



**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
OCTOBER 1, 2018
7:00 PM**

- 1. Call to Order**
 - A. Roll Call**
- 2. Pledge of Allegiance**
- 3. Ceremonial Matters**
 - A. Xavier Cunningham Miracle Day**
 - B. National Disability Employment Awareness Month**
 - C. Project Connect Day**
- 4. Public Participation**
- 5. Approval of Minutes**
 - A. Board of Aldermen - Regular Meeting - Sep 10, 2018 7:00 PM**
 - B. Board of Aldermen - Work Session - Sep 24, 2018 6:00 PM**
- 6. Agenda Items**
 - A. 2018 Veteran's Day Celebration**
 - B. Academy Trainees**
 - C. Council Bill 62: A RESOLUTION OF THE BOARD OF ALDERMEN AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH TOTH AND ASSOCIATES, INC. FOR AN ELECTRIC RATE STUDY, AND ESTABLISHING AN EFFECTIVE DATE.**
 - D. Council Bill 63: A RESOLUTION OF THE BOARD OF ALDERMEN AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH MOHAWK ELECTRIC, LLC, FOR THE FOREST STREET ELECTRIC POLE REPLACEMENT PROJECT, AND ESTABLISHING AN EFFECTIVE DATE.**

- E. Council Bill 64: AN ORDINANCE OF THE BOARD OF ALDERMEN AUTHORIZING AMENDMENT NO. 3 TO EXTEND THE AIRPORT LAYOUT PLAN UPDATE/GIS PROJECT, AND ESTABLISH AN EFFECTIVE DATE.**
 - F. Council Bill 65: AN ORDINANCE 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.**
- 7. Aldermen and Committee Reports**
 - 8. Report from the City Administrator**
 - 9. Report from the Mayor**
 - 10. Adjourn From Regular Session**

Posted on City Hall Bulletin Board this 27th day of September, 2018

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



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
SEPTEMBER 10, 2018
7:00 PM

1. Call to Order

The meeting was called to order at 7:00 PM by Mayor Brian Hasek

Attendee Name	Organization	Title	Status	Arrived
Judy Bowman	Harrisonville	Board Member	Present	
Clint Long	Harrisonville	Board Member	Absent	
Jessica Levensen	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	
Brad Bockelman	Harrisonville	Board Member	Present	
Brian Hasek	Harrisonville	Mayor	Present	

Others present were: City Attorney John Fairfield, City Administrator Happy Welch, Finance Director Marcella McCoy, Public Works Director Eric Patterson, Airport Manager James Green, Accounting Specialist Debra Phelps, Police Lieutenant Sean Murray and City Clerk Randall Jones, Recording.

2. Pledge of Allegiance

3. Ceremonial Matters

Mayor Hasek presented Kristi Osborn with her 20-year Service Award for the City of Harrisonville.

4. Public Participation

Debbie Goss, 24721 S. Meghan, Harrisonville, MO, addressed the Mayor and Board in regard to the need for public participation for at least two minutes at every public meeting. She also stated that the City needs the VIPS program and should not lose it.

5. Approval of Minutes

A. Board of Aldermen - Regular Meeting - Aug 20, 2018 7:00 PM

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

B. Executive Session August 20, 2018

Motion to accept minutes as presented by Alderman Dickerson with a second by Alderman Turner. Motion carried with voice vote all ayes.

6. Agenda Items

A. 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 NOVEMBER 1, 2018

Alderman Bowman stated that both banks are valuable to the community. She questioned City Attorney Fairfield that she had heard that Mr. Hopkins had asked if they could have an independent audit of the submittals and that Community Bank of Raymore would pay for half. Attorney Fairfield stated that he had not spoken with Mr. Hopkins but had heard from their attorney. Alderman Bowman asked if it were possible since the banking services proposal had been troubled to extend one more year with Community Bank of Raymore and then go out again for bid.

Alderman Dickerson stated that both banks were good but he was ready to vote and Alderman Turner agreed.

Alderman Levsen stated that she did speak with City staff as well as residents.

Alderman Milner asked Finance Director McCoy if she was confident that the benefits from Commerce Bank would outweigh the possible extra expense incurred and the reply was yes.

Alderman Turner asked about staff time and cost that was not included.

Alderman Reece asked how much extra income might be realized. Finance Director McCoy stated it depends on interest rates.

Upon passage, Mayor Hasek designated it to be Resolution #32-18.

RESULT:	ADOPTED [6 TO 0]
MOVER:	Brad Bockelman, Board Member
SECONDER:	David Dickerson, Board Member
AYES:	Bowman, Levsen, Dickerson, Turner, Reece, Bockelman
ABSTAIN:	Marcia Milner
ABSENT:	Clint Long

B. 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.

Staff report presented by City Administrator Happy Welch. Alderman Milner verified that there would be no cost to the City. City Attorney Fairfield responded correct unless there is a settlement. Alderman Bowman asked about the 20% fee and also about the length of the litigation. Upon passage, Mayor Hasek designated it to be Resolution #33-18.

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

C. HHS Homecoming Parade 2018

Staff report presented by City Administrator Welch and Harrisonville School Sponsor Emily Terwilliger along with three student representatives. Alderman Levsen asked what happens if it rains and the answer was it would be cancelled completely. Mayor Hasek felt it was a good idea and the City should allow the school to try. Alderman Turner asked about the length of the parade and Alderman Milner suggested having local businesses promote the new parade route.

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

D. Ordinance AN ORDINANCE OF THE BOARD OF ALDERMEN AUTHORIZING THE CITY ADMINISTRATOR TO SPONSOR TRANSFER OF \$152,275 IN UNOBLIGATED NON-PRIMARY ENTITLEMENT GRANT FUNDS TO THE MISSOURI DEPARTMENT OF TRANSPORTATION AND ESTABLISHING AN EFFECTIVE DATE.

Staff report presented by Airport Manager James Green. Motion to suspend ruling and move the bill to its second reading by Alderman Dickerson and second by Alderman Bowman. Motion carried. Roll call vote was taken: Alderman Bowman aye, Alderman Bockelman aye, Alderman Reece aye, Alderman Milner aye, Alderman Dickerson aye, Alderman Long absent, Alderman Turner aye, Alderman Levsen aye. Upon passage, Mayor Hasek designated it to be Ordinance #3446.

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

E. AN ORDINANCE VACATING EXCESS BUTLER DRIVE RIGHT OF WAY LOCATED WITHIN LOT 2 OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 44 NORTH RANGE 31 WEST, TO THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, FROM APPROXIMATELY 1701 SOUTH BUTLER DRIVE SOUTH TO INDEPENDENCE STREET.

Staff report presented by City Planner Roger Kroh. Alderman Bowman asked if any of the 13 certified notices sent had been returned and Mr. Kroh answered no. Alderman Dickerson asked about any lights on the outside of the building. Motion to suspend ruling and move the bill to its second reading by Alderman Turner and second by Alderman Levsen. Motion carried. Roll call vote was taken: Alderman Bowman aye, Alderman Bockelman aye, Alderman Reece aye, Alderman Milner aye, Alderman Dickerson aye, Alderman Long absent, Alderman Turner aye, Alderman Levsen aye. Upon passage, Mayor Hasek designated it to be Ordinance #3447.

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

7. Aldermen and Committee Reports

Alderman Bowman acknowledged that tomorrow would be the 17th anniversary of 9-11 and expressed her appreciation for all first responders.

Alderman Reece said she had breakfast with her grandchildren at Harrisonville Schools and they did a great job.

Alderman Milner thanked the Board for voting on the new parade route. Alderman Dickerson and Alderman Turner agreed with her.

8. Report from the City Administrator

City Administrator Welch reminded everyone of the fall clean up scheduled for October 13th and also the electronic recycling scheduled for October 20th. He distributed notated reimbursement forms for the Mayor and Aldermen to follow when submitting for reimbursement funds.

A. City Administrator Report

9. Report from the Mayor

Mayor Hasek asked when the fall brush drop off day was scheduled. He reminded everyone of the Missouri Municipal League Conference next week in Branson. One more Junk in the Trunk event for 2018 on October 13th.

10. Adjourn From Regular Session

Regular Meeting**Monday, September 10, 2018****7:00 PM**

Motion to adjourn by Alderman Dickerson and second by Alderman Milner. Motion carried.
Meeting adjourned at 8:00 p.m.

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

ATTEST:

Randall K. Jones, City Clerk

Minutes Acceptance: Minutes of Sep 10, 2018 7:00 PM (Approval of Minutes)



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
WORK SESSION
CITY HALL
SEPTEMBER 24, 2018
6:00 PM

1. Call to Order & Pledge of Allegiance

The meeting was called to order by Mayor Pro tem David Dickerson.

2. Present

Attendee Name	Organization	Title	Status	Arrived
Judy Bowman	Harrisonville	Board Member	Present	
Clint Long	Harrisonville	Board Member	Late	6:09 PM
Jessica Levens	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	Absent	
Brad Bockelman	Harrisonville	Board Member	Present	
Brian Hasek	Harrisonville	Mayor	Late	6:13 PM

Others present were: City Administrator Happy Welch, Finance Director Marcella McCoy, Police Chief John Hofer, Street Superintendent Rodney Jacobs, Parks & Recreation Director Chris Deal, IT Director Jeremy Smith, Building Official Chris Arthur, Public Works Director Eric Patterson, Assistant Parks & Recreation Director David Killpack, HES Director Eric Myler and City Clerk Randall Jones, Recording.

3. Discussion Items

A. Prelim Budget Review

Happy Welch gave an overview of the preliminary budget and then each department head discussed capital/large item budget requests with the Mayor and Board of Aldermen.

