

C. CONSTRUCTION SERVICES

These services can be added by Supplemental Agreement per Section (17) of this Agreement.

Airport: Lawrence Smith Memorial
MoDOT Project No.: TBA

EXHIBIT IIA
CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED PROJECTS

Updated March 25, 2016

View the most current versions of these ACs and any associated changes at http://www.faa.gov/airports/resources/advisory_circulars/.

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Progress
150/5100-13B	Development of State Standards for Non Primary Airports
150/5200-28E	Notices to Airmen (NOTAMS) for Airport Operations
150/5200-30C Change 1	Airport Winter Safety and Operations
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Airport Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Airport Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials

Airport: Lawrence Smith Memorial
MoDOT Project No.: TBA

150/5220-20A	Airport Show and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13 A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
105/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength-PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids

Airport: Lawrence Smith Memorial
MoDOT Project No.: TBA

150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification for L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884 Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing & Graphics

Airport: Lawrence Smith Memorial
MoDOT Project No.: TBA

150/5360-13 Change 1	Planning and Design Guidance for Airport Terminal Facilities
150/5360-14	Access to Airports by Individuals with Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases
150/5100-14E	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 – 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150-5370-6D	Construction Progress and Inspection Report – Airport Improvement Program (AIP)
150-5370-12B	Quality Control of Construction for Airport Grant Projects
MoDOT	MoDOT DBE Program- http://www.modot.org/ecr/index.htm

Airport: Lawrence Smith Memorial
MoDOT Project No.: TBA

EXHIBIT III

SERVICES PROVIDED BY THE SPONSOR

The Sponsor, as a part of this Agreement, shall provide the following:

1. Assist the Consultant in arranging to enter upon public and private property as required for the Consultant to perform his services.

2. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

3. Prompt written notice to the Consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the Consultant's services.

4. One (1) copy of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project.

5. Pay all publishing costs for advertisements of notices, public hearings, request for proposals and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities, and shall secure the necessary land easements and/or rights-of-way required for the project.

6. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.

7. Disadvantaged business enterprise (DBE) goals for the project based upon proposed bid items, quantities and opinions of construction costs.

8. Guidance for assembling bid package to meet Sponsor’s bid letting requirements.

9. Designate contact person (see Section (23)(A)).

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

PROJECT DESCRIPTION

BASE BID - RECONSTRUCT SOUTH HANGAR TAXILANES
ADD ALTERNATE NO. 1 - ASPHALT PAVEMENT OPTION
ADD ALTERNATE NO. 2 - CONCRETE PAVEMENT OPTION

MODOT PROJECT NO. TBD
LAWRENCE SMITH MEMORIAL AIRPORT
HARRISONVILLE, MISSOURI

BASIC AND SPECIAL SERVICES

August 9, 2018

1. DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST ($)
Principal	2	$65.00	$ 130.00
Project Manager	53	$60.00	$ 3,180.00
Design Engineer II	136	$45.00	$ 6,120.00
Design Engineer I	273	$38.00	$ 10,374.00
Environmental Scientist	23	$36.00	$ 828.00
Technician	190	$25.00	$ 4,750.00
Administrative Asst.	66	$22.00	$ 1,452.00

Total Direct Salary Costs = **$ 26,834.00**

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 175.25% = **$ 47,026.59**

3. SUBTOTAL:

Items 1 and 2 = **$ 73,860.59**

4. PROFIT:

15% of Item 3 Subtotal = **$ 11,079.09**

Subtotal of Items 3 and 4 **$ 84,939.67 Lump Sum Fee**

5. OUT-OF-POCKET EXPENSES:

a. Mileage	170	miles @ $0.545/mile =	$ 92.65
b. Meals	0	@ $51.00/day =	$ -
c. Motel	0	days @ $93.00/day =	$ -
d. Mailing & Misc. Expenses		=	$ 267.67

Total Out-of-Pocket Expenses = **$ 360.32 Not to Exceed**

6. SUBCONTRACT COST:

a. Field Survey - Engineering Design (Subconsultant TBA) - Est. **$ 5,000.00 Lump Sum Fee**
b. Geotechnical & Pavement Investigation (Subconsultant TBA) - Est. **$ 10,000.00 Lump Sum Fee**

7. TOTAL FEE:

Items 3, 4, 5 and 6 **$ 100,300.00 Not to Exceed**

EXHIBIT V
ENGINEERING BASIC AND SPECIAL SERVICES - COST BREAKDOWN

PROJECT DESCRIPTION

BASE BID - RECONSTRUCT SOUTH HANGAR TAXILANES
ADD ALTERNATE NO. 1 - ASPHALT PAVEMENT OPTION
ADD ALTERNATE NO. 2 - CONCRETE PAVEMENT OPTION

LAWRENCE SMITH MEMORIAL AIRPORT
HARRISONVILLE, MISSOURI

August 9, 2018

Classification: / Hourly Rate:			Principal $205.75	Project Manager $189.92	Design Engineer II $142.44	Design Engineer I $120.28	Environ. Scientist $113.95	Technician $79.13	Admin. Assistant $69.64	Other Costs
A. BASIC SERVICES										
1. Preliminary Phase:			2	16	12	3	0	4	5	(2)
Labor Subtotal =	$	6,185.14	$411.50	$3,038.76	$1,709.30	$360.85	$0.00	$316.54	$348.19	
Expense Subtotal =	$	14.86								$ 14.86
Subconsultant Subtotal =	$	-								$ -
Total Fee =	**$**	**6,200.00**								
2. Design Phase - Engineer's Design Report:			0	8	26	88	0	36	12	(2)
Labor Subtotal =	$	19,492.38	$0.00	$1,519.38	$3,703.49	$10,585.01	$0.00	$2,848.84	$835.66	
Expense Subtotal =	$	7.62								$ 7.62
Subconsultant Subtotal =	$	-								$ -
Total Fee =	**$**	**19,500.00**								
3. Design Phase - Plans and Specs:			0	14	46	164	0	138	18	(1,2)
Labor Subtotal =	$	41,111.89	$0.00	$2,658.92	$6,552.33	$19,726.62	$0.00	$10,920.54	$1,253.49	
Expense Subtotal =	$	88.11								$ 88.11
Subconsultant Subtotal =	$	-								$ -
Total Fee =	**$**	**41,200.00**								
4. Bidding Phase:			0	10	25	10	0	4	11	(1,2)
Labor Subtotal =	$	7,745.67	$0.00	$1,899.23	$3,561.05	$1,202.84	$0.00	$316.54	$766.02	
Expense Subtotal =	$	54.33								$ 54.33
Subconsultant Subtotal =	$	-								$ -
Total Fee =	**$**	**7,800.00**								
PART A SUBTOTAL =	**$**	**74,700.00**								

Classification: Hourly Rate:		Principal $205.75	Project Manager $189.92	Design Engineer II $142.44	Design Engineer I $120.28	Environ. Scientist $113.95	Technician $79.13	Admin. Assistant $69.64	Other Costs
B. SPECIAL SERVICES									
1. Administrative Assistance:		0	5	15	0	0	4	12	(2)
Labor Subtotal =	$ 4,238.44	$0.00	$949.61	$2,136.63	$0.00	$0.00	$316.54	$835.66	
Expense Subtotal =	$ 61.56								$ 61.56
Subconsultant Subtotal =	$ -								$ -
Total Fee =	**$ 4,300.00**								
2. Field Survey - Engineering Design:		0	0	4	4	0	4	0	(2,3)
Labor Subtotal =	$ 1,367.44	$0.00	$0.00	$569.77	$481.14	$0.00	$316.54	$0.00	
Expense Subtotal =	$ 32.56								$ 32.56
Subconsultant Subtotal =	$ 5,000.00								$ 5,000.00
Total Fee =	**$ 6,400.00**								
3. Geotechnical and Pavement Investigation:		0	0	8	0	0	0	0	(2,3)
Labor Subtotal =	$ 1,139.54	$0.00	$0.00	$1,139.54	$0.00	$0.00	$0.00	$0.00	
Expense Subtotal =	$ 60.46								$ 60.46
Subconsultant Subtotal =	$ 10,000.00								$ 10,000.00
Total Fee =	**$ 11,200.00**								
4. Land Disturbance Permit / SWPPP:		0	0	0	4	23	0	8	(2)
Labor Subtotal =	$ 3,659.17	$0.00	$0.00	$0.00	$481.14	$2,620.93	$0.00	$557.11	
Expense Subtotal =	$ 40.83								$ 40.83
Subconsultant Subtotal =	$ -								$ -
Total Fee =	**$ 3,700.00**								
PART B SUBTOTAL =	**$ 25,600.00**								
GRAND TOTAL =	**$ 100,300.00**								

