AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
JUNE 5, 2023
6:00 PM

1. Call to Order

A. Pledge of Allegiance

B. Roll Call

2. Ceremonial Matters

A. 2022 HPD Officer of the Year

3. Public Participation

4. Approval of Minutes

A. Board of Aldermen - Regular Meeting - May 15, 2023 6:00 PM

B. Board of Aldermen - Work Session - May 15, 2023 6:30 PM

5. Agenda Items

A. Council Bill 55: AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI ESTABLISHING ELECTRIC UTILITY DISCONNECT SERVICE

B. Council Bill 57: A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI, ADOPTING SHORT TERM GOALS OF THE CITY OF HARRISONVILLE, MISSOURI

C. Council Bill 58: A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A LAND PURCHASE AND SALE AGREEMENT

D. Council Bill 59: AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING A MODOT COMMISSION GOVERNOR'S TRANSPORTATION COST SHARE AGREEMENT

E. Council Bill 60: AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING A MODOT COMMISSION SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM AGREEMENT

6. Aldermen and Committee Reports

7. Report from the City Administrator

A. Municipal Court Report April 2023

8. Questions from the Media

9. Adjourn from Regular Session

Posted on City Hall Bulletin Board this 1st day of June, 2023.

____
Daniel Barnett, City Clerk

Public participation during regular meetings of the Board of Aldermen shall be limited to those who have submitted a completed agenda request form. 2 Each person wishing to address the Board during regular meetings of the Board of Aldermen on a topic not on the agenda shall submit a completed agenda request form five (5) business days prior to the meeting the person wishes to address the Board. If the agenda request concerns a complex issue requiring staff research time, the opportunity to address the Board may be moved to a future meeting instead of the meeting immediately following the submission of the agenda request form. 3. Those that have submitted a completed agenda request form shall be limited to three (3) minutes to address the Board, this time cannot be yielded to another person and this time may be extended in three (3) minutes increments only upon a majority vote of the members of the Board of Aldermen, with each additional three (3) minute increment requiring an additional majority vote of the members of the Board of Aldermen.

THE CITY OF HARRISONVILLE
WHERE TRADITION MEETS INNOVATION

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Theresa West, Assistant**

DATE: **May 23, 2023**

SUBJECT: **2022 HPD Officer of the Year**

Type of Item: *Discussion*

A. Discussion Item (ID # 4538)

2022 HPD Officer of the Year

THE CITY OF HARRISONVILLE
WHERE TRADITION MEETS INNOVATION

DRAFT

MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
MAY 15, 2023
6:00 PM

1. Call to Order

The meeting was called to order at 6:01 PM by Mayor Mike Zaring.

A. Pledge of Allegiance

Attendee Name	Organization	Title	Status	Arrived
Bill Mills	Harrisonville	Board Member	Present	
Mike Zaring	Harrisonville	Mayor	Present	
Sandy Franklin	Harrisonville	Board Member	Present	
Matt Turner	Harrisonville	Board Member	Present	
Dave Doerhoff	Harrisonville	Board Member	Present	
Marcia Milner	Harrisonville	Board Member	Present	
Judy Reece	Harrisonville	Board Member	Present	
Gary Davidson	Harrisonville	Board Member	Excused	
Kile Chaney	Harrisonville	Board Member	Present	

Others present: City Administrator Brad Ratliff, City Attorney Alex Felzien, Director of Administrative Services Jeremy Smith, Parks and Recreation Grant Purkey, Community Development Director Christina Stanton, Economic Development Director Jim Clarke, Electric Director Andy Pollard, Fire Marshall Eric Myler, Public Works Director/City Engineer Carl Brooks, Executive Secretary to the City Administrator Theresa West, City Engineer Ted Martin, Police Lieutenant Darin Chance, Police Lieutenant Darla Harris, Streets Superintendent Rodney Jacobs, City Engineer Ted Martin, Public Works employees Tad Snell, Kenny Hall, Jonathan Barnett, John Johnson, Ashley Graves, Rory Carver, Mike Newman and David Carpenter, Police Officers Dylan Bell, Tim Mikelson, Brenden Rinehart, Amber Bokern, Kyle Truelove, Bryan Kincaide and Matthew Pruitt, Mr. Ryan Head of Lauber Municipal Law and City Clerk Daniel Barnett - recording.

2. Ceremonial Matters

A. 5 Year Service Award - Jacob Harms

Item was removed from the agenda, as Mr. Harms was unable to attend.

Minutes Acceptance: Minutes of May 15, 2023 6:00 PM (Approval of Minutes)

B. Police Week Proclamation

Mayor Zaring was joined by several members of the Harrisonville Police Department as he read the proclamation declaring May 9-20, as National Police Week.

Zaring spoke to his appreciation for the tremendous sacrifice made by each of the officers and thanked them for their service.

C. Public Works Week Proclamation

Mayor Zaring was joined by several members of the various City Public Works Departments as he read the proclamation declaring May 21-27, as National Public Works Week.

Zaring thanked each member of the Public Works staff for their hard work and dedication to the Harrisonville community.

Mayor Zaring asked that council bill 50 be moved ahead of Public Participation and Approval of Minutes on the agenda.

A. A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING THE CITY ADMINISTRATOR TO RENAME AN EXISTING STRUCTURE OWNED BY THE CITY.

Mayor Zaring invited Streets Superintendent Rodney Jacobs to join him at the front of the room.

Zaring spoke to the more than 47 years that Jacobs has worked for the City, commending his decades of service to the Harrisonville community and saying it has been a blessing to have Jacobs working for the City for all those many years.

Zaring said he appreciated Jacobs and said the community owes him a debt of gratitude.

Jacobs says he believes he also owes the City and the community a debt of gratitude.

Jacobs said those who works in Public Works must have a desire to serve if they are going to last any amount of time.

Zaring informed Jacobs that the next item on the agenda was a resolution to rename the Streets Department facility at 1403 S Independence Street to the 'Rodney Jacobs Streets Maintenance Shop'.

Upon passage of the resolution, Jacobs received a standing ovation from all in attendance.

Jacobs spoke to the character of those he had the pleasure of working with, and said he has greatly appreciated the opportunity to serve the City of Harrisonville.

Upon passage, Mayor Zaring designated the resolution to be Resolution number 2023-20.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dave Doerhoff, Board Member
SECONDER:	Matt Turner, Board Member
AYES:	Mills, Franklin, Turner, Doerhoff, Milner, Reece, Chaney
EXCUSED:	Gary Davidson

3. Public Participation

B. Agenda Request - Robb Steinbeck

Minutes Acceptance: Minutes of May 15, 2023 6:00 PM (Approval of Minutes)

Rob Steinbeck (2203 Twin Oaks Drive) - Mr. Steinbeck spoke to the Board about concerns he has with the City's security deposits for utility accounts.

Steinbeck spoke to the current City ordinance regarding utility deposits.

Steinbeck shared concerns about charging the same utility deposit for a one-bedroom apartment as is charged for a four-bedroom apartment.

City Attorney Felzien informed Mr. Steinbeck that he was out of time.

Steinbeck petitioned the Board for additional time.

Alderwoman Milner motioned to approve three additional minutes of speaking time. The motion was seconded by Alderwoman Reece and passed unanimously via show of hands vote.

Steinbeck asked that utility deposits be raised to $500 or $600, and said the City was being too generous with its deposit structure.

Mayor Zaring thanked Mr. Steinbeck for his comments.

4. Approval of Minutes

A. Board of Aldermen - Regular Meeting - May 1, 2023 6:00 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Marcia Milner, Board Member
SECONDER:	Dave Doerhoff, Board Member
AYES:	Mills, Franklin, Turner, Doerhoff, Milner, Reece, Chaney
EXCUSED:	Gary Davidson

B. Board of Aldermen - Work Session - May 1, 2023 6:30 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Matt Turner, Board Member
SECONDER:	Sandy Franklin, Board Member
AYES:	Mills, Franklin, Turner, Doerhoff, Milner, Reece, Chaney
EXCUSED:	Gary Davidson

C. Closed Session Minutes - May 1, 2023

A motion to accept the minutes from the May 1, 2023, Closed Session was made by Alderman Doerhoff, with a second from Alderwoman Franklin. The motion carried with a unanimous 7-0 vote, as Alderman Davidson was not present.

5. Agenda Items

A. A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI ADOPTING THE CITY OF HARRISONVILLE VOLUNTARY FLOOD BUYOUT POLICY.

Staff report presented by City Engineer Martin.

Martin spoke about the acquisition process that is required by the Federal Emergency Management Agency (FEMA).

Martin spoke to the requirements for a property once it has been bought out, and said a structure was not allowed to be built on the property.