Chris Arthur/Community Development gave an explanation of need for Mid-America Regional Council-GIS consulting. He also explained about the need for comprehensive plan update.

John Hofer/Police Department gave explanation of outfitting of new patrol vehicles and the cost of installation.

Eric Myler/Emergency Services gave explanation of the need for both ambulance and fire truck replacement. He said they should be put on a replacement schedule. There was also discussion on copier costs and Jeremy Smith gave some background on this topic. Eric also spoke on the need for a Lucas Chest Compression Device and the benefit of having one for each ambulance.

Eric Patterson gave explanation for budget items for Electric, CWWWS and Airport Funds.

Rodney Jacobs stated the Street Department could hold off on replacement of one-ton truck with plow for another year.

Marcella McCoy addressed the need of improvements for City Hall. Jeremy gave an explanation of the need for a computer security consultant and expansion of the IT Room.

Happy Welch spoke on the website upgrade need to include branding, new logo and adding livestream.

Mayor Hasek thanked all the staff members for their hard work in preparing the preliminary budget. A second budget work session was set for Monday, October 8, 2018 at 6:00 p.m. He urged everyone to review the proposals and contact staff with any questions or concerns prior to the work session.

RESULT: SCHEDULED

Next: 10/8/2018 6:00 PM

4. Adjourn

Motion was made by David Dickerson to adjourn with a second by Alderman Long. Motion carried. Meeting closed at 8:30 p.m.

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

ATTEST:

Randall K. Jones, City Clerk

Minutes Acceptance: Minutes of Sep 24, 2018 6:00 PM (Approval of Minutes)



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: September 21, 2018
SUBJECT: 2018 Veteran's Day Celebration

Type of Item: *Approval*

Issue: The applicant, Andrea Murphy from Serenity Care Hospice, has requested permission to host a Veteran's Day Celebration event on the historic Harrisonville square on Sunday November 11, 2018 in conjunction with Veteran's Day. The event will run from approximately 10:00 am until 11:30 am.

Background: This event has occurred several times annually on the Harrisonville square with no noted complaints or concerns in the past. The applicant is anticipating a crowd size of approximately 200.

The applicant is proposing blocking the west side of the square and the area near the doughboy statue. The remaining sides of the square will remain open to vehicular traffic. The applicant has requested a police escort as they travel to the different Memorial sites throughout the community and this can easily be handled by on duty patrol personnel. The street department will stage the street closure materials and it will be the responsibility of the applicant to set-up and remove these closures for the event.

Recommendation: With no noted complaints or concerns with previous events staff is recommending approval for this event.

A. Action Item (ID # 3014)

2018 Veteran's Day Celebration

Attachments:

Vet's Day App 2018 (PDF)

SPECIAL EVENTS APPLICATION

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

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

1. Organization: Serenity Care Hospice
2. Name of Applicant: Andrea Murphy
 Address: 1626 E. Elm St. Harrisonville, MO. 64701
 Phone: 816-380-3913 Cell: 816-447-1140
3. Purpose of Event: Veterans Day celebration
4. Proposed date(s) and time(s) of Event: Sunday, Nov. 11, 2018 - 10:00-11:30a
5. Location(s) where event will be held: SW corner in front of the
doughboy statue
6. Anticipated crowd size: 200
7. City services requested: (Please check all that apply) Provide detailed letter for these requests.
☐ Electricity ☐ Police Protection ☐ Traffic Control ☐ Ambulance Standby
☒ Cones ☐ Barricades ☐ Street or parking lot clean up
8. Any additional information: VFW will also be doing their
traditional portion with gunshots.

APPROVED this _____ day of _____, 20 ____.

Chief of Police

City Clerk

Attachment: Vet's Day App 2018 (2018 Veteran's Day Celebration)



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: August 11, 2018
SUBJECT: Academy Trainees

Type of Item: *Approval*

(SEE THE CHIEF'S MEMO)

The police department continues to struggle finding new police officers to fill open positions and right now there are 4 open positions.

The Cass County Sheriff's Department has their own regional training academy that includes the mandatory 600 hours of training for individuals to become POST certified and are making it available for the cities to participate. It's a 5 month training program, 5 days a week, 8a-5p at their facilities. The cost for the academy is \$2,000.

In an effort to attract new police officers and since we have open positions, we recommend the city hires an individual to go through the police academy but as a paid full time employee with benefits and contract with that employee that they will remain with the city (for example 3 years) as a police officer or if they leave early there is a pro-rated amount they would owe the city.

The police department could potentially have a new patrol officer in 5 months to start internal training and may make a career working in Harrisonville.

We recommend committee review and approval to forward to the board.

B. Action Item (ID # 2981)

Academy Trainees

History:

08/23/18 Public Safety Committee RECOMMENDED

Staff report presented by Police Chief John Hofer. He would like to try this program with two trainees to start.

Attachments:

Sheriff's Academy Brochure (PDF)

CCSO Academy Sponsor Memo 2018 (PDF)

Example Hire Ltr no post (PDF)

Information

The Cass County Sheriff's Office Regional Training Academy will host a fall academy in 2018. The projected start date is August 6th and the projected graduation date is December 13th. Upon completion, graduates will have a Class "A" Missouri Peace Officer License.

In addition to the mandatory 600 hours of training, recruits will have additional hours in the following categories:

- Defensive Tactics (NLETC Model)
- Taser
- DUI Investigation
- Patrol Management
- Practical Application scenarios



Academy Hours

Recruits will attend the academy Monday-Friday from 0800-1700 hours*. The academy will be closed the following dates:

- Labor Day (September 3rd)
- Columbus Day (October 8th)
- Veterans Day (November 12th)
- Thanksgiving Break (November 22nd and 23rd)

Deadlines

- Applications will be processed until July 15, 2018
- Fingerprints must be submitted for review by July 16, 2018

*Academy hours will vary with course specific instruction (firearms, driving, and practical application)



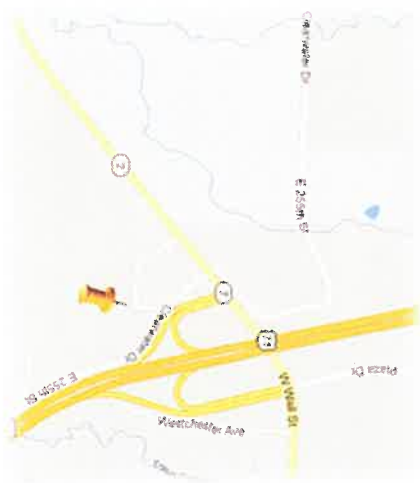
Tuition \$2,000.00

Recruits will receive the following:

- Uniform Shirts
- Uniform Sweatshirt
- Uniform Shorts
- Tablet (academy duration)
- Access to pistol, rifle, and shotgun

Recruits will be responsible for the following:

- 2000 rounds of pistol ammo
- 200 rounds of 5.56 rifle ammo
- 250 rounds of buck shot
- 150 rounds of bird shot
- 50 rounds of slugs
- Uniform Pants (5.11 TacLite Pro)
- Black Boots (polished toe)
- Running shoes
- Eye / Ear Protection



**Cass County Sheriff's Office
Regional Training Academy
2501 West Mechanic, Suite 100
Harrisonville, MO 64701**

Phone: (816) 380-8320

Fax: (816) 380-8571

Doug.Snooks@cassmosheriff.org
academydirector@ccsorta.org
www.ccsorta.org



**CASS COUNTY
SHERIFF'S OFFICE
REGIONAL TRAINING
ACADEMY**

MEMO

TO: Mayor & Committee

FROM: Chief Hofer

RE: Police Officer Post Certification Sponsor

As we have discussed several times over the last few years it is becoming more and more difficult to attract quality candidates to fill our police officer positions. We are currently short three police officers and have one out with an extended illness. The most recent job posting produced a total of three applicants and one of them does not meet the minimum qualifications for police officer. The Harrisonville Police Department currently requires Missouri Police Officer Standards Training (POST) certification to be hired. To obtain Missouri POST you must have attended and graduated from a minimum of a 600-hour basic law enforcement academy. The cost for an individual to attend a Missouri POST certified academy varies between \$4,500 and \$7,700.

The starting salary for a new hire without experience at the Harrisonville Police Department is roughly \$38,600 while the same size department on the Eastern side of the state has a starting salary over \$50,000 a year. I'm not advocating for a pay increase currently. I think with our benefit package that we are competitive with the neighboring agencies. However, the millennial generation, which seems to be who we are trying to attract seems to just look at the salary and not the total package. We will begin actively promoting the total package to recruits in the very near future.

The recruitment of qualified police officer applicants is becoming more and more competitive across the State of Missouri as well as the United States. It is very common across the United States for police agencies to not have all their sworn officer positions filled completely. That said, the academies have noticed a drastic decline in their students so there are fewer POST certified applicants to recruit. Nationwide, we have noticed a decline in the interest of the law enforcement profession as many have been attracted to the safer and more lucrative private security sector.

As we have discussed, we must come up with creative ways to bring police officers to our applicant pool process. The Cass County Sheriff's Office recently started sponsoring applicants through their own Regional Training Academy. This means they hire the applicant and provide a reduced salary and benefits to the employee while the recruit attends the academy. This process usually comes with a contractual agreement between the City and the applicant stating that the applicant will stay with the City for a period, say three years, or repay the city for their investment. I have reached out to a few entities (St. Joseph, Creve Coeur, and the CCSO) who are already using this practice to obtain copies of their agreement and I expect to hear back from them soon.