(1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Vendor Services

Exhibit V-2

EXHIBIT VI

PERFORMANCE SCHEDULE

The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the following time schedule:

A. BASIC SERVICES

1. Preliminary Phase	As Required
2. Design Phase – Engineer's Design Report	
a. Submittal of Preliminary Design Report	**(45)** calendar days after completion of Item B.3.
c. Submittal of Final Design Report	**(30)** calendar days after receipt of review comments for Item A.3.a.
3. Design Phase – Plans & Specifications	
a. Submittal of Preliminary Plans and Contract Documents/Specifications for review	**(60)** calendar days after receipt of review comments for Item A.2.a.
b. Submittal of Final Design Report, Plans and Contract Documents/Specifications for bidding	**(30)** calendar days after receipt of review comments for Item A.3.a.
4. Bidding Phase	As Required

B. SPECIAL SERVICES

1. Administrative Assistance	As Required
2. Field Survey – Engineering Design	**(30)** calendar days after receipt of NTP
3. Geotechnical and Pavement Investigation	**(45)** calendar days after receipt of NTP
4. Land Disturbance Permit / SWPPP	As Required

C. CONSTRUCTION SERVICES

May be Added by Supplemental Agreement

Drawing Name: I:\KAC\PRJ\000014844\TASK ORDER 01\PB FILES\AE\ACAD\Harrisonville Survey Exhibit.dwg Aug 10,2018 - 12:06pm

LOCHNER

16105 W. 113th Street | Suite 107 | Lenexa, Kansas 66219

CITY OF HARRISONVILLE, MISSOURI

LAWRENCE SMITH MEMORIAL AIRPORT

PROJECT NO.	000014 4	
DRAWN BY	IJW	08/10 8
CHECKED BY	MJJ	08/10 8
DESIGNED BY	IJW	08/10 8
REVISIONS		

EXHIBIT A:
SURVEY LIMIT

A

Drawing Name: I:\KAC\PRJ\000014844\TASK ORDER 01\PB FILES\AE\ACAD\Harrisonville Geotech Exhibit.dwg Aug 10,2018 - 10:57am

LOCHNER

16105 W. 113th Street | Suite 107 | Lenexa, Kansas 66219

CITY OF HARRISONVILLE, MISSOURI

LAWRENCE SMITH MEMORIAL AIRPORT

Attachment: #2a Aviation_Project_Consultant_Agreement_Taxilane Reconst. (LRY)_DRAFT (1) (South Hangar Taxi-lane Rehab Project Design Agreement)

PROJECT NO.	00001
DRAWN BY IJW	08/10
CHECKED BY MJJ	08/10
DESIGNED BY IJW	08/10
REVISIONS	

EXHIBIT B:
GEOTECH LIMI

B

LAWRENCE SMITH MEMORIAL AIRPORT
MoDOT PROJECT NO. .

QUALITY ACCEPTANCE TESTING PLAN SUMMARY
BASE BID + ADD ALTERNATE NO. 2

ATTACHMENT ‘A’

Specification Item No.: **P-152**

Specification Item Description: **Excavation, Subgrade, and Embankment**

Test Description	Standard Method (ASTM, AASHTO)	Frequency of Tests	Estimated Number of Tests	Acceptance/Tolerance
Standard Proctor	ASTM D 698	Each Soil Type	2	N/A

Specification Item No.: **P-154/219**

Specification Item Description: **Aggregate Subbase Course**

Estimated Quantity = 9,000 S.Y. 12” Subbase Course

Test Description	Standard Method (ASTM, AASHTO)	Frequency of Tests	Estimated Number of Tests	Acceptance/Tolerance
Standard Proctor	ASTM D 698	1 Per Job	1	N/A

Specification Item No.: **P-208/209**

Specification Item Description: **Aggregate Base Course**

Estimated Quantity = 9,000 S.Y. 12” Base Course

Test Description	Standard Method (ASTM, AASHTO)	Frequency of Tests	Estimated Number of Tests	Acceptance/Tolerance
Standard Proctor	ASTM D 698	1 Per Job	1	N/A

Specification Item No.: **P-501**

Specification Item Description: **Portland Cement Concrete Pavement**

Estimated Quantity = 7,500 S.Y.
Per Specification Section 501-5.1, Lot Size: 1 Days Production not to exceed 2,000 c.y., 4 Sublots per Lot. Assume 12 Lots

Test Description	Standard Method (ASTM, AASHTO)	Frequency of Tests	Estimated Number of Tests	Acceptance/Tolerance
Compressive Strength	ASTM C-39	2 Per Sublot	96	90 PWL Min.
Slump	ASTM C-143	1 Per Sublot	48	P-501-6.3, Control Chart Limits
Temperature	ASTM C-1064	1 Per Sublot	48	90 °F Max.
Air Content	ASTM C-231 or ASTM C-173	1 Per Sublot	48	P-501-6.3, Control Chart Limits

** Determine Lot Pay Factor in accordance with Specification 501-8.1a., utilizing acceptance test results.

STAFF REPORT

TO: Board of Aldermen

FROM: April Clark, Assistant

DATE: August 15, 2018

SUBJECT: South Hangar Taxi-lane Project Construction Services Agreement

Type of Item: *Approval*

Council Bill No. 55

Resolution No.

Resolution A RESOLUTION OF THE BOARD OF ALDERMEN AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH H.W. LOCHNER, INC. FOR CONSTRUCTION SERVICES FOR THE SOUTH HANGAR TAXI-LANE REHABILITATION PROJECT AT A COST OF $126,900 AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Harrisonville ("City") needs to make improvements to the south hangar taxi-lane at the Lawrence Smith Memorial Airport;

WHEREAS, the City, through the RFQ process have determined that H.W. Lochner, Inc. ("Lochner") is the most qualified engineer for this project;

WHEREAS, The City would like to engage Lochner as an approved engineer for the airport rehabilitation project that includes construction oversight and is contingent upon approval of the design services agreement;

WHEREAS, improvements need to be done to the south hangar taxi-lane due to the advanced age the asphalt;

WHEREAS, over $200,000 in federal grant money from 2015 and 2016 is available and 2015 grant funding is set to expire September 30, 2018;

WHEREAS, the Public Works Committee reviewed the information at its August 7th meeting;

WHEREAS, the Board of Aldermen have reviewed the agreement presented and believe it to be in the best interests of the City to approve the contract with H.W. Lochner, Inc. for construction services at a cost of $126,900;

NOW THEREFORE BE IT RESOLVED BY THE HARRISONVILLE BOARD OF ALDERMEN THAT:

Section 1: The City Administrator is hereby authorized and directed by the Board of Aldermen to enter into an agreement on behalf of the City of Harrisonville, Missouri, with H.W. Lochner, Inc. of Chicago, IL, to provide construction services for the South Hangar Taxi-lane Rehabilitation Project at the Lawrence Smith Memorial Airport for $126,900.

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

PASSED AND RESOLVED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Harrisonville, Missouri this 20th day of August 2018.