Upon passage, Mayor Zaring designated the resolution to be Resolution number 2023-21.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Matt Turner, Board Member
SECONDER:	Kile Chaney, Board Member
AYES:	Mills, Franklin, Turner, Doerhoff, Milner, Reece, Chaney
EXCUSED:	Gary Davidson

B. A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI, STATING INTENT TO SEEK FUNDING THROUGH THE HAZARD MITIGATION GRANT PROGRAM AND AUTHORIZING THE MAYOR TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING AND IDENTIFYING A PROJECT MANAGER.

Alderwoman Milner asked about whether or not bought out property is allowed to be purchased.

Martin said he does not see why it would not be allowed to be purchased, as long the deed states that a structure is not allowed to be constructed.

Upon passage, Mayor Zaring designated the resolution to be Resolution number 2023-22.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Matt Turner, Board Member
SECONDER:	Marcia Milner, Board Member
AYES:	Mills, Franklin, Turner, Doerhoff, Milner, Reece, Chaney
EXCUSED:	Gary Davidson

C. A RESOLUTION OF THE HARRISONVILLE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING CITY ADMINISTRATOR TO UPDATE AUTHORIZED BANKING SIGNATURES AT COMMUNITY BANK AND COMMERCE BANK, AND ESTABLISHING AN EFFECTIVE DATE.

Staff report presented by Director of Administrative Services Smith.

Smith said the current signature list at Community Bank and Commerce Bank needed to be updated to include Mayor Zaring.

Upon passage, Mayor Zaring designated the resolution to be Resolution number 2023-23.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Marcia Milner, Board Member
SECONDER:	Judy Reece, Board Member
AYES:	Mills, Franklin, Turner, Doerhoff, Milner, Reece, Chaney
EXCUSED:	Gary Davidson

D. A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A TERRITORIAL AGREEMENT BETWEEN THE CITY OF HARRISONVILLE AND OSAGE VALLEY ELECTRIC COOPERATIVE ASSOCIATION.

Staff report presented by Electric Superintendent Pollard.

Pollard said the agreement covers a portion of Missouri-7 Highway that the City does not have infrastructure covering.

Pollard said the agreement would cover a need from the Missouri Department of Transportation, that is within city limits and that can be supplied by Osage Valley Electric Cooperative, as they have infrastructure in the area.

Upon passage, Mayor Zaring designated the resolution to be Resolution number 2023-24.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dave Doerhoff, Board Member
SECONDER:	Matt Turner, Board Member
AYES:	Mills, Franklin, Turner, Doerhoff, Milner, Reece, Chaney
EXCUSED:	Gary Davidson

E. AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI ESTABLISHING ELECTRIC UTILITY DISCONNECT SERVICE

Staff report presented by Electric Superintendent Pollard.

Pollard reminded the Board of previous discussions held on the matter during the April 17, Work Session.

Pollard said the ordinance would require a Utility Disconnect to be installed for any CT Metering customer whose service is interrupted, if one does not already exist.

Alderman Mills and Chaney asked for clarification on who the ordinance would impact.

Pollard expounded upon the requirements for CT metering.

A motion was made by Alderman Mills to suspend the rules and advance the ordinance to a second reading, which will take place on June 5, 2023. The motion was seconded by Alderwoman Milner and passed with a unanimous vote.

RESULT:	**SCHEDULED** **Next: 6/5/2023 6:00 PM**

F. AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE FINDING THE HARRISONVILLE SQUARE NEIGHBORHOOD REDEVELOPMENT AREA AS A BLIGHTED AREA.

Attorney Ryan Head of Lauber Municipal Law spoke to the Board about the Blight Study recently conducted on behalf of the City and as it relates to the recently approved Harrisonville Neighborhood Square Redevelopment Plan.

Head presented the study's findings and sought out input from the Board.

Upon passage, Mayor Zaring designated the ordinance to be Ordinance number 3651.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Bill Mills, Board Member
SECONDER:	Dave Doerhoff, Board Member
AYES:	Mills, Franklin, Turner, Doerhoff, Milner, Reece, Chaney
EXCUSED:	Gary Davidson

6. Aldermen and Committee Reports

Alderwoman Franklin provided an update to the Board from the recent Park Board meeting, discussing a variety of topics and upcoming events. Franklin spoke about the upcoming Kiwanis Club 100-year Anniversary Celebration and the donation they will be making to the Parks and Recreation Department.

Alderman Doerhoff spoke about the meeting held at Lawrence Smith Memorial Airport. Doerhoff said the meeting was well attended.

7. Report from the City Administrator

City Administrator Ratliff spoke to the Board about a series of upcoming events that will be taking place in and around the community.

Ratliff informed the Board that the James to Blueberry Storm Drainage Improvement program has been advertised and requested qualifications are due on May 18.

Ratliff spoke about the recent kick-off meeting for the Ash Street Culvert and Town Creek Bridge/Channel Improvements project and said it went well.

Ratliff informed the Board that City staff received five bids for the 2023 Asphalt Program.

Ratliff informed the Board that City staff received seven bids for the 2023 Sidewalk and Curb project.

Ratliff told the Board that the Fire Department is working to secure a grant that will reimburse the City for 90-percent of the cost of purchasing a new ambulance.

Ratliff informed the Board that the Police Department recently conducted underage alcohol sale compliance checks at 11 local businesses, in which none of the businesses sold to minors.

Ratliff informed the Board that current Animal Control Officer Jessi Baker has been promoted to the role of Animal Control Supervisor.

Ratliff informed the Board that City staff have received a commercial site plan for Whataburger. Ratliff said comments are due to the applicant by May 18.

Ratliff said a preliminary development plan and rezoning application have been received by City staff for the property housing the former Cass Regional Medical Center. Ratliff said comments are due to the applicant by May 25.

8. Questions from the Media

Dennis Minich of the Tribune and Times said he appreciated that the Board has moved to require ordinances that amend City Code to be read at multiple meetings.

9. Adjourn from Regular Session

A motion was made by Alderman Turner to adjourn, with a second by Alderwoman Franklin. Motion carried with all ayes. Meeting adjourned at 6:56 p.m.

Mike Zaring, Mayor & Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

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Daniel Barnett, City Clerk

Minutes Acceptance: Minutes of May 15, 2023 6:00 PM (Approval of Minutes)

THE CITY OF HARRISONVILLE
WHERE TRADITION MEETS INNOVATION

DRAFT

MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
WORK SESSION
CITY HALL
MAY 15, 2023
6:30 PM

1. Call to Order

The meeting was called to order at 7:02 PM by Mayor Mike Zaring.

2. Present

Attendee Name	Organization	Title	Status	Arrived
Bill Mills	Harrisonville	Board Member	Present	
Mike Zaring	Harrisonville	Mayor	Present	
Sandy Franklin	Harrisonville	Board Member	Present	
Matt Turner	Harrisonville	Board Member	Present	
Dave Doerhoff	Harrisonville	Board Member	Present	
Marcia Milner	Harrisonville	Board Member	Present	
Judy Reece	Harrisonville	Board Member	Present	
Gary Davidson	Harrisonville	Board Member	Excused	
Kile Chaney	Harrisonville	Board Member	Present	

Others present: City Administrator Brad Ratliff, City Attorney Alex Felzien, Director of Administrative Services Jeremy Smith, Public Works Director/City Engineer Carl Brooks, Police Chief John Hofer, Electric Director Andy Pollard, Parks Director Grant Purkey, Community Development Director Christina Stanton, Economic Development Director Jim Clarke, Executive Secretary to the City Administrator Theresa West and City Clerk Daniel Barnett - recording.

3. Discussion Items

A. Housing Study

Community Development Director Stanton presented a Housing and Affordability Study of Harrisonville to the Board of Aldermen and asked the Board to provide direction to City staff regarding how to respond to requests for rental projects and subsidized rental projects.

Stanton reminded the Board of discussions held during a Work Session on July 8, 2022, in which the Board requested that City staff compile a report on available housing need, or lack thereof, issues created by subsidized housing and their impact on the City.

Stanton said staff worked with a consultant to complete the study.

Stanton provided the Board with the consultant's findings regarding housing demand, housing supply, housing income, federal housing, housing and mortgages, owner-occupied housing by submarket and renter-occupied housing by submarket.

Stanton spoke to the number of Harrisonville residents currently taking advantage of Federal Housing programs.

Stanton said the study concluded that the City has seen just over 150 new building permits since 2014.

Stanton said the study found that more affordable, rental properties are needed to support the market and to lower the number of cost-burdened households.

Stanton also said the study found that there is an adequate distribution of public housing or Section 8 units throughout the community.

Stanton said the amount of Section 8 housing currently present in Harrisonville did not reach the level of 'saturated'.

Stanton said most supply issues found within the study were income-based and not truly supply-based.

Stanton outlined a series of options that the consultants presented as 'action steps' for the City to move forward with its housing market.