The Cass County Sheriff's Office started sponsoring recruits through the Academy with their new LE tax in 2018 and this past summer they had over 60 applicants apply for their vacant positions. With Cass County's success with this program they have offered Cass County law enforcement agencies to sponsor cadets through the academy for a cost of just \$2000 per cadet.

As you can see above, depending on expenses, it would require someone to have a savings account of \$12,000 to \$15,000 to be able to attend the academy full time and not work. Most academies strongly discourage or require that you not work while attending the academy.

With your approval I would like to work with the City Administrator and the City Attorney and develop a contractual agreement to sponsor cadets, when needed, through the Cass County Sheriff's Office academy beginning with no more than two cadets in January of 2019. January 2019 will be the next available academy class at Cass County and at no time will we go above our sworn personnel staffing level of 25 to include the cadets.

Thank you for your consideration and please let me know if you have any questions.

Chief Hofer

August 16, 2018

Dear :

It is my pleasure to make a contingent job offer to you for the position of Emergency Services Trainee with the City of St. Joseph contingent upon the terms, conditions, obligations and requirements outlined in this letter. Your signature below, and return of this document, will indicate your understanding of this position, as offered, and your agreement to certain conditions of employment and other relevant terms, obligations and requirements.

Your first day of employment as an Emergency Services Trainee will be January 22, 2018. Your starting wage while in the academy will be \$34,198.39. Upon graduation from Missouri Western State University Law Enforcement Academy and obtaining your POST certification you will be moved to the position of Police Officer at a rate of \$37,720.64. After graduation you will then report to the office of the Chief of Police at the Law Enforcement Center, 501 Faraon, St. Joseph, Missouri, at 8:00 a.m. Initially, you will be assigned to the department Training Officer until you begin the Field Training Program.

Following a short assignment with the Training Officer, you will be required to successfully participate in the Field Training Program. During this training, you will be required to work under the guidance of Field Training Officers and rotate through various shifts. You will serve in a probationary period for up to one year during which your employment can be terminated at any time, for any reason. Your starting rate of pay after graduation from MWSU will be \$37,720.64 at which time you will be enrolled in the LAGERS Retirement System. Your contribution to the retirement system is four percent (4%). After completion of one year your rate of pay will go to \$41,451.25.

As a condition of employment with the City of St. Joseph Police Department, you will be required to comply with the following:

- Pass the Department's annual firearm qualification
- Maintain a valid Driver's License

In addition, you will also be required to sign-off on the following statement:

I understand that the St. Joseph Police Department is investing considerable resources in me as an employee and, as such, is entitled to recoup a portion of those funds if I voluntarily leave the Department before I have served at least three years. I am responsible for reimbursement of the following costs: \$500.00 for Field

Attachment: Example Hire Ltr no post (Academy Trainees)

Training Officer (FTO), \$1,500 uniforms and equipment, and \$500 for my background investigation, (for a total amount of: \$2,500.00).

I understand that if I voluntarily leave the service of the St. Joseph Police Department before I have completed three years of service, I will be obligated to repay the Department of Financial Services an amount equal to 1/36th of the total amount, times the number of whole months remaining in this three-year period.

This letter is intended to inform you of some of the job-related standards that you will be required to meet and maintain. When you meet with Human Resources staff to receive your initial in-processing, you will be provided with the City's Personnel Manual, which applies to all City employees. You will also have General Orders and other policies that you will be expected to abide by.

In addition to agreeing to the conditions set out herein, this offer is also contingent on your passing a drug screening, physical examination, and psychological examination as required by the City of St. Joseph, Missouri.

We look forward to your acceptance of this position and the terms, conditions, obligations and requirements set out in this document. Please sign below to indicate your understanding and acceptance of these terms, conditions, obligations and requirements and return this letter to: Rita Ketchem, 501 Faraon, St. Joseph, Missouri 64501. Please contact the Administrative Assistant for the Police Chief at (816) 271-4701 to schedule your drug screening, physical and psychological examination within ten calendar days of the date of this letter.

Sincerely,

Chief of Police

My signature below asserts that I accept employment and agree with all of the terms, conditions, obligations and requirements established herein.

Signed: _____

Date: _____

Attachment: Example Hire Ltr no post (Academy Trainees)



TO: Board of Aldermen
FROM: April Clark, Assistant
DATE: September 26, 2018
SUBJECT: Electric Rate Study - Award Consulting Contract

Type of Item: *Approval*

Council Bill No. 62**Resolution No.**

**Resolution A RESOLUTION OF THE BOARD OF ALDERMEN
AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN
AGREEMENT WITH TOTH AND ASSOCIATES, INC. FOR AN ELECTRIC
RATE STUDY, AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City of Harrisonville ("City") needs to review its electric rate structure that was last done in 2008;

WHEREAS, the City advertised for Request for Qualifications ("RFQ"), those RFO's were due April 3, 2018 and negotiations began with Toth and Associates ("Toth") after it was determined they best met the qualifications established in the RFQ;

WHEREAS, Toth and Associates, Inc. have agreed to a price within the budget established;

WHEREAS, this project was budgeted for Fiscal Year 2018 for \$70,000;

WHEREAS, the Board of Aldermen have reviewed the bids presented and believe it to be in the best interests of the City to approve an agreement for the electric rate study in the amount of \$22,000.00;

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 Toth and Associates, Inc. of Springfield, Missouri, to perform an electrical rate study for the Harrisonville Electric Department at a cost of \$22,000.00.

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 1st day of October 2018.

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

ATTEST:

Randall K. Jones, City Clerk

WITNESS my hand and seal this 1st day of October 2018



ELECTRIC RATE STUDY

PUBLIC WORKS DEPARTMENT
HARRISONVILLE, MISSOURI

To: Mayor and Board of Aldermen
 From: Eric Patterson, Director of Public Works
 Date: September 11, 2018
 RE: Award of Electric Rate Study

Type of Item:

Voting item.

Issue:

Staff seeks approval to award the consulting services for the Electric Rate Study. A contract agreement is necessary to stipulate the terms and conditions of professional services.

Background:

It has been since 2008 that the last comprehensive cost of service and rate structure analysis was performed on the electric utility. To provide our residents with the most accurate and reliable rate structure, this evaluation should be performed.

The City solicited proposals from qualified consultants then staff evaluated each consultant's response based on the following criteria:

- Project manager's experience;
- Consultant's staff education and experience;
- History of work with MPUA on similar projects;
- Consultant's approach and understanding of the project;
- Ability to meet the City's scope of work and schedule.

A total of eight proposals were received:

- Toth & Associates - Springfield, MO
- Avant - Kansas City, MO
- Raftelits – Kansas City, MO
- Finley – Overland Park, KS
- UFS – Holland, MI
- BHMGM – Arnold, MO
- Burns & McDonnell – Kansas City, MO

Recommendations:

Based on the selection criteria, staff has selected Toth and Associates from Springfield, MO for this project. The budget for this project is \$70,000. We have negotiated a scope and fee for this work at \$22,000 and now request the Board to approve the award of the Electric Rate Study contract to the firm of Toth and Associates for a fee of \$22,000.

PROFESSIONAL CONSULTANTING SERVICES AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2018, by and between the City of Harrisonville, a Missouri municipal corporation, hereinafter referred to as the "**City**" and Toth & Associates, Inc., located at 830 E Primrose, Suite 200, Springfield, Missouri, having a principal being a registered professional by the State of Missouri, hereinafter referred to as the "**Consultant**".

WITNESSETH:

WHEREAS, the accomplishment of the work and services described in this Agreement is necessary and essential to the public works improvement program of the **City**; and

WHEREAS, the **City** desires to engage the **Consultant** to render professional services for the project described in this Agreement, and the **Consultant** is willing to perform such services.

NOW, THEREFORE, in consideration of the premises and covenants hereinafter contained, the parties hereto hereby agree as follows:

Article I. DESCRIPTION OF PROJECT

The Project consists of providing services to evaluate and develop a new rate structure based on current and projected cost of services for the city-owned electric utility. The **Consultant** shall review rates, costs, expenses, labor, overhead, and capital improvements existing and anticipated over the next seven years. This effort will include working with staff to make recommendations for future expenditures and rate adjustments.

The Project shall include the **Scope of Services** as described in Article II.

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Article II. CONSULTANT'S SCOPE OF SERVICES

The Project shall be performed per the **Consultant's** abilities as defined in their Qualification submitted April 3, 2018. The scope of services shall be performed as described in Attachment 1 ("**Scope of Services**").

Article III. CHANGES IN SCOPE

If changes occur either in the **Consultant's Scope of Services** or the Description of the Project, a supplemental agreement may be negotiated at the request of either party.

Article IV. CONSULTANT'S FEE

4.1. Basic Fee.

4.1.1. Pay for Actual Hours.

As compensation for the **Scope of Services** of this Agreement, **City** shall pay **Consultant** for the actual hours spent on such services, and for all expenditures which may be made and other expenses incurred directly related to the **Scope of Services such as travel, printing/reproduction, etc.**, except as otherwise expressly provided in this Agreement. The classifications and billing rates are listed in **Consultant's** submittal of qualifications.

4.1.2. Payment Schedule for Compensation.

The Compensation shall be paid in monthly installments based upon actual hours spent per labor classification completed by the **Consultant**. The **Consultant** shall provide **City** with a monthly statement stating the work and hours performed by **Consultant** since the last invoice. The **City** shall pay invoices within thirty (30) days of receipt of such invoice.

4.2. Payment for Special Services.

The **City** shall negotiate a written supplemental agreement with the **Consultant** should the need be determined to employ the special services of the **Consultant** on this project ("**Special Services**").