____

Brian Hasek, Mayor & Ex Officio

Chairman of the Board of Aldermen

ATTEST:

____

Randall K. Jones, City Clerk

WITNESS my hand and seal this 20th day of August 2018

City of Harrisonville est. 1836

Const. Services Agreement

LAWRENCE SMITH MEMORIAL AIRPORT
HARRISONVILLE, MISSOURI

To: **Mayor and Board of Aldermen**

From: **James Green, Airport Manager**

Date: **August 14, 2018**

RE: **South Hangar Taxi-lane Rehab Const. Services Agreement**

Type of Item:
An agreement with H.W. Lochner, Inc. in the amount not to exceed $126,900 for construction services for the South Hangar Taxi-lane Rehabilitation Project.

Background:
This contract is for construction services associated with the South Hangar Taxi-lane Rehabilitation Project. Presentation of this agreement is contingent upon approval of the design services agreement present in the previous agenda item. If approved H.W. Lochner, Inc. would provide construction services for this project.

Funding for this agreement is being requested at this time to keep grant funds from expiring at the end of the federal fiscal year (Sept. 30, 2018).

Funding:
This project is eligible for federal funding using the entitlement grant remaining from 2015 and partial 2016 available funds. The remaining 2015 funds will expire at the end of the federal fiscal year (Sept. 30, 2018)

Grants available (remaining 2015)	$ 64,700
(available 2016)	$165,000
Grant Total	$229,700
-Construction Services Agreement	$126,900
Remaining 2016 Grant	$102,800

The local match for the grant will be 10% ($12,690).

Recommendation:
Staff recommends to the board that the Construction Services Agreement with H.W. Lochner, Inc. be approved in the amount not to exceed $126,900.

Airport Name: Lawrence Smith Memorial
Project No.: TBA
County: Cass

AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1
CONSTRUCTION SERVICES

THIS SUPPLEMENTAL AGREEMENT NO. 1 for Construction Services is entered into by the City of Harrisonville, Missouri (hereinafter, "Sponsor") and H.W. Lochner, Inc. (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on , to accomplish a project at the Lawrence Smith Memorial Airport, (hereinafter, "Original Agreement"); and

WHEREAS, the Sponsor and the Consultant now desire to enter into Supplemental Agreement No. 1 to otherwise complete, extend or continue the Original Agreement as provided herein.

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

(1) SCOPE OF SERVICES:

(A) The Services to be provided by the Consultant under Supplemental Agreement No. 1 are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are generally described and defined in Section (16)(State) or (17)(Federal) of the Original Agreement and Exhibit II - SA1, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section (8)(State) or (9)(Federal) of the Original Agreement.

(B) The costs of Supplemental Agreement No. 1 shall be in addition to the cost of the Original Agreement.

(C) The lump sum fee and maximum amount payable included in Section (8)(State) or (9)(Federal) of the Original Agreement are hereby modified to be cost plus fixed fee not to exceed as follows:

	ORIGINAL AMOUNT	SUPPLEMENTAL AGREEMENT NO. 1	TOTAL
Fixed Fee	$0.00	$0.00	$0.00
Max. Fee Payable	$0.00	$0.00	$0.00

(D) Estimated costs for the services in Supplemental Agreement No. 1 are defined in Exhibit IV - SA1 and Exhibit V - SA1, which are attached hereto and incorporated herein by reference.

(3) PERIOD OF SERVICE: Exhibit VI, Performance Schedule, of the Original Agreement is hereby revised to include time for the performance of these additional services. The total time to be added to Exhibit VI for completion of these additional services shall be 90 calendar days. The projected completion date shown on Exhibit VI is now revised to 90 Calendar Days from Project Final Acceptance, which includes time for performance of all remaining services in the Original Agreement and the services in Supplemental Agreement No. 1 and submittal of all deliverables.

(4) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Supplemental Agreement No. 1. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is TBD% of the total Supplemental Agreement No. 1 dollar value.

(B) DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete TBD% of the total services to be performed under this Supplemental Agreement No. 1 by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDDRESS	TYPE OF DBE SERVICE	TOTAL $ VALUE OF THE DBE SUBCONTRACT	CONTRACT $ AMOUNT TO APPLY TO TOTAL DBE GOAL	% OF SUBCONTRACT $ VALUE APPLICABLE TO TOTAL GOAL
TBD				

(5) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Supplemental Agreement No. 1 without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Supplemental Agreement No. 1.

Exceptions (Subconsultant Information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
TBD		

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement No. 1, the Original Agreement between the parties shall remain in full force and effect and the terms of the Original Agreement shall extend and apply to this Supplemental Agreement No. 1.

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement No. 1 on the date last written below.

Executed by the Consultant this _____ day of _______________, 20 ____.

Executed by the Sponsor this _____ day of _______________, 20 ____.

CONSULTANT

By______________________________

Title______________________________

ATTEST:

By______________________________

Title______________________________

Approved as to Form:

By______________________________

Title______________________________

SPONSOR

By______________________________

Title______________________________

ATTEST:

By______________________________

Title______________________________

Approved as to Form:

By______________________________

Title______________________________

EXHIBIT II - SA1

C. CONSTRUCTION SERVICES

1. Preliminary

   a. Prepare copies of the Construction Plans and Project Manual for use by the Contractor during construction.

   b. Develop a **[Federal-Construction Observation Program]** in accordance with MoDOT requirements.

   c. Include a sealed, signed and dated copy of the Construction Observation Program (COP) with this executed Supplemental Agreement.

   d. Attend and conduct a pre-construction conference. Minutes of the conference will be prepared and distributed to all attendees.

2. Provide construction administration, on-site construction observation, and material(s) testing per the COP:

   a. Provide construction observation services, including preparation of weekly reports and other reports as required by the COP to document the prosecution and progress of the Project.

   b. Review shop drawings and material certification submittals as provided by the Contractor.

   c. Perform material(s) testing (field and laboratory) as required by the COP.

   d. Respond to field issues throughout the duration of the project.

   e. Prepare Contractor's progress estimates and Sponsor's request for reimbursement of funds.

   f. Prepare change orders and supplemental agreements necessary for construction of the project.

   g. Attend and conduct a final review of the Project with the Sponsor, MoDOT, and the Contractor

3. Project Closeout Phase

   a. Prepare and submit to the Sponsor and MoDOT one (1) electronic set of record drawings on a compact disc (CD) in .pdf format copied to a single file.

   b. Prepare and submit to the Sponsor and MoDOT a Final Testing Report as required by the COP.

   ~~c. Prepare and submit to the Sponsor an updated **[Airport Layout Drawing (ALD)] [Airport Layout Plan (ALP)]** showing as-built conditions.~~

   d. Provide MoDOT with all closeout documents as required for project final acceptance.

EXHIBIT IV-SA1
DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)

PROJECT DESCRIPTION

BASE BID - RECONSTRUCT SOUTH HANGAR TAXILANES
ADD ALTERNATE NO. 1 - ASPHALT PAVEMENT OPTION
ADD ALTERNATE NO. 2 - CONCRETE PAVEMENT OPTION

90 CALENDAR DAY CONSTRUCTION

MODOT PROJECT NO. TBD
LAWRENCE SMITH MEMORIAL AIRPORT
HARRISONVILLE, MISSOURI

CONSTRUCTION SERVICES

August 9, 2018

1. **DIRECT SALARY COSTS:**

TITLE	HOURS	RATE/HOUR	COST ($)
Principal	9	$65.00	$ 585.00
Project Manager	63	$60.00	$ 3,780.00
Construction Observer II (*)	667	$35.00	$ 23,345.00
Design Engineer I	77	$38.00	$ 2,926.00
Technician	99	$25.00	$ 2,475.00
Administrative Asst.	41	$22.00	$ 902.00

Total Direct Salary Costs = **$ 34,013.00**

2. **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 175.25% = **$ 59,607.78**

3. **SUBTOTAL:**

Items 1 and 2 = **$ 93,620.78**

4. **PROFIT:**

15% of Item 3 Subtotal = **$ 14,043.12**

Subtotal of Items 3 and 4 **$ 107,663.90 Not to Exceed**

5. **OUT-OF-POCKET EXPENSES:**

a. Mileage	7,700	miles @$0.545/mile =	$ 4,196.50
b. Meals	70	days @ $51.00/day =	$ 3,570.00
c. Motel	0	days @ $93.00/day =	$ -
d. Materials & Supplies		=	$ 169.60

Total Out-of-Pocket Expenses = **$ 7,936.10 Not to Exceed**

6. **SUBCONTRACT COST:**

a. Materials Testing (Subconsultant TBA) - Est. **$ 11,300.00**

Total Subcontract Costs = **$ 11,300.00 Not to Exceed**

7. **MAXIMUM TOTAL FEE:**

Items 3, 4, 5 and 6 **$ 126,900.00 Not to Exceed**

(*) Construction Observation time based on 50 hrs per week during construction activities.