Alderwoman Milner said she is pleased with the number of subsidized housing options currently present within the City.

Mayor Zaring asked if the term 'saturated' could be better defined by the consultant.

Stanton spoke to discussion with the consultant regarding their understanding of saturation.

City Administrator Ratliff spoke to the City's options for determining approval for any requests for subsidized housing projects.

Ratliff suggested the City require developers be held to a percentage of subsidized housing for a proposed project.

Milner spoke to the impact subsidized housing can have on the Harrisonville Cass R-XI School District.

Ratliff said the percentage would have to be reasonable in the eyes of a judge.

Alderman Chaney suggested basing the percentage off of the current poverty rate for Harrisonville.

Zaring suggested comparing the study to other communities in Cass County, or other similar-sized cities.

Milner suggested examining the percentage of unpaid utility bills for rental properties in Harrisonville.

Ratliff said City staff will begin compiling the requested information and will present it to the Board in a Work Session, at a later date.

A motion to adjourn from the Work Session was made by Alderwoman Milner, with a second by Alderwoman Franklin. Motion carried with all ayes. Meeting adjourned at 7:45 p.m.

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Mike Zaring, Mayor & Ex-Officio
Chairman of the Board of Aldermen

Minutes Acceptance: Minutes of May 15, 2023 6:30 PM (Approval of Minutes)

ATTEST:

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Daniel Barnett, City Clerk

Minutes Acceptance: Minutes of May 15, 2023 6:30 PM (Approval of Minutes)

THE CITY OF HARRISONVILLE
WHERE TRADITION MEETS INNOVATION

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Daniel Barnett,**

DATE: **May 11, 2023**

SUBJECT: **Ordinance Utility Disconnects**

Type of Item: *Approval*

A. Action Item (ID # 4532)

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI ESTABLISHING ELECTRIC UTILITY DISCONNECT SERVICE

History:

05/15/23 Board of Aldermen SCHEDULED

Staff report presented by Electric Superintendent Pollard.

Pollard reminded the Board of previous discussions held on the matter during the April 17, Work Session.

Pollard said the ordinance would require a Utility Disconnect to be installed for any CT Metering customer whose service is interrupted, if one does not already exist.

Alderman Mills and Chaney asked for clarification on who the ordinance would impact.

Pollard expounded upon the requirements for CT metering.

A motion was made by Alderman Mills to suspend the rules and advance the ordinance to a second reading, which will take place on June 5, 2023. The motion was seconded by Alderwoman Milner and passed with a unanimous vote.

Attachments:

Minutetraq Staff Report City of Harrisonville Utility Disconnect Ordinance (DOC)

Electric Utility Disconnect Ordinance (DOCX)

THE CITY OF HARRISONVILLE
WHERE TRADITION MEETS INNOVATION

300 E. Pearl Street, P.O. Box 367 • Tel: 816-380-8900 • Fax: 816-380-8906 • Harrisonville, MO 64701

To: **Board of Aldermen**

From: Andy Pollard, Electric Director

Date: **May 15, 2023**

Re: **Utility Disconnect**

GENERAL INFORMATION

Applicant:

Requested Actions: **Approve the Ordinance reflecting that if a service is interrupted to a customer where CT Metering is in place that a Utility Disconnect must be installed.**

Date of Application: May 16, 2023

PROPOSAL

Currently, the City of Harrisonville does not require that a customer who has services removed due to non-payment or for other actions to install a Utility Disconnect so that the service does not have to be removed to do so in the future.

PREVIOUS ACTIONS

In the past we have not required a Utility Disconnect to be installed, but with all of the renovations and some recent shut-offs requiring customer service line removed has cost the City a larger than normal service cost to either remove or turn on services once repairs or payment has been made. Currently, two trucks (usually bucket trucks) and four workers are needed to safely remove a service.

KEY ISSUES

Less staff would need to reconnect as only the Utility Disconnect would need to be turned on or off. Only using a pickup and one person to operate the switch. An Electric Department lock would be installed to hamper any tampering.

STAFF COMMENTS AND SUGGESTIONS

Mauer Law Firm has assisted with the drafting of the ordinance.

STAFF RECOMMENDATION

Staff recommends approval of the ordinance.

ATTACHMENTS

Utility Disconnect Ordinance.

Attachment: Minutetraq Staff Report City of Harrisonville Utility Disconnect Ordinance (Ordinance Utility Disconnects)

STAFF CONTACT:

Andy Pollard, Electric Director

Attachment: Minutetraq Staff Report City of Harrisonville Utility Disconnect Ordinance (Ordinance Utility Disconnects)

Council Bill No. ____

Ordinance No. ____

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI ESTABLISHING ELECTRIC UTILITY DISCONNECT SERVICE

WHEREAS, the City of Harrisonville desires to establish a new Municipal Code section regarding the installation of a Electric Utility Disconnect in the event a user of Harrisonville electric fails to pay for services rendered.

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

Section 1: Section 700.295 of the Code is hereby established to read as follows:

"**Electric Utility Disconnect.**

If the City of Harrisonville deems it necessary, it may install a physical Utility Disconnect on any Residential or Commercial structure receiving electrical service from the City. The fee for installation of the Utility Disconnect shall be the sole responsibility of the owner of the structure receiving the Utility Disconnect. The Utility Disconnect fee shall be Five Hundred Dollars ($500.00), unless amended by the City's Fee Resolution. In addition to the Utility Disconnect fee, the structure's owner shall be responsible for all past and due electric service fees before service will be reestablished by the City. Where possible, the Utility Disconnect shall be located between the transformer and the meter on any given structure."

Section 2: That this Ordinance shall be in effect immediately upon passage.

Read for the first time by title only on the 15th day of May, 2023. Read for the second time by title only on the 15th day of May 2023.

____
Mike Zaring, Mayor

ATTEST:

____
Daniel Barnett, City Clerk

APPROVED by the Mayor this 15th day of May 2023.

THE CITY OF HARRISONVILLE
WHERE TRADITION MEETS INNOVATION

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Theresa West, Assistant**

DATE: **May 23, 2023**

SUBJECT: **Resolution for Board of Aldermen Goals 2023**

Type of Item: *Approval*

B. Action Item (ID # 4537)

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI, ADOPTING SHORT TERM GOALS OF THE CITY OF HARRISONVILLE, MISSOURI

Attachments:

Minutetraq Staff Report BOA Goals 2023 (DOC)

Resolution for Board of Aldermen Goals 2023 (DOCX)

THE CITY OF HARRISONVILLE
WHERE TRADITION MEETS INNOVATION
300 E. Pearl Street, P.O. Box 367 • Tel: 816-380-8900 • Fax: 816-380-8906 • Harrisonville, MO 64701

To: **Board of Aldermen**

From: Daniel Barnett, City Clerk

Date: **June 5, 2023**

Re: **Harrisonville Board of Aldermen Goals for 2023**

GENERAL INFORMATION

Requested Actions: Approve the proposed Harrisonville Board of Aldermen Goals for 2023

Date of Application: NA

PROPOSAL

During the Board of Aldermen Retreat on May 10, 2023, a discussion was held regarding a series of goals for the Board of Aldermen and the City for the year 2023.

From this discussion, eight goals were proposed:

1. Maintain Financial Stability
2. Economic Development
3. Strengthen Public Safety
4. Upgrade Technology and Broadband
5. Develop Human Capital
6. Invest in Public Infrastructure
7. Promote Community Involvement
8. Eliminate Blight

PREVIOUS ACTIONS

Discussions held during the May 10, Board of Aldermen Retreat.

KEY ISSUES

STAFF COMMENTS AND SUGGESTIONS

Staff appreciate the discussions held by the Board of Aldermen and the direction that these goals will provide to the City.

STAFF RECOMMENDATION

Staff recommends approval of the proposed goals.

ATTACHMENTS

Attachment: Minutetraq Staff Report BOA Goals 2023 (Resolution for Board of Aldermen Goals 2023)

STAFF CONTACT:

Daniel Barnett, City Clerk

Council Bill 2023 -

Resolution 2023 -

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI, ADOPTING SHORT TERM GOALS OF THE CITY OF HARRISONVILLE, MISSOURI

WHEREAS, the City of Harrisonville has as its mission to objectively serve the citizens, provide the services necessary to ensure the safety and well-being of all, and provide the quality of life expected by the community; and

WHEREAS, to carry out that mission, the Mayor, Board of Aldermen and City staff desired to identify the three most important issues currently facing the City and set goals and action steps to resolve those issues; and

WHEREAS, the Mayor and Board of Aldermen, along with City have worked together to identify these issues, goals, and action steps; and

WHEREAS, the Board of Aldermen desires to set a course for achieving each of these goals throughout 2023; and

WHEREAS, the Board of Aldermen desires to memorialize these efforts to create a tangible reminder of its determination to achieve these goals.