4.3. Certified Cost Records.

The **Consultant** shall furnish certified cost records for all billings pertaining to the **Special Services** performed under Article IV, Section 4.2. of this Agreement. For such purposes, the books of account of the **Consultant** relevant to such **Special Services** shall be subject to audit by the **City**. The **Consultant** shall complete work and cost records for all billings on such forms and in such manner as will be satisfactory to the **City**.

4.4. Gross Receipts Tax.

To the fees and other payments payable hereunder, the **Consultant** may add any applicable gross receipt tax.

Article V.

OWNERSHIP OF PLANS AND DOCUMENTS: RECORDS

5.1. The field notes, design notes, original drawings of the construction plans, logs of any borings or wells drilled and other documents or drawings prepared during the scope of the project, as instruments of service for use solely with respect to the project, are and shall remain, the property of the **Consultant**, who shall also retain all intellectual property rights, including copyright; however, the **City** shall be furnished, at no additional cost, a digital file in AutoCAD format and one set of reproducible Mylars of the original drawings of the work. Mylars shall be polyester with clear matte on both sides. **City** agrees to indemnify and hold **Consultant**, its owners, agents and employees, harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising out of any misuse, reuse or modification of such material by the **City** or any person or entity that acquires or obtains such material by or through the **City**.

5.2. The **City** shall make copies, for the use of the **Consultant**, of all of its maps, records, or other data pertinent to the work to be performed by the **Consultant** pursuant to this Agreement, and also make available any other maps, records, or other materials available to the **City** from any other public agency or body. The **Consultant** shall have no liability for defects in the services attributable to the **Consultant's** reliance upon or use of data, design criteria, as-built drawings, or other information furnished by the **City** or third parties retained by the **City**. **Consultant** shall have no liability for defects in services attributable to defects in any such data, design criteria, as-built drawings, or other information furnished by the **City** or third parties retained by the **City**.

5.3. The **Consultant** shall furnish to the **City**, copies of all non-modifiable data records which were developed in the course of work for the **City** and for which compensation has been received by the **Consultant**.

Article VI.

TERMINATION

6.1. This Agreement may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party and the failure by the breaching party to cure or commence proceedings in good faith to remedy such breach within fifteen (15) days after receipt of such written notice.

6.2. In the event of termination, as provided in this Article, the **Consultant** shall be paid as compensation in full for services performed to the date of such termination, an amount calculated in accordance with Article IV. of this Agreement. Such amount shall be paid by the **City** upon the **Consultant's** delivering or otherwise making available to the **City**, all data,

drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the **Consultant** in performing the services included in this Agreement, whether completed or in progress, in accordance with Article V.

Article VII. DISCLOSURE

The **Consultant** hereby affirms that it has not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of the person's immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide professional design services to the **City** within the two years preceding the execution of this Agreement.

Article VIII. INDEMNITY

The **Consultant** agrees to indemnify and hold harmless the **City** and its public officials, officers, agents, and employees from and against all suits, actions, attorney fees, costs, expenses or claims of any character brought because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any negligent act, error, or omission of the **Consultant** or its agents or employees. The **Consultant** is not required hereunder to defend the **City**, its officers, agents or employees, or any of them from assertions that they were negligent or indemnify and save them harmless from liability based on the **City**, its officers, agents or employees' negligence. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

Article IX. INSURANCE

9.1. Certificates of Insurance.

The **Consultant** agrees to procure and maintain at its expense until final payment by the **City** for services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of Missouri, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the work, the **Consultant** shall furnish to the **City** a certificate or certificates in form satisfactory to the **City**, showing that it has complied with this paragraph. All certificates shall provide that the policy shall not be changed or canceled until at least fifteen (15) days prior written notice shall have been given to the **City**. Kinds and amounts of insurance required are as follows:

9.2. Workmen's Compensation Insurance.

Workmen's Compensation Insurance for its employees in accordance with the provisions of the Workmen's Compensation Act of the State of Missouri.

9.3. Liability Insurance.

Professional Liability insurance in an amount not less than \$2,000,000 per claim and \$1,000,000 per aggregate and Automobile Liability insurance in an amount not less than \$2,000,000 Combined Single Limit with hired car and non-owned vehicle coverage or a separate policy carrying similar limits, and an amount of not less than \$2,000,000 for Property Damage to protect the **Consultant** and its agents from claims which may arise from services rendered under this Agreement, whether such services are rendered by the **Consultant** or by any of its agents or by anyone employed by either.

Article X. EQUAL EMPLOYMENT/AFFIRMATIVE ACTION NON-DISCRIMINATION

In the event of a breach of any of the non-discrimination or equal opportunity covenants, the **City** shall have the right to terminate this **Agreement**.

10.1. Equal Employment Opportunity.

The **Consultant** will not, on the grounds of race, creed, color, sex or national origin, discriminate or permit discrimination against any person or group of persons in any manner.

10.2. Non-Discrimination.

Consultant, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, that (1) no person, on the grounds of race, color, sex or national origin, shall be excluded from participation or denied the benefits of, or be otherwise subjected to discrimination in the performance by **Consultant** of this **Agreement**. **Consultant** further agrees to furnish all services required by this **Agreement** on a fair, equal and not unjustly discriminatory basis to all users thereof.

The parties hereto understand and agree that the **City** may, from time to time, be required by the United States Government, the State of Missouri or its agencies to adopt additional or amended provisions, including discrimination provisions, concerning the performance of this **Agreement** and **Consultant** agrees that it does adopt such requirements as a part of this **Agreement**.

Article XI. WARRANTIES

Consultant warrants that it will perform the **Scope of Services** in accordance with the standards of care and diligence normally practiced by recognized Consulting firms in performing services of a similar nature in existence at the time of performance of the **Scope of Services**. If, during the one year period following completion of the **Scope of Services** under a particular **Scope of Service**, it is shown there as an error in the **Scope of Services** provided under such Request for Services caused solely by the **Consultant's** failure to meet such standards and the **City** has notified the **Consultant** in writing of any such error within that period, the **Consultant**

shall re-perform, at no additional cost to the **City**, such **services** within the original **Scope of Services** as may be necessary to remedy such error.

Article XII. FORCE MAJEURE

Consultant shall not be in default under this Agreement for delays in performance caused by circumstances beyond its reasonable control. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; lockouts, work slowdowns, and other labor disturbances; riots; sabotage; judicial restraint; and, inability to procure permits, licenses or authorizations from governmental agencies for any of the supplies, materials, access or services required to be provided under this Agreement.

Should such circumstances occur, the **Consultant** shall give the **City** written notice of such event within a reasonable time and the parties shall mutually agree on a reasonable extension of the project schedule and adjustment to the **Consultant's** compensation.

Article XIII. ADMINISTRATION OF AGREEMENT

The **City** Administrator, or his authorized representative, shall administer this Agreement for the **City**.

Article XIV. LIMITATION OF LIABILITY

Anything in this Agreement to the contrary notwithstanding, neither party shall be liable to the other party for any punitive, indirect, special, incidental or consequential loss or damage including, but not limited to, loss of use, loss of profit or business interruption.

Article XV. CONSULTANT IS AN INDEPENDENT CONTRACTOR

It is understood and agreed that the intention of the parties is that **Consultant** is an independent contractor. Furthermore, this **Agreement** does not cause **Consultant** to be an employee, agent, or partner of **City** for any reason whatsoever. **Consultant** also hereby agrees that he/she/it is solely responsible for their acts and the acts of **Consultant's** agents while **Consultant** is engaged in the performance of services under this **Agreement**.

Article XVI. AUTHORITY TO SIGN

Consultant and the **City** each represent and warrant to the other that the person or entity signing this **Agreement** on behalf of such party is duly authorized to execute and deliver this **Agreement** and to legally bind the party on whose behalf this **Agreement** is signed to all of the terms, covenants and conditions contained herein.

Article XVII. MISCELLANEOUS

17.1. Sovereign Immunity.

Consultant hereby agrees that the **City** has not, and does not, waive any immunities or exemptions, or sovereign immunity, to which the **City and City Staff**, its officers and employees, are entitled by law.

17.2. Cooperate to Accomplish Purpose:

The parties hereto shall cooperate to accomplish the intended purpose of this **Agreement**, including but not limited to, the signing and endorsement of any document or writing of any type whatsoever necessary to accomplish the intended purpose of this **Agreement**.

17.3. Taxes.

Consultant shall pay all applicable federal, state, and local taxes, if any.

17.4. Assignment and Modification.

Neither party shall not assign, transfer, sublet, exchange or encumber this **Agreement**, or any part thereof or the **Scope of Services**, without the express written consent of the other party and if so assigned, shall extend to and be binding upon the successors and assigns of the parties hereto. This **Agreement** and the attachments hereto shall not be modified or amended in any way, except if done in writing, and signed by both the **City** and the **Consultant**. No subcontract shall under any circumstances relieve the **Consultant** or **Consultant's** surety, if any, of **Consultant's** liability and obligation under the **Agreement**, and all transactions will be made through the **Consultant**. Subcontractors will be recognized and dealt with only as representatives of the **Consultant**.

17.5. Compliance with Laws.

Consultant shall comply with all municipal, township, county, state and federal laws, rules and regulations which pertain to the **Agreement**, and save harmless the **City** for or on account of all charges or damages for non-observance thereof. **Consultant** shall be held responsible for all violations of the law for any cause in connection with the **Scope of Services**.