EXHIBIT V-SA1
ENGINEERING CONSTRUCTION SERVICES - COST BREAKDOWN

BASE BID - RECONSTRUCT SOUTH HANGAR TAXILANES
ADD ALTERNATE NO. 1 - ASPHALT PAVEMENT OPTION
ADD ALTERNATE NO. 2 - CONCRETE PAVEMENT OPTION

LAWRENCE SMITH MEMORIAL AIRPORT
HARRISONVILLE, MISSOURI

CONSTRUCTION SERVICES
August 9, 2018

Classification:		Principal	Project Manager	Construction Observer II	Design Engineer I	Technician	Admin. Assistant	Other Costs
Hourly Rate:		$205.75	$189.92	$110.79	$120.28	$79.13	$69.64	
C. CONSTRUCTION SERVICES								
1. Preliminary:								
		1	10	8	24	28	26	(1,2)
Total =	$10,000.00	$205.75	$1,899.23	$886.31	$2,886.82	$2,215.76	$1,810.59	$ 95.54
2. Project Administration and Construction Observation:								
		8	46	659	39	43	6	(1,2,3)
Total =	$111,000.00	$1,646.00	$8,736.44	$73,009.37	$4,691.09	$3,402.78	$417.83	$ 19,096.50
3. Project Closeout Phase:								
		0	7	0	14	28	9	(1,2)
Total =	$5,900.00	$0.00	$1,329.46	$0.00	$1,683.98	$2,215.76	$626.74	$ 44.06
TOTAL =	**$126,900.00**							

(1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Vendor Services

Exhibit V-SA1-1

Exhibit V-SA1

LAWRENCE SMITH MEMORIAL AIRPORT
MoDOT PROJECT NO. __________.

QUALITY ACCEPTANCE TESTING PLAN SUMMARY
BASE BID + ADD ALTERNATE NO. 2

ATTACHMENT 'A'

Specification Item No.: **P-152**

Specification Item Description: **Excavation, Subgrade, and Embankment**

Test Description	Standard Method (ASTM, AASHTO)	Frequency of Tests	Estimated Number of Tests	Acceptance/Tolerance
Standard Proctor	ASTM D 698	Each Soil Type	2	N/A

Specification Item No.: **P-154/219**

Specification Item Description: **Aggregate Subbase Course**

Estimated Quantity = 9,000 S.Y. 12” Subbase Course

Test Description	Standard Method (ASTM, AASHTO)	Frequency of Tests	Estimated Number of Tests	Acceptance/Tolerance
Standard Proctor	ASTM D 698	1 Per Job	1	N/A

Specification Item No.: **P-208/209**

Specification Item Description: **Aggregate Base Course**

Estimated Quantity = 9,000 S.Y. 12” Base Course

Test Description	Standard Method (ASTM, AASHTO)	Frequency of Tests	Estimated Number of Tests	Acceptance/Tolerance
Standard Proctor	ASTM D 698	1 Per Job	1	N/A

Specification Item No.: **P-501**

Specification Item Description: **Portland Cement Concrete Pavement**

Estimated Quantity = 7,500 S.Y.
Per Specification Section 501-5.1, Lot Size: 1 Days Production not to exceed 2,000 c.y., 4 Sublots per Lot. Assume 12 Lots

Test Description	Standard Method (ASTM, AASHTO)	Frequency of Tests	Estimated Number of Tests	Acceptance/Tolerance
Compressive Strength	ASTM C-39	2 Per Sublot	96	90 PWL Min.
Slump	ASTM C-143	1 Per Sublot	48	P-501-6.3, Control Chart Limits
Temperature	ASTM C-1064	1 Per Sublot	48	90 °F Max.
Air Content	ASTM C-231 or ASTM C-173	1 Per Sublot	48	P-501-6.3, Control Chart Limits

** Determine Lot Pay Factor in accordance with Specification 501-8.1a., utilizing acceptance test results.

Specification Item No.: **P-610**

Specification Item Description: **Structural Portland Cement Concrete**

Estimated Quantity = Drainage Structures and Splash Pads

Per Specification Section 610-3.3, Assume 4 Days

Test Description	Standard Method (ASTM, AASHTO)	Frequency of Tests	Estimated Number of Tests	Acceptance/Tolerance
Compressive Strength	ASTM C 39	2 Specimens Per Day	8	4,000 psi @ 28 Days
Slump	ASTM C 143	1 Per Day	4	≤ 4”
Air Content	ASTM C 231 or ASTM C 173	1 Per Day	4	5% ± 1%

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **April Clark, Assistant**

DATE: **August 15, 2018**

SUBJECT: **South Hangar Taxi-lane Rehab Project Grant Funding Application**

Type of Item: *Approval*

Council Bill No. 56

Resolution No.

A RESOLUTION OF THE BOARD OF ALDERMEN AUTHORIZING THE AIRPORT MANAGER TO APPLY FOR $976,000 IN FEDERAL BLOCK GRANT FUNDING FOR THE SOUTH HANGAR TAXI-LANE REHABILITATION PROJECT AT THE LAWRENCE SMITH MEMORIAL AIRPORT AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Harrisonville ("City") needs to make improvements to the south hangar taxi-lanes at the Lawrence Smith Memorial Airport;

WHEREAS, Federal Block Grant funding is available for the taxi-lane improvements;

WHEREAS, repairs and replacement need to be done to the south hangar taxi-lanes due to the advanced age of the asphalt and poor base material that was initially installed;

WHEREAS, grant money is available from 2015 through 2019 to pay for 90% of the cost of the repair and replacement;

WHEREAS, the total estimated cost of the project is $976,000 with a local match of $97,600;

WHEREAS, the Board of Aldermen have reviewed the grant application presented and believe it to be in the best interests of the City to apply for;

NOW THEREFORE BE IT RESOLVED BY THE HARRISONVILLE BOARD OF ALDERMEN THAT:

Section 1: The Airport Manager is hereby authorized and directed by the Board of Aldermen to apply for and on behalf of the City of Harrisonville, Missouri, a Federal Block Grant for funding the South Hangar Taxi-lane Rehabilitation Project for an estimated total project cost of $976,000.

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

PASSED AND RESOLVED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Harrisonville, Missouri this 20th day of August 2018.

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

ATTEST:

Randall K. Jones, City Clerk
WITNESS my hand and seal this 20th day of August 2018

City of Harrisonville est. 1836

Grant Funding
LAWRENCE SMITH MEMORIAL AIRPORT
HARRISONVILLE, MISSOURI

To: **Mayor and Board of Aldermen**

From: **James Green, Airport Manager**

Date: **August 14, 2018**

RE: **South Hangar Taxi-lane Rehab Grant Funding Application**

Type of Item:
An application for Federal Block Grant funding for the South Hangar Taxi-lane Rehabilitation Project in the amount of $976,000. This application will fund the entire South Hangar Taxi-lane Rehabilitation Project including design, construction services and construction.

Background:
The asphalt around the two south hangar buildings has been in need of repair for quite some time. This project was delayed in 2015 so that the runway maintenance could be completed. When the taxi way was initially built the base material was not adequate, so the asphalt will need to be removed and the base deepened and built back up to Federal Aviation Administration Specifications. This project will address the pavement that is in the most need of repair on the airport.

Funding:
This project is eligible for federal funding using the entitlement grant available from 2015 through 2019 as well as some discretionary funding from MoDOT. The 2015 funds ($165,000) will be expiring at the end of the federal fiscal year (Sept. 30th, 2018).