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

Section 1. The City's elected and appointed officials shall endeavor to implement, administer, execute, and complete the following goals of the City throughout 2023:

1. Maintain Financial Stability
2. Economic Development
3. Strengthen Public Safety
4. Upgrade Technology and Broadband
5. Develop Human Capital
6. Invest in Public Infrastructure
7. Promote Community Involvement
8. Eliminate Blight

Section 2. Effective Date. This resolution shall become effective on June 5, 2023 upon approval and passage by the Board of Aldermen.

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR OF THE CITY OF HARRISONVILLE, MISSOURI ON THIS 5TH DAY OF JUNE 2023.

VOTE TAKEN AS FOLLOWS:

AYES:
NAYS:
ABSENT:
ABSTAIN:

____
Mike Zaring, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

____
Daniel Barnett, City Clerk
WITNESS my hand and seal this 5th day of June 2023.

THE CITY OF HARRISONVILLE
WHERE TRADITION MEETS INNOVATION

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Daniel Barnett,**

DATE: **May 26, 2023**

SUBJECT: **Resolution for Sale of Rail Spur**

Type of Item: *Approval*

C. Action Item (ID # 4541)

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A LAND PURCHASE AND SALE AGREEMENT

Attachments:

Staff Report - Rail Spur - Authorize City Admin. to Execute Rail Spur Sale-Purchase Agmt (DOC)

Harrisonville - City Railroad Spur correspondance (PDF)

Rail Spur Sale Resolution 2023 (DOC)

THE CITY OF
HARRISONVILLE
WHERE TRADITION MEETS INNOVATION

300 E. Pearl Street, P.O. Box 367 • Tel: 816-380-8900 • Fax: 816-380-8906 • Harrisonville, MO 64701

To: Board of Aldermen

From: Jim Clarke – Economic Development Manager

Date: June 5, 2023

Re: Railroad Spur – Sale/Purchase Agreement

GENERAL INFORMATION

Applicant: Jim Clarke

Requested Actions: Approval

Date of Application: June 5, 2023

PROPOSAL

To approve the Execution of a Sale/Purchase Agreement with UFP Industries, Inc. (fka Universal Forest Products) (possibly with UFP Real Estate – if corporate leadership determines their real estate group is the appropriate Team to execute this transaction) - for the Sale and Purchase of the City owned railroad spur to the sole user of the spur, namely, UFP Industries, Inc. and to authorize the City Administrator to execute the Sale/Purchase Agreement with UFP Industries, Inc..

PREVIOUS ACTIONS

Board of Aldermen passed Amended Ordinance, August 16, 2021, regarding City owned railroad spur, transferring the costs of maintenance and repairs from the City, to the railroad spur user/s.

Board of Aldermen authorized City Administrator to execute a User Agreement – Lease of Track, this was achieved.

Board of Aldermen approved the agreed upon (by City Administrator and UFP Industries, Inc.) purchase price of $125,000 for the railroad spur and associated land. (email attached)

KEY ISSUES

The Board of Aldermen approved an agreed upon Purchase Price of $125,000.

UFP Industries, Inc. executed a User Agreement – Lease of Track with the City and has made several payments on the agreed upon monthly track rental fee.

The railroad spur was installed specifically and solely for UFP Industries, Inc. (Universal Forest Products at the time) use and UFP has been the only user of the City's railroad spur. Staff cannot identify any other legitimate user of the City's railroad spur.

UFP Industries, Inc. recently exercised its option to purchase an additional approximately 11 acres adjacent to the South of their Harrisonville operation, for future expansion.

STAFF COMMENTS AND SUGGESTIONS

Staff has no additional comments or suggestions.

STAFF RECOMMENDATION

Staff recommends the Board of Aldermen approve the execution of the Sale/Purchase Agreement for the City's railroad spur to UFP Industries, Inc..

ATTACHMENTS

Resolution – Authorizing City Administrator to execute the Sale/Purchase Agreement with UFP Industries, Inc.

Purchase Price – Email stating the agreed upon Purchase Price by City Administrator and UFP Real Estate of $125,000

STAFF CONTACT:

Jim Clarke
Economic Development Manager

From: Jim Clarke
To: Chuck King
Cc: Marina McKisson
Subject: RE: Harrisonville - City Railroad Spur
Date: Friday, October 28, 2022 12:54:00 PM
Attachments: [illegible]

Chuck,

I thoroughly enjoyed our time together as well and I sincerely appreciate you reaching out to meet and connect at IAMC.

The City Administrator is good with your $125,000 offer. He requested I share with you, that UFP will cover all closing costs. Staff will need to present to the Board of Aldermen for final approval. Staff intends to present to the Board of Aldermen at their November 7 meeting.

Thanks and have a good weekend,

Jim

Jim Clarke, CEcD
Economic Development Director
300 E. Pearl St.
Harrisonville, Mo. 64701
816-380-8973 Direct

From: Chuck King <chuck.king@ufpi.com>
Sent: Friday, October 28, 2022 12:30 PM
To: Jim Clarke <jclarke@harrisonville.com>
Cc: Marina McKisson <Marina.McKisson@ufpi.com>
Subject: RE: Harrisonville - City Railroad Spur

Jim, I really enjoyed our time together and the entire Forum experience.

In response to your counteroffer, I would like to respond by offering $125,000 for the rail line.

The transaction would be a cash purchase. I am not confident we can hit the close by year-end, but we will make our best effort.

Please discuss with your team. I look forward to hearing form you soon. Thanks

Chuck King
Cell: 616.560.3330
Office: 616.365.1521

From: Jim Clarke <jclarke@harrisonville.com>
Sent: Wednesday, October 26, 2022 12:39 AM
To: Chuck King <chuck.king@ufpi.com>
Subject: Harrisonville - City Railroad Spur

Hello, Chuck,

Great to meet you and connect at IAMC this week. Thanks for reaching out.

Please see attached letter, dated October 24, 2022, outlining the City's intent and direction with the City's railroad spur and future use and maintenance.

The City desires to coordinate this effort with you, for the benefit of all parties, the citizens, the City and UFP Industries.

I look forward to working with you on this matter.

My best,

Jim

Jim Clarke, CEcD
Economic Development Director
300 E. Pearl St.
Harrisonville, Mo. 64701
816-380-8973 Direct
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This is an email from outside your organization.

Council Bill 2023-

Resolution 2023-

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A LAND PURCHASE AND SALE AGREEMENT

WHEREAS, the City of Harrisonville intends to sell its rail spur to UFP Real Estate, LLC; and

WHEREAS, the City wishes for Brad Ratliff, City Administrator, to sign the agreement on behalf of the City; and

WHEREAS, the City desires to sell, and UFP Real Estate, LLC desires to purchase the City's rail spur.

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

Section 1. The City Administrator is authorized to enter into a Purchase and Sale Agreement with UFP Real Estate, LLC to sell the City's rail spur.

Section 2. *Effective Date.* This Resolution shall become effective immediately upon passage.

VOTE TAKEN AS FOLLOWS:

AYES:
NAYS:
ABSENT:
ABSTAIN:
EXCUSED:

____
Mike Zaring, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

____
Daniel Barnett, City Clerk
WITNESS my hand and seal this 5th day of June 2023.

Attachment: Rail Spur Sale Resolution 2023 (Resolution for Sale of Rail Spur)

THE CITY OF HARRISONVILLE
WHERE TRADITION MEETS INNOVATION

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Daniel Barnett,**

DATE: **May 26, 2023**

SUBJECT: **Ordinance MoDOT Cost Share Funds Royal St Extension**

Type of Item: *Approval*

D. Action Item (ID # 4542)

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING A MODOT COMMISSION GOVERNOR’S TRANSPORTATION COST SHARE AGREEMENT

Attachments:

Staff Report Royal Street Extension MoDOT Cost Share (DOC)

MoDOT Governors Cost Share Agreement Royal St Extension (PDF)

MoDOT Ordinance Agreement MARC Funds Royal St Extension (DOCX)

THE CITY OF
HARRISONVILLE
WHERE TRADITION MEETS INNOVATION

PUBLIC WORKS DEPARTMENT, 201 W. Chestnut St., Harrisonville, MO, 64701, Phone (816) 380 – 8964

To: Mayor & Board of Aldermen

From: Carl Brooks, Director of Public Works (cbrooks@harrisonville.com)

Date: **June 5, 2023**

Re: Ordinance No. 2023-xx, Mayor & Board of Alderman (BOA) Acceptance of the MoDOT Governor's Transportation Cost Share Agreement

GENERAL INFORMATION

Applicant: City Staff

Requested Actions: Approval of Ordinance

Purpose: Acceptance of the MoDOT Governor's Transportation Cost Share Agreement for the Royal Street Extension Project.