17.6. Familiarity with Laws and Ordinances.

The signing of this **Agreement** for the **Scope of Services** shall be considered as a representation that the **Consultant** is familiar with all Federal, State and Local laws, ordinances and regulations which affect those engaged or employed in the **Scope of Services**, or equipment used in the work, or which in any way affect the conduct of the **Scope of Services**, and no plea or misunderstanding will be considered on account of ignorance thereof. If the **Consultant** discovers any provision in the specifications, or **Agreement Documents** which are contrary to, or inconsistent with any law, ordinance, or regulation, he shall report it to the **City Administrator** in writing without delay.

17.7. Contractor Shall Notify City of Name Change.

Consultant agrees to notify the **City**, in writing, within thirty (30) days of any change of **Consultant** name specified on this **Agreement**. If such a change occurs, the **City**, at its sole discretion, may terminate the **Agreement** in effect and require execution of a new **Agreement** with the **Consultant** under the changed name.

17.8. Consultant's Bankruptcy.

If **Consultant** shall be adjudged bankrupt or file any proceedings under any bankruptcy law or become insolvent; then **City**, or **City's** authorized agent, may, at their option, immediately terminate this **Agreement**. Notwithstanding such **Agreement** termination by **City**, **Consultant** shall nevertheless remain liable to **City** for the terms and conditions of this **Agreement**. This **Agreement** shall not, nor shall any interest therein, be assignable as to the interest of the **Consultant** by operation of the law, nor included as an asset in **Consultant's** bankrupt estate.

17.9. Headings; Construction.

The headings that have been used throughout this **Agreement** have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this **Agreement**. Words of any gender used in this **Agreement** shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder" and other similar compounds of the word "here" when used in this **Agreement** shall refer to the entire **Agreement** and not to any particular provision or section. Except as otherwise specified in the **Agreement Documents**, if the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period shall be extended so that it shall end at 5:00 p.m. on the next succeeding day which is not a Saturday, Sunday or legal holiday.

17.10. Invalidity or Severability.

If any one or more of the provisions of this **Agreement**, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this **Agreement** and all other applications of any such provision shall not be affected thereby.

17.11. Waiver.

No waiver of any default by **Consultant** hereunder shall be implied for any omission by **City** to take any action on account of such default if such default persists or is repeated. One or more waivers of any covenant, term or condition of this **Agreement** by **City** shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

17.12. Governing Law.

The **Agreement** shall be governed by and construed under the Laws of the State of Missouri.

17.13. Binding Effect.

The covenants, obligations and conditions contained herein shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto. Every reference in this **Agreement** to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

17.14. Time of Essence

Time shall be of the essence in the performance of each and every covenant by **Consultant** pursuant to the terms of this **Agreement**. Except where stated otherwise, references in this agreement to days shall be construed to refer to calendar days.

17.15. Entire Agreement

This **Agreement** contains the entire agreement between the parties. All promises, representation, understandings, agreements, and prior agreements are merged herein and superseded hereby. No amendment or modification of this **Agreement** shall be valid or binding unless reduced to writing and signed by the parties hereto. Furthermore, no verbal agreement or conversation with any officer, agent or employee of the **City or City Staff**, either before or after execution of the **Agreement** shall affect or modify any of the terms or obligations contained in the **Agreement**. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the **City** or the **Consultant**.

17.16. Counterparts.

To facilitate execution, this **Agreement** may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgement of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

City of Harrisonville,
a Missouri municipal corporation

Consultant: TOTH & Associates, Inc.,
a Missouri corporation

By: Happy Welch
Title City Administrator
Date: _____

Attest City Clerk:

By: Randall Jones

Date: _____

By: _____
Title _____
Date: _____

Attest:

By: _____

Title: _____
Date: _____

Attachment: Toth Consultant Contract (Electric Rate Study - Award Consulting Contract)



STAFF REPORT

TO: Board of Aldermen
FROM: Eric Patterson, Director
DATE: September 20, 2018
SUBJECT: Forest Street Electric Contractor

Type of Item: *Contract*

Staff Report

The Forest Street Electric Pole Replacement project is scheduled for rebuild this year and will be funded with a grant received through MPUA.

Project Description

The Forest Street Electric Pole Replacement Project is a pole change out which is a double circuit located on Forest Street, Harrisonville, MO. Contractor and City of Harrisonville will work together to complete the project. Contractor will be required to cut old poles off just above the highest communication lines. Communication companies will be contacted to remove communication equipment from the old poles so that poles can be removed in a timely manner.

Recommendation

The City of Harrisonville requested bids for the project and received bids from 5 contractors. Mohawk Electric, LLC is the preferred electric line contractor. The following is the bid information from the bid opening on September 6th, 2018.

Capitol Electric Line Builders	\$123,880.00
Mohawk Electric, LLC	\$73,338.00
PAR Electrical Contractors	\$119,981.42
RS Electric Utility Services	\$79,478.82
Black and McDonald	\$98,077.00

Work is scheduled to begin following contract approval from the Board of Alderman.

Council Bill No. 63

Resolution No.

**Resolution A RESOLUTION OF THE BOARD OF ALDERMEN
AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN
AGREEMENT WITH MOHAWK ELECTRIC, LLC, FOR THE FOREST
STREET ELECTRIC POLE REPLACEMENT PROJECT, AND ESTABLISHING
AN EFFECTIVE DATE.**

WHEREAS, the City of Harrisonville (“City”) will be replacing utility poles on Forest Street;

WHEREAS, a notice was posted and bids were accepted from 5 contractors;

WHEREAS, the City advertised for bids and those bids were opened on September 6, 2018;

WHEREAS, Mohawk Electric, LLC (“Mohawk Electric”) was determined to be the lowest and best bidder;

WHEREAS, this project will be paid for through a grant received the Missouri Public Utility Alliance (“MPUA”);

WHEREAS, work will be coordinated between Mohawk Electric and the Harrisonville Electric Department;

WHEREAS, the Board of Aldermen have reviewed the bids presented and believe it to be in the best interests of the City to approve the low bid for the Forest Street Electric Pole Replacement in the amount of \$73,338.00;

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 Mohawk Electric, LLC. of Neosho, Missouri, to replace utility poles on Forest Street for the Harrisonville Electric Department at a cost of \$73,338.00.

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 1st day of October 2018.

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

ATTEST:

Randall K. Jones, City Clerk

WITNESS my hand and seal this 1st day of October 2018

Subject Forest Street Floyd

Date 9-6-18 Time 2:00pm Dept. Electric Dept

Accnt.# _____

Net Budget Amount \$ _____

City Clerk

PROPOSAL**FOREST STREET ELECTRIC POLE REPLACEMENT PROJECT**

NAME OF BIDDER Mohawk Electric LLC
 ADDRESS OF BIDDER 1314 Landon Road
 TELEPHONE NO. OF BIDDER (417) 451-1563

TO THE CITY OF HARRISONVILLE

1. The undersigned BIDDER proposes and agrees if this Bid is accepted, to enter into a Agreement with the City of Harrisonville, Missouri, in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for thirty days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within ten days after the date of City's Notice of Award.
3. In submitting this bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined copies of all the Contract Documents of the following addenda:

Date:	Number:
<u>NONE</u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

(Receipt of all of which is hereby acknowledged) and copies of the Notice to Bidders and the Instructions to Bidders;

- (b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements of federal, state and local laws, ordinances, rules and regulations and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary;
- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or other CITY: and
4. The BIDDER will complete the work for the following bid price:

Seventy three thousand three hundred thirty eight (73,338.00)
(Write figure in words)

It is understood and agreed that the City intends to use its sales tax exemption under R.S.Mo 144.062.

Accordingly, it is understood and agreed that if this proposal is accepted by the CITY, that the cost of sales tax for items eligible for such exemption shall not be included in the total quoted herein.

5. The Bidder agrees that the Work will be fully completed within **Thirty (30) Working Days** after the date when the Contract Time commences. The Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
6. Bidder shall itemize its bid into the unit prices set forth in the attached Bid Form. The total of the individual items shall equal the total Base Bid.
7. The following documents are listed or attached and made a condition of this Bid:
- (a) Required Bid security in the amount equal to 5% of the total amount of the Bid in the form of:
- Bid Bond X Certified Check
- (b) Bidder has been regularly engaged in Contract Work of the class required by the specifications for 7 years.
8. The undersigned agrees that the accompanying bid deposit shall become the property of the City, should the bidder fail or refuse to execute the Contract or furnish Bond as

called for in the specifications within the time provided.

The City reserves the right to make modifications in the work included in the Contract to the extent that the total Contract Price is not altered by more than twenty-five (25) percent. Alterations which result in modifications beyond this limit will be made only with the concurrence of the Contractor.

9. If written notice of the acceptance of this bid is mailed, faxed or delivered to the undersigned within thirty (30) days after the date of opening of the bids, or any time thereafter before this bid is withdrawn, the undersigned will, within ten (10) days after the date of such mailing, faxing, or delivery of such notice, execute and deliver the form of Contract attached.
10. The undersigned hereby designates as its office to which such notice of acceptance may be mailed, faxed or delivered:
Home Office: 1314 Sandis Road,
Quincy, Mo 64850
11. It is understood and agreed that this bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

SIGNATURE OF BIDDER

Mohawk Electric LLC
 (Company)

Date: 9-6-18

By Cheryl Hawkins

Title President / CEO

Address: 1314 Sandis Rd
Quincy, Mo 64850

Attachment: Mohawk Contract Signed (Forest Street Electric Contractor)

BID FORM**FOREST STREET ELECTRIC POLE REPLACEMENT PROJECT**

The Bidder agrees to construct the specified public improvements in Harrisonville, Missouri in accordance with the Plans, Specifications and Contract Documents for the total of the unit prices herein supplied. Bidder agrees that the entire work shown on the Plans and specified in the Bid Documents will be completed for the total herein shown, and that work not specifically identified, as a Bid Item is included in the total of the Bid Items listed below.