Grants available (2015 through 2019)	$ 825,000 (including local match)
MODOT Discretionary Funding	$151,000
Total Project Cost	$976,000

The local match for the grant will be 10% ($97,600)

Recommendation:
Staff recommends to the board that the Federal Grant Application be approved in the amount of $976,000.

MoDOT Aviation Section

APPLICATION FOR FEDERAL / STATE ASSISTANCE

Airport Name: **Lawrence Smith Memorial**

1. TYPE OF SUBMISSION

Application	**Funding Type Requested**
☒ Construction	☒ Federal (Block Grant – 90% Funds)
☐ Non-Construction	☐ State (Trust Fund – 90% Funds)
	☐ Federal & State

2. DATE SUBMITTED

3. DATE RECEIVED BY STATE

ASM Input Date (Internal use only):

4. APPLICANT INFORMATION

Sponsor's Name: **City of Harrisonville**	**Organizational Unit**: **City**
	Department:
	Division:
Address: Street: **300 E. Pearl St.**	Name and telephone of person to be contacted on matters involving this application (give area code): Prefix: **Mr.** First Name: **James**
City: **Harrisonville**	Middle Name:
County: **Cass**	Last Name: **Green**
State: **Missouri** Zip Code: **64701**	Suffix:
Country: United States	Email: **jamesgreen4@yahoo.com**

5. TYPE OF APPLICATION

☒ New ☐ Continuation ☐ Revision

If Revision, check appropriate type:
- ☐ Increase Award
- ☐ Decrease Award
- ☐ Increase Duration
- ☐ Decrease Duration

Phone Number (give area code): (816) 380 - 5039

Fax Number (give area code):

6. TYPE OF APPLICANT

☒ Municipal ☐ County

Other (Specify)

7. DESCRIPTIVE TITLE OF SPONSOR'S PROJECT (brief description):

Reconstruct South Hangar Taxilanes

8. AREAS AFFECTED BY PROJECT *(Cities, Counties, States, etc.)*: **Harrisonville, Cass County, Missouri**

9. MoDOT TRANSPORTATION DISTRICT: **Kansas City**

10. NUMBER OF BASED AIRCRAFT: SE: 39 ME: 3 Jet: 0 Helicopter: 1 Glider: 0 Military: 0 Ultralight: 3

11. NUMBER OF ANNUAL OPERATIONS (an operation is a takeoff or a landing): 7,055

12. PROPOSED PROJECT TIMELINE

Start Date: **10/1/2018** Ending Date: **1/1/2020**

13. STATE & FEDERAL CONGRESSIONAL DISTRICTS OF

a. Sponsor		b. Project Location	
State: 55	Federal: MO-4	State: 55	Federal: MO-4

14. ESTIMATED FUNDING: *FEDERAL FUNDING (90%)*		**15. ESTIMATED FUNDING:** *STATE FUNDING (90%)*	
a. Federal	$ **878,400**.00	a. State	$ .00
b. Local	$ **97,600**.00	b. Local	$ .00
c. Other	$ .00	c. Other	$ .00
d. **TOTAL**	$ **976,000**.00	d. **TOTAL**	$ .00

e. **TOTAL (combined funding)** $ **976,000**.00

16. IS THE APPLICANT DELINQUENT ON ANY STATE/FEDERAL DEBT? ☐ Yes, If "Yes", attach an explanation ☒ No

17. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Authorized Representative

Prefix	First Name:	Middle Name:
Last Name:		Suffix:
b. Title:		c. Telephone:
d. Signature of Authorized Representative:		e. Date Signed:

PART II

PROJECT APPROVAL INFORMATION

Item 1. Does this assistance request require State, local, regional, or other priority rating? ☐ Yes ☒ No	Name of Governing Body: Priority:
Item 2. Does this assistance request require State, or local advisory, educational or health clearances? ☐ Yes ☒ No	Name of Agency or Board: (Attach Documentation)
Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? ☐ Yes ☒ No	(Attach Comments)
Item 4. Does this assistance request require State, local, regional or other planning approval? ☒ Yes ☐ No	Name of Approving Agency: **FAA/MoDOT – Airport Layout Plan (ALP)** Date: / /
Item 5. Is the proposal project covered by an approved comprehensive plan? ☐ Yes ☒ No	Check one: ☐ State ☐ Local ☐ Regional Location of Plan:
Item 6. Will the assistance requested serve a Federal installation? ☐ Yes ☒ No	Name of Federal Installation: Federal Population benefiting from Project:
Item 7. Will the assistance requested be on Federal land or installation? ☐ Yes ☒ No	Name of Federal Installation: Location of Federal Land: Percent of Project:
Item 8. Will the assistance requested have an impact or effect on the environment? ☐ Yes ☒ No	(See instructions for additional information to be provided.)
Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms? ☐ Yes ☒ No	Number of: Individuals: Families: Businesses: Farms:
Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated? ☐ Yes ☒ No	(See instructions for additional information to be provided.)

PART II-A

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use - The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The City of Harrisonville, Missouri holds title to approximately 126.734 acres of land. In addition, the City has ownership of 15.968 acres of easement. With these land parcels, the airport has reasonable land use control of airport property and land in the vicinity. The land use surrounding the airport is agricultural and residential in nature.

2. Defaults - The Sponsor is not in default on any obligation to the State of Missouri, United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None.

3. Possible Disabilities - There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None.

4. Consistency with Local Plans - The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State of Missouri to plan for the development of the area surrounding the airport.

Yes.

5. Consideration of Local Interest - It has given fair consideration to the interest of communities in or near where the project may be located.

Yes.

6. Consultation with Users - In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

Yes.

7. Public Hearings - In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In federally-funded projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the State of Missouri to certify in writing to the Secretary of the United States Department of Transportation that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II-A (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

10. Land. – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”:

Fee Simple: Tract 1, 125.001 acres; Tract 2, 0.551 acres; Tract 10, 1.182 acres.

Easements: Tract 3, .678 acres; Tract 4, 3.630 acres; Tract 5, 2.503 acres; Tract 6, 9.057 acres; Tract 9, 0.100 acres.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”:

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”:

N/A

**State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

PART III
SECTION A. GENERAL

PART III - BUDGET INFORMATION – CONSTRUCTION OR NON-CONSTRUCTION

SECTION A - CALCULATION OF FEDERAL BLOCK GRANT OR STATE TRUST FUND GRANT

Cost Classification	Use only for revisions		Federal (90%)	State (90%)
	Latest Approved Amount	Adjustment + or (-)	Estimated Costs (100%)	Estimated Costs (100%)
1. Administration expense	$ .00	$ .00	$800.00	$ .00
2. Preliminary expense	.00	.00	.00	.00
3. Architectural/engineering design basic fees	.00	.00	74,700.00	.00
4. Other Architectural engineering fees	.00	.00	25,600.00	.00
5. Project Construction costs	.00	.00	748,000.00	.00
6. Project inspection fees	.00	.00	126,900.00	.00
7. Land, structures, right-of-way acquisition	.00	.00	.00	.00
8. Relocation Expenses	.00	.00	.00	.00
9. Demolition and removal	.00	.00	.00	.00
10. Planning	.00	.00	.00	.00
11. Environmental	.00	.00	.00	.00
12. Equipment	.00	.00	.00	.00
13. Miscellaneous	.00	.00	.00	.00
14. Total Estimated Costs (100%)(Lines 1 through 13)	$ .00	$ .00	$976,000.00	$ .00
15. Federal Funding Amount (90%)	.00	.00	878,400.00	
16. Sponsor Share (10%)	.00	.00	97,600.00	
17. State Funding Amount (90%)	.00	.00		.00
18. Sponsor Share (10%)	.00	.00		.00

SECTION B - EXCLUSIONS

DESCRIPTION	Ineligible for Participation
a.	$
b.	
c.	
d.	
e.	
f.	
g. TOTAL	$

SECTION C - PROPOSED METHOD OF FINANCING NON-FEDERAL OR NON-STATE SHARE

Grantee Share	
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain) – Cash	97,600
h. TOTAL - Grantee share	**$97,600**
Other Shares	
a. Other Government Agency	
b. Other	
c. TOTAL - Other Shares	**$**
TOTAL	**$97,600**

SECTION D - REMARKS

PART IV
PROGRAM NARRATIVE
(Suggested Format)

MISSOURI DEPARTMENT OF TRANSPORTATION – AVIATION SECTION FUNDING APPLICATION Rev. 1-2016

PROJECT : Reconstruct South Hangar Taxilanes

AIRPORT : Lawrence Smith Memorial Airport

1. Objective:

Reconstruct existing south hangar taxilanes.