Property Location: Royal Street Extension from Route 291 & Royal Street to S. Jefferson Parkway

PROPOSAL

The attached MoDOT Governor's Transportation Cost Share Agreement for the Royal Street Extension Project Number SNS0021. This agreement grants the City of Harrisonville $4,486,556 for the construction of the Royal Street Extension from Route 291 & Royal Street to S. Jefferson Parkway. City staff have been requested to obtain approval of the attached agreement. The agreement has been drafted by MoDOT staff and must be fully executed by the city with the attached ordinance.

PREVIOUS ACTIONS

The City submitted and received a Governor's Transportation Cost Share grant for the Royal Street Extension from Route 291 & Royal Street to S. Jefferson Parkway in the amount of $4,486,556.

KEY ISSUES

This project is fully funded by the following accounts:

1) The M291 Highway TDD approved bonds in the amount of $24M

2) The Governor's Transportation Cost Share grant - $4,486,556

STAFF COMMENTS AND SUGGESTIONS

City staff agree with the proposed MoDOT Governor's Transportation Cost Share Agreement, with the proposed ordinance; and that the City attorney has reviewed the attached agreement and ordinance.

STAFF RECOMMENDATION

City staff recommends passage of this ordinance.

ATTACHMENTS

MoDOT Governor's Transportation Cost Share Agreement

Ordinance 2023-xx

CCO Form:	FS35G	Entity: City of Harrisonville
Approved:	1/20 (MWH)	Project Number/Name: Royal St. Extension
Revised:	3/23 (RSV)	MoDOT Project Number: SNS0021
Modified:		eAgreement #: 2023-03-77122

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
GOVERNOR'S TRANSPORTATION COST SHARE AGREEMENT

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

WITNESSETH:

WHEREAS, pursuant to Section 4.445 of Truly Agreed to and Finally Passed House Bill 3004 from the 2022 legislative session (**TAFP HB 3004 2022**), the Missouri General Assembly (**GA**) has appropriated Seventy-Five million dollars ($75,000,000) in general revenue funds to the Commission to be expended for road and bridge projects under the *Governor's Transportation Cost Share Program* (**Program**); and

WHEREAS, the Entity applied to the Commission for participation in the Program; and

WHEREAS, on January 4, 2023, the Commission approved the Entity's application to the Program for a proposed road and bridge improvement project (**Project**) off the State Highway System subject to the terms and conditions of this Agreement; and

WHEREAS, the Commission will administer these Program funds to the Entity with the understanding that such funds will be used for the purpose of funding the Entity's proposed Project, as further described within TAFP HB 3004 2022 and within this Agreement.

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

(1) PROGRAM PURPOSE AND AMOUNT OF PROGRAM:

(A) The Program purpose is to provide financial assistance to public and private entities for public road and bridge projects satisfying a transportation need, provided that these funds shall not supplant, and shall only supplement, the current planned allocation of road and bridge expenditures under the most recently adopted State Transportation and Improvement Plan (**STIP**), including all amendments thereto, as of the date of passage of TAFP HB 3004 2022 by the GA.

(B) The total amount of this Program, as provided within Section 4.445

Attachment: MoDOT Governors Cost Share Agreement Royal St Extension (Ordinance MoDOT Cost Share Funds Royal St Extension)

of TAFP HB 3004 2022, is Seventy-Five Million dollars ($75,000,000). These Program funds are subject to appropriations made by the GA and gubernatorial release of such funds appropriated to the Commission. The Commission will administer funds from the Program in an amount not to exceed Seventy-Five Million dollars ($75,000,000); however, in the event state funds appropriated within Section 4.445 of TAFP HB 3004 2022 are reduced so that the Commission is incapable of completely satisfying its obligations to the Entity, the Commission may recompute and reduce this Program and the amount of this Agreement.

(C) The designation of this Program does not create a lump sum quantity contract, but rather only represents the amount of funding available for reimbursement of eligible Program expenses. In no event will the Commission reimburse the Entity for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all Project expenses to ensure that they are eligible Program expenses.

(D) These Program funds are for construction contract costs only. All other non-construction costs, including but not limited to preliminary engineering, environmental services, right-of-way services and acquisitions, utilities, construction inspection, etc. are ineligible for funds from Section 4.445 of TAFP HB 3004 2022. The Entity shall be solely responsible for all ineligible costs.

(2) PROGRAM TIME PERIOD: This Agreement provides Program funding for expenditures during State Fiscal Year (**SFY**) 2023 (July 1, 2022 - June 30, 2023). In the event the funds are re-appropriated by the GA into another SFY, the Program time period will automatically be adjusted to reflect the new SFY.

(3) REQUEST FOR RE-APPROPRIATION OF FUNDS AND EXTENSION OF TIME FOR COMPLETION OF PROJECT: It is anticipated the Seventy-Five Million dollars ($75,000,000) provided within Section 4.445 of TAFP HB 3004 2022 will not be fully expended by June 30, 2023, the end of SFY 2023. Therefore, the Commission will request for the re-appropriation of Program funds and extension of time for completion of the Project. If the re-appropriation is not approved by the GA, the Entity has the discretion to complete the construction of the Project at the Entity's expense and at no cost or expense whatsoever to the Commission.

(4) PURPOSE: The purpose of this Agreement is to coordinate participation by the Commission in the cost of the Entity's proposed Project in accordance with Section 4.445 of TAFP HB 3004 2022.

(5) LOCATION AND JOB NUMBER: The proposed Project that is the subject of this Agreement is identified as MoDOT job number SNS0021 and Entity job SNS0021 Royal Street Extension. The Project is contemplated at the following location:

Extension of Royal Street from the intersection of Route 291 and Royal Street to S. Jefferson Parkway in Harrisonville, MO. This includes an additional access

Attachment: MoDOT Governors Cost Share Agreement Royal St Extension (Ordinance MoDOT Cost Share Funds Royal St Extension)

drive to S. Jefferson Parkway, resulting in two access points to S. Jefferson Parkway. The project is approximately 7500 feet in length.

The general location of the Project is shown on the attachment marked as "**Exhibit A**" and is incorporated herein by reference.

(6) SCOPE OF WORK: The Entity shall undertake and complete the proposed Project described in the Entity's Scope of Work Statement, which is attached and marked as "**Exhibit B**" and is incorporated herein by reference. The Project will be defined by the Entity's Scope of Work Statement. Any proposed changes to the Entity's Scope of Work, during design or construction of the Project, must be submitted in writing for Commission review and approval before the changes will be considered eligible for participation in the Program.

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

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

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

(10) PROJECT RESPONSIBILITIES: With regard to Project responsibilities under this agreement, the parties agree as follows:

(A) The Entity shall be responsible for design of the Project and shall prepare detailed right-of way and construction plans and specifications. The Entity shall provide the Commission with final construction Plans, Specifications and Estimate (PS&E) prior to bidding the Project.

(B) The Entity shall acquire right-of-way as needed for the Project in accordance with Commission requirements for Local Public Agency projects.

(C) The Entity shall be responsible for letting the road and bridge improvement Project, which includes advertising the Project for bids and awarding the construction contract. The Entity shall award the contract to the lowest, responsive, responsible bidder. The Commission will review all contractors' bids and concur with the selection of the apparent successful low bidder prior to the Entity awarding the construction contract.

(D) The Entity shall be responsible for construction of the Project which includes administration of the construction contract.

(E) The Entity shall be responsible for inspection of the Project work and is subject to the Commission's oversight, approval, and acceptance.

(11) FINANCIAL RESPONSIBILITIES: With regard to work under this Agreement, the Entity agrees as follows:

(A) The Program funds are only eligible to be used for construction contract costs on the Entity's proposed Project in accordance with Section 4.445 of TAFP HB 3004 2022. All other Project costs are ineligible for Program funds and shall be the responsibility of the Entity. The estimated construction contract cost for the Entity's proposed Project is eight million nine hundred seventy-three thousand one hundred twelve dollars ($8,973,112).

(B) The Commission will reimburse fifty percent (50%) of the construction contract costs not to exceed four million four hundred eighty-six thousand five hundred fifty-six dollars ($4,486,556).

(C) The Entity shall be one hundred percent (100%) responsible for the balance of the construction contract costs in excess of eight million nine hundred seventy-three thousand one hundred twelve dollars ($8,973,112).

(D) The Commission and Entity will share any construction contract cost savings based on pro rata share between the parties.

(E) The estimated Construction Contract Cost, Project Responsibilities and Financial Responsibilities are shown in "**Exhibit C**", which is attached hereto and incorporated herein by reference.

(12) REIMBURSEMENT FOR ELIGIBLE EXPENSES: The Commission will reimburse the Entity as discussed in section (11) for Project expenses based on eligible construction contract costs.

(A) The Entity may request reimbursement for eligible costs incurred at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be submitted to the Missouri Department of Transportation (**MoDOT**) monthly and shall be supported with invoices and documentation that its providers were paid in full for the work performed.