BID QUANTITIES				Unit Cost	Bid Total
Item #	Item Description	Quantity	Unit		
1	Mobilization & Site Preparation	1	L.S.	\$ 1,565.00	\$ 1,565.00
2	Traffic Control	1	L.S.	\$ 2,717.00	\$ 2,717.00
3	Demolition – modify, remove, and dispose of poles	11	Each	\$ 1,046.00	\$ 11,506.00
4	Install 11 - 50 ft double circuit wooden power poles	11	Each	\$ 3,140.00	\$ 34,540.00
5	Transfer circuits from old poles to new poles	1	L.S.	\$ 19,150.00	\$ 19,150.00
6	Change out transformers	5	Each	\$ 507.00	\$ 2,535.00
7	Change cut outs	1	L.S.	\$ 525.00	\$ 525.00
8	Site Restoration	1	L.S.	\$ 800.00	\$ 800.00
Bid Total					\$ 73,338.00

TOTAL BID \$ 73,338.00

Seventy three thousand three hundred thirty eight

Written



AIA[®] Document A310[™] - 2010

Bid Bond

Bond No: 1001119769-3

CONTRACTOR:*(Name, legal status and address)*

Mohawk Electric, LLC
1314 Landis Rd
Neosho, MO 64850

SURETY:*(Name, legal status and principal place of business)*

American Contractors Indemnity Company
801 S Figueroa St., Suite 700
Los Angeles, CA 90017

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:*(Name, legal status and address)*

City of Harrisonville
2108 Royal St
Harrisonville, MO 64701

BOND AMOUNT:

5% of total amount of bid not to exceed: Four Thousand Three Hundred Twenty and 00/100 Dollars (\$4,320.00)

PROJECT:*(Name, location or address, and Project number, if any)*

Forest Street Electric Pole Replacement Project, Replace 11 Poles Along Forest St - Harrisonville, MO

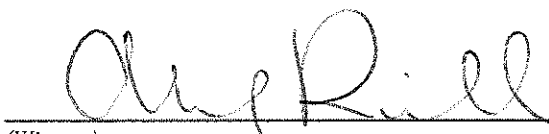
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor Within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such Bid, and gives such bond or bonds as may be specified in the bidding or contract Documents, with a surety admitted In the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 31st day of August, 2018


(Witness)

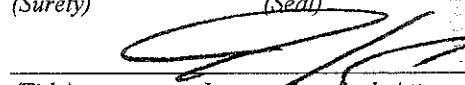

(Witness)

Mohawk Electric, LLC

(Principal)  *(Seal)*

(Title) Cheryl A. Hawkins, Managing Member

American Contractors Indemnity Company

(Surety)  *(Seal)*

(Title) Jeremy Crawford, Attorney-In-Fact



**TOKIO MARINE
HCC**

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jeremy Crawford, Michael D. Williams, William J. Nemec, Tanya Fukushima,
William Gerber or Michael E. Konzen of Golden Valley, Minnesota

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Five Million***** Dollars** (***\$5,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California

County of Los Angeles



By: 

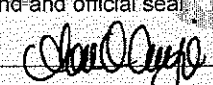
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)



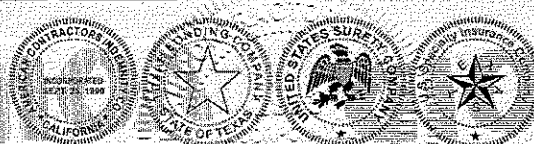
I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 31st day of August, 2018

Corporate Seals

Bond No. 1001119769-3

Agency No. 8219




Kio Lo, Assistant Secretary

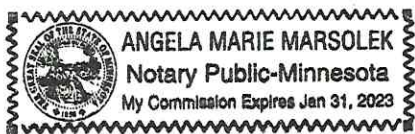
visit tmhcc.com/surety for more information

HCCSMANPOA06/2018

Acknowledgment of Surety

State of Minnesota
County of Anoka

On this 31st day of August, 2018 before me personally appeared **Jeremy Crawford** who acknowledged that he or she is the attorney in fact who is authorized to sign on behalf of **American Contractors Indemnity Company** (surety company), the foregoing instrument, and he thereupon duly acknowledged to me that he executed the same.



A handwritten signature in blue ink, which appears to read "Angela Marie Marsolek", written over a horizontal line.

Notary Public

Attachment: Mohawk Contract Signed (Forest Street Electric Contractor)



AIA[®] Document A310[™] - 2010

Bid Bond

Bond No: 1001119769-3

CONTRACTOR:

(Name, legal status and address)

Mohawk Electric, LLC
1314 Landis Rd
Neosho, MO 64850

SURETY:

(Name, legal status and principal place of business)

American Contractors Indemnity Company
801 S Figueroa St., Suite 700
Los Angeles, CA 90017

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Harrisonville
2108 Royal St
Harrisonville, MO 64701

BOND AMOUNT:

5% of total amount of bid not to exceed: Four Thousand Three Hundred Twenty and 00/100 Dollars (\$4,320.00)

PROJECT:

(Name, location or address, and Project number, if any)

Forest Street Electric Pole Replacement Project, Replace 11 Poles Along Forest St - Harrisonville, MO

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and Severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor Within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such Bid, and gives such bond or bonds as may be specified in the bidding or contract Documents, with a surety admitted In the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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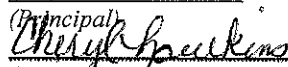
Signed and sealed this 31st day of August, 2018


(Witness)

Mohawk Electric, LLC

(Principal)

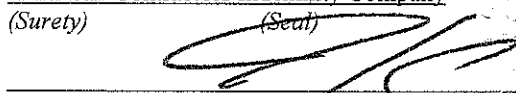
(Seal)


(Title) Cheryl A. Hawkins, Managing Member

American Contractors Indemnity Company

(Surety)

(Seal)


(Title) Jeremy Crawford, Attorney-In-Fact


(Witness)



TOKIOMARINE
HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jeremy Crawford, Michael D. Williams, William J. Nemec, Tanya Fukushima,
William Gerber or Michael E. Konzen of Golden Valley, Minnesota

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Five Million***** Dollars (***\$5,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles



By:

Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 31st day of August, 2018.

Corporate Seals

Bond No. 1001119769-3

Agency No. 8219



Kio Lo, Assistant Secretary

visit tmhcc.com/surety for more information

HCCSMANPOA06/2018

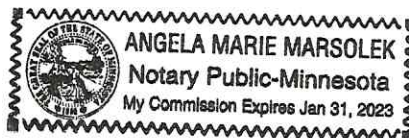
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State of Minnesota
County of Anoka

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Notary Public

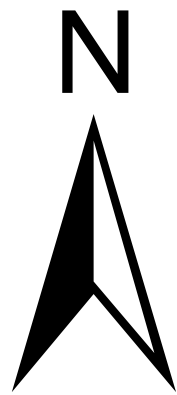


Attachment: Mohawk Contract Signed (Forest Street Electric Contractor)