2. Benefits Anticipated:

The reconstruction of the taxilanes will replace the existing pavement that is at the end of its useful life and will decrease the potential for FOD.

3. Approach:

Design will begin in 2018 and be completed in 2019. Construction will begin in 2019.

Lochner – Consultant: Design, Bidding, and Construction Services

Subconsultant TBA – Surveying

Subconsultant TBA – Geotechnical Investigation

4. Geographic Location:

Lawrence Smith Memorial Airport, Harrisonville, Cass County, Missouri

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: *(include address & telephone number)*

Mr. James Green
27503 S. State Route 7 S
Harrisonville, MO 64701
816.380.5039

TOTAL PROJECT BUDGET

LAWRENCE SMITH MEMORIAL AIRPORT
HARRISONVILLE, MISSOURI

MODOT PROJECT NO. ____________

BASE BID - RECONSTRUCT SOUTH HANGAR TAXILANES
ADD ALTERNATE NO. 1 - ASPHALT PAVING OPTION
ADD ALTERNATE NO. 2 - CONCRETE PAVING OPTION

August 10, 2018

I:\KAC\PRJ\000014844\TASK ORDER 01\PB FILES\AE\ESTIMATE & BUDGET\[Harrisonville Estimate.xls]BUDGET (Taxilanes)

PROJECT FUNDING

MoDOT Grant	$	878,400
Local Matching Funds	$	97,600
Total Funding	**$**	**976,000**

PROJECT COSTS	**Local Cost (10%)**	**MoDOT Cost (90%)**	**Total Cost**
Administrative			
Legal, Advertising, Etc. (Est.)	$ 80.00	$ 720.00	$ 800.00
Subtotal	**$ 80.00**	**$ 720.00**	**$ 800.00**
Engineering			
Basic & Special Services (Est.)	$ 10,030.00	$ 90,270.00	$ 100,300.00
Construction Services (Est.)	$ 12,690.00	$ 114,210.00	$ 126,900.00
Subtotal	**$ 22,720.00**	**$ 204,480.00**	**$ 227,200.00**
Construction			
Construction Costs - Add Alt. No. 1 (Est.)	$ 74,800.00	$ 673,200.00	$ 748,000.00
Subtotal	**$ 74,800.00**	**$ 673,200.00**	**$ 748,000.00**
TOTAL PROJECT COSTS (EST.)	**$ 97,600**	**$ 878,400**	**$ 976,000**

Attachment: #1b Project Budget and Costs_LRY Taxilanes_2018-08-10 (1) (South Hangar Taxi-lane Rehab Project Grant Funding Application)

LAWRENCE SMITH MEMORIAL AIRPORT
HARRISONVILLE, MISSOURI

MODOT PROJECT NO. ____________

BASE BID - RECONSTRUCT SOUTH HANGAR TAXILANES
ADD ALTERNATE NO. 1 - ASPHALT PAVING OPTION
ADD ALTERNATE NO. 2 - CONCRETE PAVING OPTION

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

August 10, 2018

I:\KAC\PRJ\000014844\TASK ORDER 01\PB FILES\AE\ESTIMATE & BUDGET\[Harrisonville Estimate.xls]ESTIMATE (Taxilanes)

BASE BID - RECONSTRUCT SOUTH HANGAR TAXILANES

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	QUANTITY	UNIT		UNIT COST		TOTAL
1	MOB	Mobilization	1	L.S.	$	95,830.00	$	95,830.(
2	TEMP	Temporary Marking, Lighting, & Barricades	1	L.S.	$	7,000.00	$	7,000.(
3	P-101	Asphalt Pavement and Base Course Removal	7,940	S.Y.	$	5.00	$	39,700.(
4	P-101	Remove Existing Drainage Structures	1	L.S.	$	2,000.00	$	2,000.(
5	P-101	Saw Cut	1,600	L.F.	$	4.00	$	6,400.(
6	P-152	Unsuitable Subgrade Removal and Replacement	500	C.Y.	$	20.00	$	10,000.(
7	P-156	Erosion Control Barrier - Silt Fence	1,000	L.F.	$	6.00	$	6,000.(
8	P-154 or P-219	Aggregate Subbase Course (12")	8,980	S.Y.	$	12.00	$	107,760.(
9	P-208 or P-209	Aggregate Base Course (12")	8,980	S.Y.	$	12.00	$	107,760.(
10	P-620	Temporary Non-Reflectorized Pavement Marking (Yellow)	650	S.F.	$	2.00	$	1,300.(
11	P-620	Permanent Reflectorized Pavement Marking (Yellow)	650	S.F.	$	2.00	$	1,300.(
12	D-701	24" Storm Pipe	570	L.F.	$	40.00	$	22,800.(
13	D-705	Conventional Underdrain (4")	700	L.F.	$	20.00	$	14,000.(
14	D-705	Non-Perforated Outlet Pipe (4")	100	L.F.	$	20.00	$	2,000.(
15	D-705	Splash Pad	2	Ea.	$	750.00	$	1,500.(
16	D-705	Underdrain Cleanout Riser	3	Ea.	$	750.00	$	2,250.(
17	D-751	Area Inlet	4	Ea.	$	5,000.00	$	20,000.(
18	T-901	Seeding	0.5	Ac.	$	5,000.00	$	2,500.(
19	T-908	Hydromulch	0.5	Ac.	$	5,000.00	$	2,500.(
				Base Bid Subtotal			**$**	**452,600.(**

ADD ALTERNATE NO. 1 - ASPHALT PAVING OPTION

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	QUANTITY	UNIT		UNIT COST		TOTAL
1	P-152	Unclassified Excavation	5,000	C.Y.	$	10.00	$	50,000.(
2	P-401	HMA Surface Course (4")	2,100	Ton	$	110.00	$	231,000.(
3	P-602	Bituminous Prime Coat	2,700	Gal.	$	4.00	$	10,800.(
4	P-603	Bituminous Tack Coat	900	Gal.	$	4.00	$	3,600.(
				Add Alternate No. 1 Subtotal			**$**	**295,400.(**
				Base Bid + Add Alternate No. 1 Total			**$**	**748,000.(**

Drawing Name: I:\AVI\GEN\ACIP DATA SHEETS\Missouri\Harrisonville\FY2017\Harrisonville ACIP - Updated 2018-08-14.dwg Aug 14,2018 - 5:08pm

LOCHNER

16105 W. 113th Street | Suite 107 | Lenexa, Kansas 66219
P 816.945.5840 | F 816.945.5841

TAXILANE RECONSTRUCTION

DESIGNED BY	DRAWING NAME	PROJECT NO.	SHEET
KWR	EXHIBIT		1
CHECKED BY	SCALE	REVISION DATE	ISSUE DATE
RMD	NONE		

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Roger Kroh, Planner**

DATE: **August 16, 2018**

SUBJECT: **Maple Tree Subdivision Final Plat**

Type of Item: *Contract*

Background:

Applicant Laurence Smith is asking that the 3 1/2 lots that he owns at the northwest corner of Bradley Street and Forest Avenue be reconfigured and replatted into 3 slightly larger lots. The existing house will remain on one lot and the other two lots will be available for development. No change is proposed in the existing zoning (R-2B Near Downtown Two-Family Residential Zoning).

Although final plats are not public hearing items, all property owners in the block were informed of the proposed re-plat when they were notified by certified mail that Mr. Smith had also petitioned board of aldermen to vacate the 10 ft. wide north/south alley in the block. After hearing no objections from neighbors, the Board of Aldermen, approved the alley vacation on August 6, 2018. Each lot in the block now has 5 additional feet of property.