(B) It is understood and agreed by and between the parties that the Commission shall make no reimbursement payment which could cause the aggregate of all payments under this Agreement to exceed four million four hundred eighty-six thousand five hundred fifty-six dollars ($4,486,556) as approved by the Commission.

(C) The request for reimbursement must include a construction progress summary that includes an estimated percent complete, list of major items of work completed during the pay period and status of schedule.

(D) Within ninety (90) days of final inspection of the Project funded under this Program, the Entity shall provide to the Commission a final payment request and all financial performance and other reports as required by this Agreement.

(E) If the Commission determines that the Entity was overpaid, the Entity shall remit the amount of overpayment to the Commission.

(F) The Entity must submit reimbursement requests by May 31st of the Program Time Period to ensure reimbursement by the end of the SFY.

(13) <u>EXPENDITURE OF PROGRAM FUNDS</u>: All funds not expended by the Entity at the end of the Program Time Period within this Agreement may be redistributed to another applicant at the discretion of the Commission.

(14) <u>WITHDRAWAL OF PROGRAM OFFER</u>: The Commission reserves the right to amend or withdraw this Program offer at any time prior to acceptance by the Entity.

(15) <u>MAINTENANCE</u>: Upon completion of construction of this Project, the Entity shall accept maintenance and control of the improved Royal Street at no cost or expense whatsoever to the Commission. All obligations of the Commission under this Agreement shall cease upon completion of the Project.

(16) <u>ACQUISITION OF RIGHT OF WAY</u>:

(A) The Entity shall acquire any additional necessary right of way required for the Project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(B) However upon written request by the Entity and written acceptance by the Commission, the Commission may acquire right-of-way for the Entity. Upon approval of all agreements, plans and specifications by the Commission, the Commission will file copies of said plans in the office of the county clerk: and proceed to acquire by negotiation and purchase, or by condemnation, any necessary right-of-way required for the construction of the Project contemplated herein. All right-of-way acquired by negotiation and purchase will be acquired in the name of Entity, and the Entity will pay to grantors thereof the agreed upon purchase prices. All right-of-way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the Entity. The Entity shall pay into court all awards and final judgments in favor of any such condemnees. The Entity shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right-of-way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing, the Commission shall have the final decision regarding the settlement amount in condemnation.

(17) DESIGN AND CONSTRUCTION SPECIFICATIONS: The Entity agrees that all design and construction work for the proposed Project will be in accordance with policies, procedures, design criteria, design standards, and construction specifications adopted by the Entity for Entity's streets. In absence of such Entity adopted requirements, the Entity shall use Commission requirements for Local Public Agency projects. Any work on the State Highway System shall be in accordance with current Commission policies, procedures, design criteria, and the Missouri Standard Specifications for Highway Construction.

(18) PERMITS: The Entity shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the Project.

(19) TRAFFIC CONTROL: The plans shall provide for temporary and permanent traffic control using signs, signals, and markings in accordance with the Manual of Uniform Traffic Control Devices (**MUTCD**).

(20) SOLICITATION FOR BIDS AND CONTRACT AWARD: The Entity shall solicit bids for the Project in accordance with plans developed by the Entity. The Entity shall review all contractor bids received and award the contract to the lowest, responsive, responsible bidder. Prior to awarding the contract, the Entity shall submit the bids to the Commission for review and concurrence. The Entity shall not make any award for the Project without prior written consent of the Commission.

(21) NOTICE TO PROCEED: After award of the construction contract, the Entity shall provide the Commission with copies of the executed construction contract between the Entity and the contractor, the performance and payment bonds, and any other documentation as required by this Agreement. Upon receipt of all necessary documents, the Commission will authorize the Entity to issue a notice to proceed with construction.

(22) CONSTRUCTION PROGRESS AND INSPECTION: The Entity shall provide and maintain adequate, competent, and qualified engineering supervision and construction inspection at the Project site during all stages of the work to ensure that the completed work conforms with the Project plans and specifications. The inspection staff

shall utilize construction progress and inspection reports to sufficiently document the work and to document proper payments for competed work. Project oversight by other personnel does not relieve the Entity of this responsibility.

(23) PROMPT PAYMENT: The Commission and the Entity will require all contractors to pay all subcontractors and suppliers for satisfactory performance of services in compliance with section 34.057 RSMo, Missouri's prompt payment statute. Pursuant to section 34.057 RSMo, the Commission and the Entity will also require the prompt return of all retainage held on all subcontractors after the subcontractors' work is satisfactorily completed, as determined by the Entity and the Commission.

(24) AUDIT OF RECORDS: The Entity shall maintain all records relating to this Agreement, including but not limited to bidding documents, construction contracts, construction inspection reports, invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(25) NONDISCRIMINATION CLAUSE: The Entity shall comply with all state and federal statutes applicable to the Entity relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000*d* and 2000e, *et seq*.); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq*.).

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

(27) PROJECT SCHEDULE: The Project schedule is shown on the attachment marked as "**Exhibit D**" and is incorporated herein by reference. Any lack of progress which significantly endangers substantial performance of the Project within the specified time shall be deemed a material breach of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. The Commission shall notify the Entity in writing once such a determination is made.

(28) PROJECT ACCEPTANCE AND CERTIFICATION: The Entity shall certify in writing that the Project was completed in accordance with all applicable state and federal laws and applicable construction requirements were met. The certification form is shown on the attachment marked as "**Exhibit E**" and is incorporated herein by reference. This certification will be submitted during the final closeout phase of the Project. The Commission will withhold final payment until certification is received.

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

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

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

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

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

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

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

Commission to: Missouri Department of Transportation
Kansas City District Engineer, Chris Redline
600 NE Colbern Rd
Lee's Summit, MO 64086

City of Harrisonville to: City of Harrisonville
Attn: Carl Brooks
300 E Pearl Street
Harrisonville, MO 64701

or to such other place as the parties may designate in accordance with this Agreement.

Attachment: MoDOT Governors Cost Share Agreement Royal St Extension (Ordinance MoDOT Cost Share Funds Royal St Extension)

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

(37) <u>LAW OF MISSOURI TO GOVERN</u>: This Agreement shall be construed according to the laws of the State of Missouri. The Entity shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(38) <u>WORK PRODUCT</u>: All documents, reports, exhibits, etc. produced by the Entity at the direction of the Commission and information supplied by the Commission shall remain the property of the Commission.

(39) <u>CONFIDENTIALITY</u>: The Entity shall not disclose to third parties confidential factual matters provided by the Commission except as may be required by statute, ordinance or order of court, or as authorized by the Commission. The Entity shall notify the Commission immediately of any request for such information.

(40) <u>NONSOLICITATION</u>: The Entity warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Entity, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(41) <u>DISPUTES</u>: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(42) <u>INDEMNIFICATION</u>:

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

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

(43) INSURANCE: The Entity or the Commission will require any contractor procured to work on or under this Agreement:

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

(B) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The Entity shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(44) NOTIFICATION OF CHANGE: The Entity shall immediately notify the Commission of any change in conditions or law which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

(45) ASSIGNMENT: The Entity shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(46) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Entity, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Entity responsible for damages.

(47) ENTITY RIGHT-OF-WAY: All Project improvements made within Entity-owned right-of-way shall become the Entity's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Entity. The Entity further agrees that the right of way provided for any improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(48) STATE WAGE LAWS: The Entity's contractor and its subcontractors shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute this Project work as determined by the Department of Labor and Industrial Relations of

Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri. The Entity shall take those acts which may be required to fully inform itself of the terms of, and to comply with, any applicable state wage laws.

[The Remainder of This Page Is Intentionally Left Blank.]

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

Executed by the Entity on ____________________________________(DATE).

Executed by the Commission on ______________________________ (DATE).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF HARRISONVILLE

____

By___________________________

Title ______________________

Title___________________________

Attest:

Attest:

____

By___________________________

Secretary to the Commission

Title_________________________

Approved as to Form:

Ordinance

____

____

Commission Counsel

Attachment: MoDOT Governors Cost Share Agreement Royal St Extension (Ordinance MoDOT Cost Share Funds Royal St Extension)

EXHIBIT A

LOCATION

Attachment: MoDOT Governors Cost Share Agreement Royal St Extension (Ordinance MoDOT Cost Share Funds Royal St Extension)

EXHIBIT B

SCOPE OF WORK

The project will extend Royal Street from Route 291 to South Jefferson Parkway, construct Access Road from Royal Street Extension to South Jefferson Parkway and construct Plaza Drive from Royal Street extension to North Commercial Street. The project will also include construction of two roundabouts on Royal Street Extension. In addition, the improvements will incorporate Complete Street elements on the constructed roadway to include bike lane, multi-use paths and sidewalks.