General Notes

1. THE CONSTRUCTION COVERED BY THESE PLANS SHALL CONFORM TO ALL APPLICABLE STANDARDS AND SPECIFICATIONS OF THE PUBLIC WORKS DEPARTMENT OF THE CITY OF HARRISONVILLE, MISSOURI IN CURRENT USAGE; AND THE KC METROPOLITAN CHAPTER OF THE AMERICAN PUBLIC WORKS ASSOCIATION.
2. CONSTRUCTION OF THE IMPROVEMENTS SHOWN OR IMPLIED BY THIS SET OF PLANS SHALL NOT BE INITIATED OR ANY PART THEREOF UNDERTAKEN UNTIL THE CITY IS NOTIFIED OF SUCH INTENT AND ALL REQUIRED AND PROPERLY EXECUTED BONDS AND CONTRACT AGREEMENTS ARE RECEIVED AND APPROVED BY SAME.
3. THE CONTRACTOR SHALL HAVE ONE (1) SIGNED COPY OF THE PLANS AND ONE (1) COPY OF THE APPROPRIATE CONSTRUCTION SPECIFICATIONS AND PROJECT MANUAL AT THE JOB SITE AT ALL TIMES. IT IS ADVISABLE THAT THE CONTRACTOR BECOME FAMILIAR WITH THE CITY REQUIREMENTS AND STANDARDS IN THE EVENT THAT THERE IS A DISCREPANCY BETWEEN THIS APPROVED PLAN AND THE CITY REQUIREMENTS. ADVISE THE CITY'S REPRESENTATIVE OF ANY DISCREPANCY PRIOR TO BIDDING OR WORKING ON THIS PROJECT.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS, PAYING ALL FEES AND FOR OTHERWISE COMPLYING WITH ALL APPLICABLE REGULATIONS GOVERNING THE WORK.
5. THE ACCURACY AND ADEQUACY OF THE ALIGNMENTS, DIMENSIONS, AND ELEVATIONS SHALL BE CONFIRMED BY THE CONTRACTOR AT THE JOB SITE. IF THE CONTRACTOR FINDS ANY DIMENSIONS TO BE IN ERROR OR IN QUESTION, THE CITY'S REPRESENTATIVE SHALL BE PROMPTLY CONTACTED FOR CLARIFICATION PRIOR TO THE CONTINUATION OF THE WORK. THE ENGINEERING AND GEOLOGICAL DATA SHOWN ON THESE PLANS ARE FROM STUDIES MADE IN THE FIELD AND REPRESENTS THE BEST INFORMATION AVAILABLE PRIOR TO CONSTRUCTION.
6. NOTIFY THE DIRECTOR OF PUBLIC WORKS AT LEAST 48 HOURS PRIOR TO BEGINNING OF ANY WORK.
7. DURING CONSTRUCTION, ACCESS SHALL BE MAINTAINED FOR THE RESIDENTS AND PUBLIC, EMERGENCY VEHICLES AND LOCAL TRAFFIC. THE FIRE, POLICE AND AMBULANCE DEPARTMENTS, SCHOOLS, SCHOOL BUS COMPANIES, AND POST OFFICE ARE TO BE NOTIFIED 48 HOURS PRIOR TO ANY STREET CLOSURES OR BLOCKAGES. CLOSURES AND TRAFFIC PLANS ARE SUBJECT TO APPROVAL OF THE CITY'S REPRESENTATIVE.
8. PRIOR TO COMMENCEMENT OF WORK, THE CONTRACTOR SHALL NOTIFY ALL THOSE UTILITY COMPANIES WHICH HAVE FACILITIES IN THE VICINITY 72 HOURS PRIOR TO THE CONSTRUCTION TO BE PERFORMED. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES FOR FIELD LOCATION OF ALL UNDERGROUND UTILITY LINES, WHETHER SHOWN ON THESE PLANS OR NOT, PRIOR TO ANY EXCAVATION. ALL EXISTING UTILITY LOCATIONS SHOWN ON THE PLANS ARE TAKEN FROM UTILITY COMPANY RECORDS AND ARE APPROXIMATE ONLY. SOME SERVICE LINES FROM BUILDING TO MAIN HAVE UNKNOWN LOCATIONS AND MAY CONFLICT WITH THE PLAN. RELOCATION OF SAID SERVICE LINES REQUIRED FOR THE CONSTRUCTION OF THIS PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR, PRIOR TO CONSTRUCTION, SHALL VERIFY THE LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES. THE REPAIR OF ANY DAMAGE TO SAID UTILITIES SHALL BE AT THE COST TO THE CONTRACTOR. ANY UTILITIES FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION, SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CITY'S REPRESENTATIVE. THE NAMES AND TELEPHONE NUMBERS OF UTILITY COMPANIES ARE ON THE TITLE SHEET, OTHER UTILITIES MAY BE PRESENT.
9. ALL UTILITY MAIN AND UTILITY SERVICE LINES SHALL BE KEPT IN SERVICE AND PROTECTED DURING CONSTRUCTION OPERATIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL EXISTING SERVICE LINES, AND NOTIFY THE CITY'S REPRESENTATIVE OF ANY CONFLICTS IMMEDIATELY. OCCASIONAL ADJUSTMENTS TO THE WORK TO ACCOMMODATE THE UNANTICIPATED PRESENCE OR LOCATION OF EXISTING UTILITIES MAY BE REQUIRED AND WILL BE CONSIDERED A SUBSIDIARY OBLIGATION OF THE CONTRACT. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES FOR FIELD LOCATION OF ALL UNDERGROUND UTILITY LINES PRIOR TO ANY EXCAVATION. UTILITIES DAMAGED THROUGH THE NEGLIGENCE OF THE CONTRACTOR SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT HIS EXPENSE.



Pole and Line Alignment

1 inch = 50 feet

- Indicates New Pole Location
- Indicates Power Line Relocation

10. CONTRACTOR MUST COORDINATE THE BRACING OF ALL UTILITY POLES WITH THE CITY ELECTRIC DEPARTMENT PRIOR TO ANY EXCAVATION WITHIN 10 FEET OF A POLE.
11. ALL FENCING IN CONFLICT WITH THE PROPOSED CONSTRUCTION SHALL BE REMOVED AND RESET. TEMPORARY FENCING SHALL BE INSTALLED AT LOCATIONS WHERE EXISTING PERMANENT FENCING EXISTS; LOCATION SHALL BE DETERMINED IN THE FIELD IN COORDINATION WITH THE CITY'S REPRESENTATIVE. THESE ITEMS ARE SUBSIDIARY TO THE BID ITEM "SITE PREPARATION".
12. THE CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING AND MAINTAINING SITE EROSION CONTROL IN ACCORDANCE WITH THE CRITERIA SET FORTH BY THE CITY OF HARRISONVILLE AND NOTED IN THE SPECIFICATIONS. TEMPORARY EROSION CONTROL SHALL BE INSTALLED PER THE SPECIFICATIONS, OR AS WARRANTED AND DETERMINED IN THE FIELD BY THE CITY'S REPRESENTATIVE. PAYMENT IS SUBSIDIARY TO OTHER ITEMS. EROSION CONTROLS MUST BE IN PLACE PRIOR TO ANY SITE WORK AND MUST BE MAINTAINED CONTINUOUSLY THROUGHOUT THE PROJECT.
13. CLEARING AND GRUBBING OPERATIONS AND DISPOSAL OF ALL DEBRIS THERE FROM SHALL BE PERFORMED BY THE CONTRACTOR IN STRICT ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL LAWS, CODES, AND ORDINANCES. OPEN BURNING OF DEBRIS SHALL NOT BE PERMITTED.
14. STREETS, DRIVEWAYS, SIDEWALKS, STEPS, HAND RAILS, RETAINING WALLS, LANDSCAPING, TREES, SOD, AND OTHER AREAS/ITEMS INSIDE AND OUTSIDE THE CONSTRUCTION LIMITS DAMAGED BY THE CONTRACTOR SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT EXISTED BEFORE DAMAGE OCCURRED AT THE CONTRACTOR'S EXPENSE. ALL UTILITIES, ETC. WITHIN GRADING LIMITS SHALL BE ADJUSTED OR REBUILT TO GRADE AS REQUIRED. NO SEPARATE PAYMENT WILL BE MADE FOR ADJUSTMENTS NOT NOTED IN THE PLAN NOTATION AND CALLOUTS.
15. THE CONTRACTOR SHALL DEVELOP AND IMPLEMENT PROPER TRAFFIC CONTROL IN CONFORMANCE WITH THE LATEST REVISION OF THE MUTCD.
16. THE CONTRACTOR SHALL NOT BE ALLOWED TO WORK SUNDAY. HOLIDAYS AND SATURDAY WORK SHALL BE APPROVED BY THE CITY'S REPRESENTATIVE.
17. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE SAFETY OF THE CONSTRUCTION WORKERS AND THE PUBLIC.
18. ALL PROPERTY MARKERS AND RIGHT-OF-WAY MONUMENTS DISTURBED OR DESTROYED SHALL BE RESET BY A MISSOURI REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.

Utility Contacts

TELEPHONE: Century Link- Jeff Wallace jeffery.m.wallace@centurylink.com
209 E Market St Warrensburg, MO 64093660.429.7199

GAS :Spire Energy -Jon Harrel jon.harrel@spireenergy.com
3025 SE Clover Drive Lee's Summit, MO 64082 816.472.3489

GAS: Liberty Utilities-Marty Snow james.snow@libertyutilities.com;
100 South Main Butler, MO 64730 660.679.3193

CABLE: Fidelity- Bill Mason william.mason@fidelitycommunications.com
1304 Highway 72 East Rolla, MO 65401 573.368.6446 cell 573.426.4287 office

WATER & SEWER: City of Harrisonville- Robert Edwards
redwards@harrisonville.com
300 E. Pearl, P.O. Box 367 Harrisonville, MO 64701 816.258-9888

ELECTRICAL: City of Harrisonville- Kristen Morrow
kmorrow@harrisonville.com
2108 Royal Street Harrisonville, MO 64701 816.380.8968

Construction Notes

1. Electric pole and line construction specifications and drawings shall conform to the United States Department of Agriculture Rural Utilities Service RUS BULLETIN 1728F-804; effective date of October 2005. Electronic copies of these documents may be obtained from the Electric Department.
2. For demolition, grading, traffic control, and site restoration specifications refer to the Kansas City Metropolitan Chapter of the American Public Works Association (APWA) Standard Specifications or as superceded by the standards for the City of Harrisonville. If an item in the "Standard Specifications" calls for a bid, and a bid item is not provided for in the proposal, such items shall be considered a subsidiary obligation of the various bid items for the project.
3. Contractor shall remove all poles to the City storage yard; transformers and all other waste removed will need to be transported and disposed of at the Electric Department offices 2108 Royal Street in Harrisonville.
4. Contractor's equipment shall be in good working order; temporary storage will be allowed at the City's Electric Department.
5. Contractor shall coordinate relocation of other utilities to new poles. It may be necessary to modify the existing poles during relocation to facilitate the transfer of other utilities.
6. Actual pole locations will be determined in the field.
7. Existing conductors will be transferred to the new poles; City will provide Contractor with all material for complete installation.
8. Required tree trimming will be provided by the City.
9. Damages to yards shall be sodded and maintained in accordance with the specifications.