Staff received question about a vacation of a 10-ft. wide north/south alley between Bradley Street and Cass Streets that has never been developed since the subdivision was platted over 120 years ago. All lots on both sides of the 10 ft. alley will receive 5 ft. of the alley. The three lots in the Maple Tree Subdivision will all meet the minimum width, depth, and frontage requirements.

Options:

The Board of Aldermen may:

- Approve the Final Plat, or
- Deny the Final Plat.

Staff Recommendation:

That the Board of Aldermen adopt the ordinance approving the Maple Tree Subdivision Final Plat and accept all easements.

Planning and Zoning Commission Recommendation:

The Planning Commission is considering the plat at its August 16, 2018 meeting. We will report on their recommendation at the Board of Aldermen Meeting.

Council Bill No. 57

Ordinance No.

AN ORDINANCE TO ACCEPT THE FINAL PLAT OF MAPLE TREE SUBDIVISION, A SUBDIVISION OF LAND BEING A RE-PLAT OF LOTS ONE (1), TWO (2), THREE (3) AND THE SOUTH TWENTY-FIVE AND ONE-HALF (25.5) FEET OF LOT FOUR (4), BLOCK ONE (1) IN MOODY'S ADDITION IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI

WHEREAS, an application was brought to the City of Harrisonville ("City") to approve a Final Plat entitled Maple Tree Subdivision, a subdivision of land being a Re-plat of Lots 1, 2, 3, and the south 25.5 feet of Lot 4, Block 1 in Moody's Addition in the City of Harrisonville, Cass County, Missouri;

WHEREAS, the zone for this area is R-2B and the lots meet the minimum requirements for the zoning district;

WHEREAS, the alley adjacent to the subdivision was vacated by the Board of Aldermen at the August 6, 2018 meeting in preparation for this lot split;

WHEREAS, the final plat was considered by the Planning and Zoning Commission of the City of Harrisonville on August 16, 2018 and a recommendation made that the Board of Aldermen to approve the final plat by a vote of 6 Ayes and 0 Nays;

WHEREAS, the City will retain easement rights in the proposed subdivision;

WHEREAS, in accordance with the provision of Chapter 89 RSMo, and Chapter 410 of the Code of Ordinance of the City of Harrisonville, Missouri, the Board of Aldermen, after careful and due deliberation find that approval of the Final Plat is in the best interest of the City of Harrisonville and its residents:

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

SECTION 1. That Board of Aldermen of Harrisonville, Missouri, hereby approves the Final Plat and accepts the dedication of easements of the City of Harrisonville entitled Maple Tree Subdivision, a subdivision of land being a Re-plat of Lots 1, 2, 3, and the south 25.5 feet of Lot 4, Block 1 in Moody's Addition in the City of Harrisonville, Cass County, Missouri; as shown by the plat, filed with the City Clerk of the City of Harrisonville, contingent upon compliance with the zoning and subdivision regulations.

SECTION 2. That the final plat comprises the following described real estate in Harrisonville, Cass County, Missouri, to wit:

LOT FOUR (4), EXCEPT THE NORTH 24.5 FEET THEREOF, AND ALL OF LOTS ONE (1), TWO (2), AND THREE (3), ALL IN BLOCK ONE (1), IN MOODY'S ADDITION TO THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI.

SECTION 3. All that portion of the above property shown as utility easements is hereby retained as a perpetual utility easement for the construction, maintenance, repair, relocation and operation of all public utility facilities and surface water drainage. No permanent buildings or structures shall be located within or upon said easements.

Section 4. *Effective Date*. The effective date pf approval shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 5. *Severability*. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Vote taken as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

READ TWO TIMES BY TITLE ONLY ON AUGUST 20, 2018 AND PASSED BY THE BOARD OF ALDERMEN THIS 20TH DAY OF AUGUST 2018.

____

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

ATTEST:

____

Randy Jones, City Clerk

APPROVED by the Mayor this 20th day of August, 2018

Exhibit I. Final Plat

VICINITY MAPS

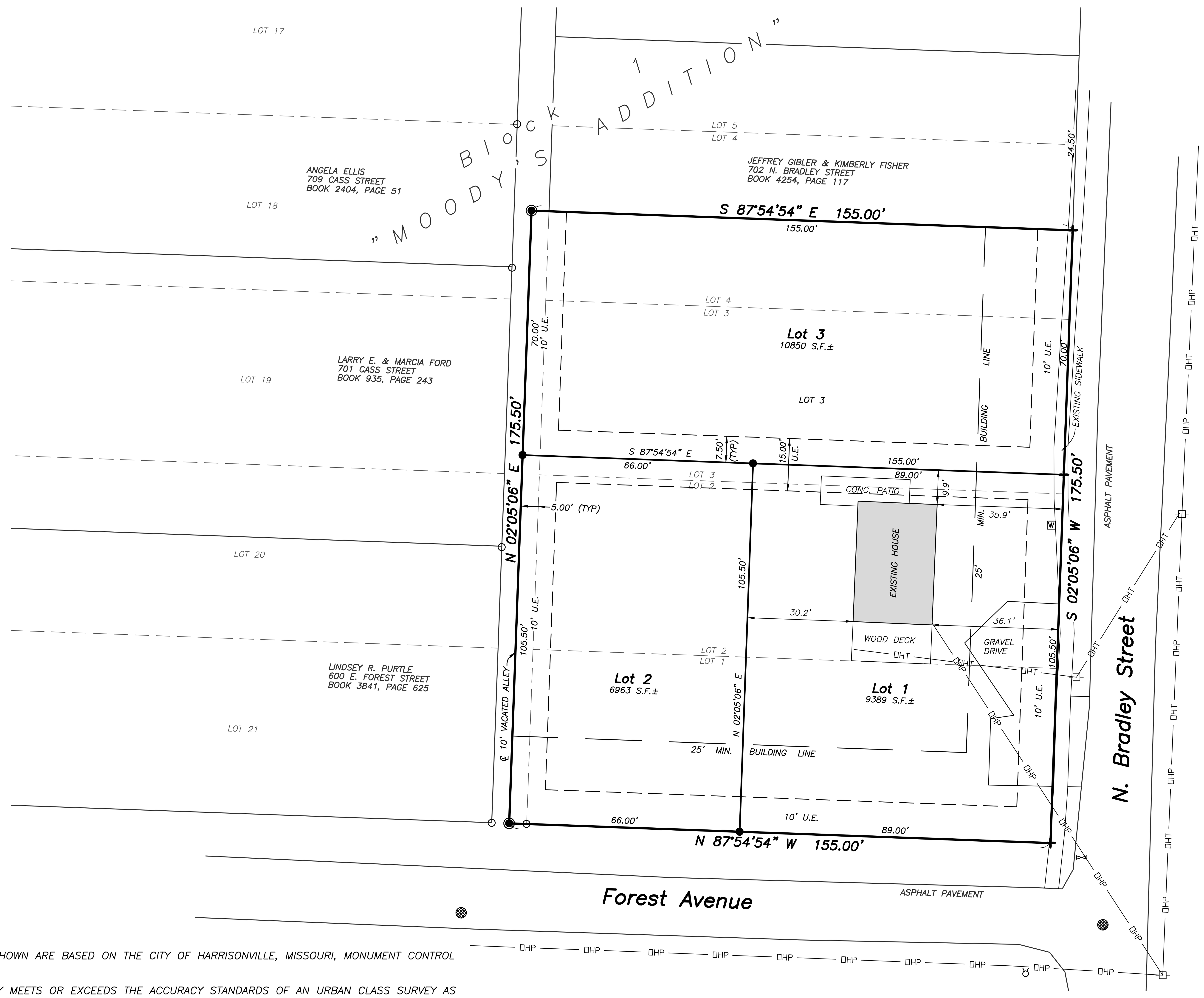
Site of Proposed Maple Tree Subdivision

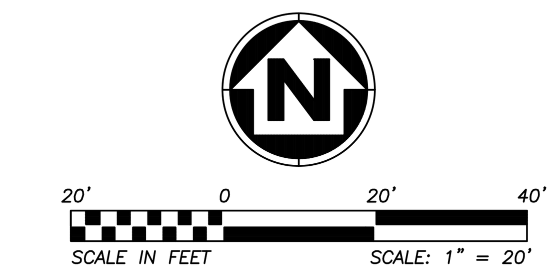
OWNER/DEVELOPER
MR. LAURENCE SMITH
905 N. COMMERCIAL
HARRISONVILLE, MO 64701

Final Plat of
"Maple Tree Subdivision"
a proposed subdivision of land in the City of Harrisonville, Cass County, Missouri, being a Re-Plat of Lots 1, 2, 3 and the South 25.5 feet of Lot 4, Block 1 in "Moody's Addition" to the City of Harrisonville, Cass County, Missouri