EXHIBIT C

FINANCIAL SUMMARY

Project Name: Royal Street Extension

Project Number: SNS0021

Description: The project will extend Royal Street from Route 291 to South Jefferson Parkway, construct Access Road from Royal Street Extension to South Jefferson Parkway and construct Plaza Drive from Royal Street extension to North Commercial Street. The project will also include construction of two roundabouts on Royal Street Extension. In addition, the improvements will incorporate Complete Street elements on the constructed roadway to include bike lane, multi-use paths and sidewalks . This project is approximately 1.42 miles in length.

Total Construction Contract Cost Estimate: $8,973,112

Local Entity: City of Harrisonville

	Current Estimate
Construction	$8,973,112

Project Responsibilities:

Preliminary Engineering/Design	Entity
Right of Way Acquisition	Entity
Bid Letting and Construction	Entity
Utilities	Entity
Construction Engineering/Inspection	Entity

Financial Responsibilities for Cost Share Eligible:

Governor's Cost Share Funds	$4,486,556	Total Program Share
Governor's Cost Share Economic Development Funds	$0	$4,486,556
Entity	$4,486,556	Total Entity Share
		$4,486,556
Total:	$8,973,112	

How are overruns and underruns handled?

The Entity will be responsible for the cost in excess of the Governor's Cost Share amount and underruns will be assessed via the pro rata share per paragraph above in agreement.

EXHIBIT D

PROJECT SCHEDULE

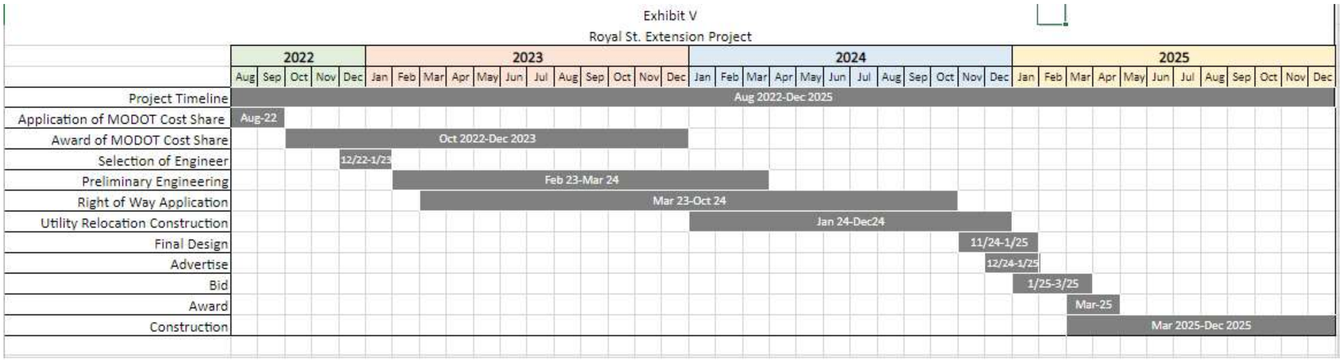

EXHIBIT E

Missouri Department of Transportation

Certification for Acceptance

Governor's Transportation Cost Share Program

Funding Recipient:					
Address					
City		State		Zip	
Project Identification Number:					
County		Route		Completion Date	
Project Location					
Type of Improvement					

I hereby certify the Governor's Cost share project identified above has been completed in accordance with all state and federal laws and the following requirements have been met:

1. Project field tests were performed in conformity with the governing specifications and the results were in reasonably close conformity with the specifications.
2. The project was constructed substantially in conformity with the plans and specifications.
3. A copy of the Final Invoice and a Final List of Pay Quantities have been submitted to MoDOT.
4. The Funding Recipient has received certification from the Contractor that all lawful claims in connection with the project have been paid and discharged.
5. For projects exceeding $75,000, all Missouri Prevailing Wage laws were followed and enforced (for a checklist, see Form PW-5 at https://labor.mo.gov/).

Signed by an Authorized Representative of the Funding Recipient:	______________________ Signature ______________ **(Date)**

Attachment: MoDOT Governors Cost Share Agreement Royal St Extension (Ordinance MoDOT Cost Share Funds Royal St Extension)

Council Bill No. 2023-xx

Ordinance No. xxxx

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING A MODOT COMMISSION GOVERNOR'S TRANSPORTATION COST SHARE AGREEMENT

WHEREAS, the City of Harrisonville ("City") and the Missouri Highways and Transportation Commission desire to enter into a municipal agreement for the construction of Royal Street Extension from Route 291 & Royal Street to S. Jefferson Parkway and to partially cover the costs associated with the construction of the Royal Street Extension from Route 291 & Royal Street to S. Jefferson Parkway.

WHEREAS, the Board of Alderman have reviewed the request and believe the municipal agreement to be in the best interest of the city to enter the Governor's Transportation Cost Share Agreement with the MoDOT Commission.

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

Section 1: The City Administrator is hereby authorized and directed by the Board of Aldermen to enter the Governor's Transportation Cost Share Agreement with the Missouri Highways and Transportation Commission for the Royal Street Extension from Route 291 & Royal Street to S. Jefferson Parkway Project.

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

Read for the first time by title only on the 5th day of June 2023.

Read for the second time by title only on the 20th day of June 2023.

____
Mike Zaring, Mayor

ATTEST:

____
Daniel Barnett, City Clerk

PASSED by the BOARD OF ALDERMEN and APPROVED by the Mayor this 20th day of June 2023.

THE CITY OF HARRISONVILLE
WHERE TRADITION MEETS INNOVATION

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Daniel Barnett,**

DATE: **May 26, 2023**

SUBJECT: **Ordinance Cost Share Agreement with MoDOT for S Commercial St**

Type of Item: *Approval*

E. Action Item (ID # 4540)

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING A MODOT COMMISSION SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM AGREEMENT

Attachments:

Staff Report for STBG funds for S Commercial St Extension	(DOC)
MoDOT Agreement STBG funds for S Commercial St Extension	(PDF)
Contract Provisions STBG funds for S Commercial St Extension	(PDF)
MoDOT Ordinance Agreement MARC Funds S Commercial St	(DOCX)

THE CITY OF
HARRISONVILLE
WHERE TRADITION MEETS INNOVATION

PUBLIC WORKS DEPARTMENT, 201 W. Chestnut St., Harrisonville, MO, 64701, Phone (816) 380 – 8964

To: Mayor & Board of Aldermen

From: Carl Brooks, Director of Public Works (cbrooks@harrisonville.com)

Date: **June 5, 2023**

Re: Ordinance No. 2023-xx, Mayor & Board of Alderman (BOA) Acceptance of the MoDOT Surface Transportation Block Grant (STBG) Program Agreement

GENERAL INFORMATION

Applicant: City Staff

Requested Actions: Approval of Ordinance

Purpose: Acceptance of the MoDOT Surface Transportation Block Grant (STBG) Program Agreement for the South Commercial Street Extension Project.

Property Location: S. Commercial Street Extension from S. Brookhart Drive & S. Commercial Street to S. Brickplant Road & E. 267th Street

PROPOSAL

The attached MoDOT Surface Transportation Block Grant (STBG) Program Agreement for Project STBG 2900412. This agreement grants the City of Harrisonville $909,024 for the construction of S. Commercial Street Extension from S. Brookhart Drive and S. Commercial Street to S. Brickplant Road and E. 267th Street. City staff have been requested to obtain approval of the attached agreement. The agreement has been drafted by MoDOT staff and must be fully executed by the city with the attached ordinance.

PREVIOUS ACTIONS

The City submitted and received a Mid-America Regional Council (MARC) STBG grant for the South Street (MO Hwy 2) and S. Independence Street Intersections project in the amount of $909,024; and with the award of the Governor's Transportation Cost Share grant that the city received for the S. Commercial Street Extension project, City staff requested from MARC to move the funding forward and use the funding for the S. Commercial Street Extension project. MARC approved the city's request.

KEY ISSUES

MoDOT staff request that this ordinance be fully executed prior to the Governor's Transportation Cost Share Grant MoDOT Agreement.

This project is fully funded by the following accounts:

1) The Governor's Transportation Cost Share grant - $1,340,867

2) MARC - $929,024

3) City's ARPA Funds - $1,057,580.50

STAFF COMMENTS AND SUGGESTIONS

City staff agree with the proposed MoDOT Surface Transportation Block Grant (STBG) Agreement, with the proposed ordinance; and that the City attorney has reviewed the attached agreement and ordinance.

STAFF RECOMMENDATION

City staff recommends passage of this ordinance.