TO: Board of Aldermen
FROM: April Clark, Assistant
DATE: September 25, 2018
SUBJECT: MODOT Amendment to State Block Grant #3

Type of Item: *Approval*

Council Bill No. 64**Ordinance No.****Ordinance AN ORDINANCE OF THE BOARD OF ALDERMEN
AUTHORIZING AMENDMENT NO. 3 TO EXTEND THE AIRPORT LAYOUT
PLAN UPDATE/GIS PROJECT, AND ESTABLISH AN EFFECTIVE DATE.**

WHEREAS, the Airport Layout Plan Update/GIS project for the City of Harrisonville (“City”) has been completed for the Lawrence Smith Memorial Airport;

WHEREAS, deliverables need to be further reviewed by the Federal Aviation Administration (“FAA”) and the Missouri Department of Transportation (“MoDOT”);

WHEREAS, there is no additional cost to the city and 60% of the total project cost has been reimbursed;

WHEREAS, this is only a requested extension to June 30, 2019 and the agreement must be executed by October 15, 2018;

WHEREAS, the Board of Aldermen have reviewed the request and believe it to be in the best interest of the city to extend Project #13-110C-Airport Layout Plan Update/GIS Project for further review by the FAA and MoDOT to June 30, 2019;

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

Section 1: The City Administrator is hereby authorized and directed by the Board of Aldermen on behalf of the City of Harrisonville to sign an agreement Amendment No.3 with the Missouri Department of Transportation to extend the deadline for Project #13-110C-Airport Layout Plan Update/GIS Project to June 30, 2019..

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

READ ONE TIME BY TITLE ONLY ON OCTOBER 1, 2018. READ FOR A SECOND TIME BY TITLE ONLY ON OCTOBER 1, 2018, AND WAS DULY APPROVED BY THE BOARD OF ALDERMEN THIS 1ST DAY OF OCTOBER 2018.

Aye:

Nay:

Abstain:

Absent:

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

ATTEST:

Randall K. Jones, City Clerk

WITNESS my hand and seal this 1st day of October 2018



PROJECT EXTENSION
LAWRENCE SMITH MEMORIAL AIRPORT
HARRISONVILLE, MISSOURI

To: Mayor and Board of Aldermen
From: James Green, Airport Manager
Date: September 25, 2018
RE: Project Timeline Extension

Type of Item:

This Ordinance will approve a grant amendment to extend the project timeline for Project #13-110C-Airport Layout Plan Update/GIS Project to June 30th, 2019. This is to allow more time for MODOT and the FAA to review and approve the deliverables for this project.

Background:

This grant was originally written to partially fund the Airport Layout Plan/GIS Update as well as the design of the Reconstruct Taxi-lanes and Connecting Taxiway Project in 2015 but was ultimately repurposed for the Runway Maintenance Project which has been completed.

The ALP/GIS project has also been completed and the city has paid all the invoices and has been reimbursed approximately 60% of the total project cost. The remaining will be reimbursed once the deliverables have been reviewed and approved.

Approving this amendment will not increase the amount of the grant or the cost of the project, it only extends the project time period.

Recommendations:

Staff recommends to the board that Amendment #3 to State Block Grant Agreement for Project #13-110C be approved.

Attachment: Amend 3 BOA Memo 10-1-18 (MODOT Amendment to State Block Grant #3)

CCO Form: MO18

Approved: 05/94 (MLH)

Revised: 03/17 (MWH)

Modified:

Sponsor: City of Harrisonville

Project No.: 13-110C-1 & 2

CFDA Number: CFDA #20.106

CFDA Title: Airport Improvement Program

Federal Agency: Federal Aviation Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AMENDMENT TO STATE BLOCK GRANT AGREEMENT**

AMENDMENT #3

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

WITNESSETH:

WHEREAS, the parties entered into an Agreement executed by the Sponsor on September 25, 2013, and executed by the Commission on September 30, 2013, (hereinafter, "Original Agreement") under which the Commission granted the sum not to exceed Two Hundred One Thousand Eight Hundred Three Dollars (\$201,803) to the Sponsor to assist with Design of Reconstruct Taxilanes and Connecting Taxiway (13-110C-1); ALP Update with Narrative and Approach Development (13-110C-2); and

WHEREAS, the parties entered into an Amendment #1 to the Original Agreement executed by the Sponsor on August 17, 2015, and executed by the Commission on September 4, 2015, (hereinafter, "Amendment #1") under which the Commission modified the project scope to delay the Design of Reconstruct Taxilanes and Connecting Taxiway in order to address more pressing runway pavement needs, released the funds previously placed under grant for Design of Reconstruct Taxilanes and Connecting Taxiway and clarified the funding available for the ALP Update with Narrative and Approach Development, and extended the project time period from June 30, 2015 to December 31, 2015, to allow for completion of the work; and

WHEREAS, the parties entered into an Amendment #2 to the Original Agreement executed by the Sponsor on February 9, 2017, and executed by the Commission on February 23, 2017, (hereinafter, "Amendment #2") under which the Commission extended the project time period from December 31, 2015 to December 31, 2017, to allow for completion of the work; and

WHEREAS, both parties desire to extend the project time period to allow for completion of the work.

NOW, THEREFORE, in consideration of the mutual covenants, promises and

representations in this Agreement, the parties agree as follows:

(1) PROJECT TIME PERIOD: Based upon the revised project schedule, the project time period of December 31, 2017 will be extended to June 30, 2019, to allow for completion of the work. Paragraph 1 (l) of Amendment #2 is hereby amended accordingly.

(2) ADDITIONAL PROVISIONS: The following provisions are applicable:

(A) The project will be carried out in accordance with the assurances (Exhibit 1) given by the Sponsor to the Commission as specified in the Original Agreement.

(B) This Amendment shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant amendment has been executed by the Sponsor on or before October 15, 2018, or such subsequent date as may be prescribed in writing by the Commission.

(C) All other terms and conditions of the Original Agreement, Amendment #1 and Amendment #2 entered into between the parties shall remain in full force and effect.

[Remainder of Page is Intentionally Left Blank.]

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

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

Executed by the Commission this ____ day of _____, 20____.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

CITY OF HARRISONVILLE

Title _____

By _____
Title _____

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____
Ordinance No. _____
(if applicable)

Attachment: Amend 3 to SBGA City of Harrisonville 13-110C-1 2 (1) 10-1-18 (MODOT Amendment to State Block Grant #3)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

CITY OF HARRISONVILLE

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: September 22, 2018
SUBJECT: MoDOT-MNA Ordinance

Type of Item: *Approval*

The Missouri Department of Transportation is requiring that our agreement for the Missouri Northern Arkansas Railroad Company to put in the railroad crossing guards on 267th St. be an ordinance and not a resolution as previously approved.

Council Bill No. 65

Ordinance No.

Ordinance AN ORDINANCE 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.

WHEREAS, the Missouri Department of Transportation (“MoDOT”) wishes to contract installation of crossing guards by the Missouri Northern Arkansas Railroad Company, Inc. (“MNA”) within the south city limits of the City of Harrisonville, Missouri (“City”);

WHEREAS, the City is willing to participate in the multi-agency improvement for the safety of the travelling public at the crossing of the MNA and 267th St.;

WHEREAS, all parties agree the installation will conform to the Manual on Uniform Traffic Control Devices (MUTCD) with the city to install two (2) signs indicating Railroad Crossing Ahead;

WHEREAS, MoDOT is authorizing the installation of two crossing gates to be operated automatically to block vehicles from crossing the tracks when a train approaches and is occupying the tracks;

WHEREAS, MNA will operate and maintain the signals as long as it operates trains through the signals;

WHEREAS, the Board of Aldermen after careful and due deliberation find that the Agreement with the Missouri Department of Transportation and the Missouri Northern Arkansas Railroad is in the best interest of the City of Harrisonville and its residents, and that the City Administrator should be authorized to execute such Agreement;

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

Section 1: That the City Administrator is hereby authorized and directed by the Board of Aldermen to execute on behalf of the City of Harrisonville, Missouri, the City’s portion of the Supplemental Agreement for Highway/Rail Crossing Improvements for 267th St.

Section 2: That this ordinance shall become effective immediately upon its passage and

approval.

:

DULY PASSED and ORDAINED by the Board of Aldermen and APPROVED by the Mayor
this 1st day of October 2018.

Read two times by title only on October 1, 2018. Vote taken as follows:

Ayes:

Nays:

Absent:

Abstain

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

ATTEST:

Randall K. Jones, City Clerk

WITNESS my hand and seal this 1st day of October 2018



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: September 27, 2018
SUBJECT: City Admin Rpt 10-1-18

Type of Item: Report

CITY ADMINISTRATOR REPORT

October 1, 2018

1. Street Department has set Saturday, October 13, 2018 as our Fall Cleanup Day. This will be from 8a-4p out on Rockhaven Road and it is one day ONLY. There will also be an eWaste collection Saturday, October 20, 2018 for electronics at The Family Center. CRT TV's will cost \$20 and CRT monitors will cost \$15 but other electronics are free. No hazardous waste will be collected at either of these events. And on Friday October 26 and Saturday October 27 will be the Brush Drop off at City Park. Staff will be there to offload tree limbs from 8a-5p each day. No yard waste accepted.

2. A county-wide veterans day celebration will be coming up Sunday, November 11, 2018 commemorating the 100 year anniversary of the end of World War I. The ceremony will begin at 10:30a at The Beck Event Space and conclude with dedication of a new monument honoring all Cass County servicemen lost during WWI.

3. We have had inquiries about candidate municipal election filing dates and wanted to pass along that the opening day is Tuesday, December 11 at 8:00 a.m. and the closing date is Tuesday, January 15, 2019 at 5:00 p.m. with certification by January 22, 2019, according to the Secretary of State's website. We will be giving numbers to candidates in the order as they come in the door. We will have all early candidates gather in the council chambers to fill out paperwork and staff will help with questions or problems regarding the candidate forms. Election day is Tuesday, April 2, 2019.

4. The yearly 71/291 TDD payment to the city has been made with the 6% interest, reducing the principal total by about \$200,000.

A. Action Item (ID # 3024)

City Admin Rpt 10-1-18