Record Description: BOOK 4234, PAGE 21

LOT FOUR (4), EXCEPT THE NORTH 24 1/2 FEET THEREOF, AND ALL OF LOTS ONE (1), TWO (2), AND THREE (3), ALL IN BLOCK ONE (1), IN MOODY'S ADDITION TO THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI.





- ○ = FOUND 3/8" IRON BAR
- ● = SET 1/2" IRON BAR WITH 1" PLASTIC CAP STAMPED A/E INC LC 62
- ◉ = SET 5/8" IRON BAR WITH 2" ALUMINUM CAP STAMPED A/E IN LC 62
- ✚ = CUT CROSS ON SIDEWALK
- = EXISTING SANITARY SEWER MANHOLE
- = EXISTING FIRE HYDRANT
- = EXISTING WATER VALVE
- W = EXISTING WATER METER
- = EXISTING POWER POLE
- —OHP— = EXISTING OVERHEAD POWER LINE
- —OHT— = EXISTING OVERHEAD TELEPHONE LINE
- —S— = EXISTING SANITARY SEWER

Owner's Certificate:

AS OWNER I HEREBY CERTIFY THAT I HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, DEDICATED AND ACCESS RIGHTS RESERVED AS REPRESENTED ON THIS PLAT.

IN WITNESS WHEREOF, THE UNDERSIGNED PROPRIETORS HAVE HEREUNTO SET THEIR HANDS THIS

______ DAY OF ______________, 2018.

STATE OF ______________)
) SS
COUNTY OF ______________)

BE IT REMEMBERED THAT ON THIS ______ DAY OF ______________ ,2018, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME ______________, TO ME, PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

(SEAL)

NOTARY PUBLIC ______________

MY COMMISSION EXPIRES: ______________

Dedication:

THE UNDERSIGNED PROPRIETORS OF THE REAL ESTATE DESCRIBED HEREIN HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER AS SHOWN ON THIS PLAT, WHICH SUBDIVISION AND PLAT SHALL HEREAFTER BE KNOWN AS "MAPLE TREE SUBDIVISION". IT SHALL BE A SUFFICIENT DESCRIPTION OF EACH LOT PLATTED HEREON TO BE DESIGNATED BY THE NUMBER WHICH APPEARS ON SAID LOT FOLLOWED BY THE WORDS "MAPLE TREE SUBDIVISION".

AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF HARRISONVILLE, TO LOCATE, CONSTRUCT AND MAINTAIN OR TO AUTHORIZE THE LOCATION, CONSTRUCTION AND MAINTENANCE OF CONDUITS, WATER, GAS AND SEWER PIPES, POLES, WIRES AND ANCHORS AND ALL OR ANY OF THEM UPON THOSE AREAS IN THIS SUBDIVISION OUTLINED ON THIS PLAT AND DEDICATED BY THE WORDS "UTILITY EASEMENT" (U.E.).

THE USE OF ALL LOTS ON THIS PLAT SHALL BE SUBJECT TO ANY AND ALL RESTRICTIONS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN CASS COUNTY, MISSOURI.

THIS PLAT OF "MAPLE TREE SUBDIVISION" HAS BEEN SUBMITTED TO AND APPROVED BY THE PLANNING AND ZONING COMMISSION THIS ______ DAY OF ______________ ,2018.

____
PLANNING & ZONING COMMISSION CHAIRMAN

THIS PLAT OF "MAPLE TREE SUBDIVISION", INCLUDING EASEMENTS, HAS BEEN ACCEPTED BY THE BOARD OF ALDERMAN AND HAS BEEN SUBMITTED TO AND APPROVED BY THE HARRISONVILLE BOARD OF ALDERMAN BY ORDINANCE NO. ______________, DULY PASSED AND APPROVED BY THE MAYOR OF HARRISONVILLE, MISSOURI, IN THE ______ DAY OF ______________, 2018.

(SEAL)

MAYOR: ______________

ATTEST: ______________
CITY CLERK

____
CITY ENGINEER

____
COMMUNITY DEVELOPMENT DIRECTOR

Notes:

BEARINGS SHOWN ARE BASED ON THE CITY OF HARRISONVILLE, MISSOURI, MONUMENT CONTROL NETWORK.

THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS OF AN URBAN CLASS SURVEY AS DEFINED BY THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

THIS PROPERTY IS NOT WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD ZONE AS LOCATED BY GRAPHIC SCALE FROM FLOOD INSURANCE RATE MAP NO. 29037C0187F, DATED JANUARY 2, 2013. ANDERSON ENGINEERING INC. ASSUMES NO LIABILITY AND OFFERS NO WARRANTY AS TO THE LOCATION OF SAID FLOOD ZONE.

RECORD TITLE AND EASEMENT INFORMATION HAS BEEN PROVIDED BY COFFELT LAND TITLE, INC. FILE NO. 18022551, DATED MARCH 22, 2018 AT 8:00 AM.

THIS SURVEYOR HAS RELIED ON SAID TITLE COMMITMENT IN THE PREPARATION OF THIS FINAL PLAT OF "MAPLE TREE SUBDIVISION". NO ADDITIONAL INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS, HAVE BEEN PERFORMED.

THE UNDERSIGNED REGISTERED LAND SURVEYOR HEREBY STATES THAT THE DESCRIBED PROPERTY HAS BEEN SURVEYED UNDER HIS DIRECT SUPERVISION AND SUBDIVIDED AS SHOWN ON THIS PLAT IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND LANDSCAPE ARCHITECTS, AND THE MISSOURI DEPARTMENT OF AGRICULTURE LAND SURVEY PROGRAM. HE FURTHER STATES THAT HE HAS COMPLIED WITH ALL STATUTES, ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND THE PLATTING OF SUBDIVISIONS TO THE BEST OF HIS PROFESSIONAL KNOWLEDGE AND BELIEF.

THE FIELD WORK WAS COMPLETED ON JULY 13, 2018.

ANDERSON ENGINEERING, INC. L.C. 62
BY:

Troy S. Bowers
TROY S. BOWERS, P.L.S. 2616

7/23/18
DATE

STATE OF MISSOURI
LS-2616
TROY S. BOWERS
REGISTERED LAND SURVEYOR

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS · SURVEYORS · LABORATORIES · DRILLING
106 E PEARL STREET • HARRISONVILLE, MISSOURI 64701 • PHONE (816) 380-4821
ANDERSON COA# 000062

DRAWING INFO.	
FIELD BY:	NB
DRAWN BY:	RB
CHECK BY:	TB
DATE:	7/23/18
FIELD BOOK:	
JOB NUMBER:	18HA20082

REVISIONS

NO.	DESCRIPTION	BY	DATE

MR. LAURENCE SMITH
905 N. COMMERCIAL
HARRISONVILLE, MO 64701

FINAL PLAT OF
MAPLE TREE SUBDIVISION

SECTION 4, TOWNSHIP 44, RANGE 31
CASS COUNTY, MISSOURI

DRAWING NO.
18HA20082FP

SHEET NUMBER
1
OF 1

Attachment: Final Plat (Maple Tree Subdivision Final Plat)