ATTACHMENTS

MoDOT Surface Transportation Block Grant (STBG) Program Agreement

Ordinance 2023-xx

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 10/22 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STBG 2900412
Award Year: 2024
Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM AGREEMENT

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

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) 23 U.S.C. §133, authorizes a Surface Transportation Block Grant (STBG) Program to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STBG funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

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

(1) PURPOSE: The purpose of this Agreement is to grant the use of STBG funds to the City. The improvement contemplated by this Agreement and designated as Project 2900412 involves:

Construction of an extension of South Commercial Street in Harrisonville, MO.

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project 2900412 by the Commission is within the city limits of Harrisonville, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and

incorporated herein by reference. More specific descriptions are as follows:

City of Harrisonville S. Commercial St. extension from the current location at the S. Brookhart Drive intersection to S. Brickplant Road and E. 267th Street. This will be approx. 2500 ft of new roadway.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STBG system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission accepts the above described portion of the City street system as part of the State Highway System for the purposes of this STBG project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(8) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(9) INDEMNIFICATION:

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

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

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

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

(10) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STBG for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(11) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term “the City” is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(12) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However upon written request by the City and the written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and the FHWA, the commission will file copies of said plans in the office of the county clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(13) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80% (eighty percent) not to exceed $909,020.00 (nine hundred nine thousand twenty dollars). The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(14) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(15) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(16) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project 2900412 will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(17) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(18) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds

of race, color, sex, or national origin in consideration for an award.

(19) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(20) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(21) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STBG improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(22) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(23) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars ($750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars ($750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(24) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is

subject to the award terms within 2 C.F.R. Part 170.

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

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

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

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

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

(A) To the City:
City of Harrisonville
300 E Pearl St
Harrisonville, MO 64701

(B) To the Commission:
Missouri Deparement of Transportation
600 NE Colbern Rd
Lee's Summit, MO 64086

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

(30) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (30) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(31) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(32) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(33) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

[*Remainder of Page Intentionally Left Blank]*

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

Executed by the City this ______________________ (date).

Executed by the Commission this ____________________________ (date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	CITY OF HARRISONVILLE
_________________________________	By ______________________________
Title _____________________________	Title _____________________________
ATTEST:	ATTEST:
_________________________________ Secretary to the Commission	By ______________________________
	Title _____________________________
Approved as to Form:	Approved as to Form:
_________________________________ Commission Counsel	By ______________________________
	Title ____________________________
	[If needed to authorize a city official to execute the agreement.]
	Ordinance No:_________________

Attachment: MoDOT Agreement STBG funds for S Commercial St Extension (Ordinance Cost Share Agreement with MoDOT for S Commercial

Exhibit A - Location of Project

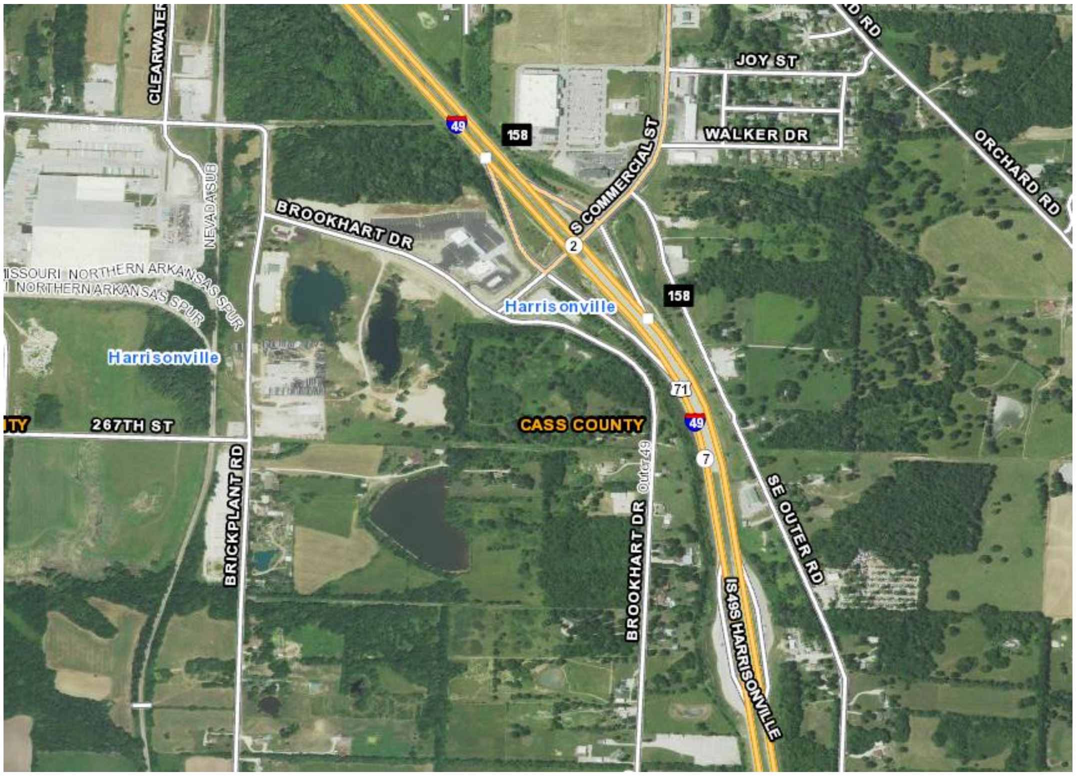

Exhibit B – Project Schedule

Project Description: STBG 2900412 Commercial Street Extension

Task	Date
Date funding is made available or allocated to recipient	5-1-2023
Solicitation for Professional Engineering Services (advertised)	6-1-2023
Engineering Services Contract Approved	8-1-2023
Conceptual Study (if applicable)	4-1-2024
Preliminary and Right-of-Way Plans Submittal (if Applicable)	6-1-2024
Plans, Specifications & Estimate (PS&E) Submittal	1-1-2025
Plans, Specifications & Estimate (PS&E) Approval	3-1-2025
Advertisement for Letting	6-1-2025
Bid Opening	7-1-2025
Construction Contract Award or Planning Study completed **(REQUIRED)**	8-31-2025

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.
**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

Attachment: MoDOT Agreement STBG funds for S Commercial St Extension (Ordinance Cost Share Agreement with MoDOT for S Commercial

Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts

Attachment: MoDOT Agreement STBG funds for S Commercial St Extension (Ordinance Cost Share Agreement with MoDOT for S Commercial

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT’s FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

Attachment: Contract Provisions STBG funds for S Commercial St Extension (Ordinance Cost Share Agreement with MoDOT for S Commercial

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* $27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Council Bill No. 2023-xx

Ordinance No. xxxx

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING A MODOT COMMISSION SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM AGREEMENT

WHEREAS, the City of Harrisonville ("City") and the Missouri Highways and Transportation Commission desire to enter into a municipal agreement for the for the construction of S. Commercial Street Extension from S. Brookhart Drive and S. Commercial Street to S. Brickplant Road and E. 267th Street and to partially cover the costs associated with the construction of the S. Commercial Street Extension from S. Brookhart Drive and S. Commercial Street to S. Brickplant Road and E. 267th Street.

WHEREAS, the Board of Alderman have reviewed the request and believe the municipal agreement to be in the best interest of the city to enter the STBG Program Agreement with the MoDOT Commission.

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

Section 1: The City Administrator is hereby authorized and directed by the Board of Aldermen to enter the STBG Program Agreement with the Missouri Highways and Transportation Commission for the S. Commercial Street Extension from S. Brookhart Drive and S. Commercial Street to S. Brickplant Road and E. 267th Street Project.

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

Read for the first time by title only on the 5th day of June 2023.

Read for the second time by title only on the 20th day of June 2023.

____
Mike Zaring, Mayor

ATTEST:

____
Daniel Barnett, City Clerk

PASSED by the BOARD OF ALDERMEN and APPROVED by the Mayor this 20th day of June 2023.

THE CITY OF HARRISONVILLE
WHERE TRADITION MEETS INNOVATION

STAFF REPORT

TO: **Board of Aldermen**
FROM: **Theresa West, Assistant**
DATE: **May 19, 2023**
SUBJECT: **Municipal Court Report April 2023**

Type of Item: *Discussion*

A. Discussion Item (ID # 4536)

Municipal Court Report April 2023

Attachments:

April 2023 Municipal Court Report (PDF)

IN THE MUNICIPAL COURT OF HARRISONVILLE, MISSOURI
CASS COUNTY

I certify that the attached is a report on all cases heard or tried before the Judge of the Circuit Court of Cass County Missouri, Municipal Division at Harrisonville during the month of **April 2023** and that the information and statements contained in said report are true and correct according to my best information, knowledge and belief.

Don Lograsso ______________________ 5/3/23 ______________
Don Lograsso
Municipal Court Judge

Date

Presented and reviewed as required by Court Operating Rule 4.29.

______________________ 5-4-2023 ______________
City Clerk

Date

Subscribed and sworn to before me this __________ day of _________________________, 2023.

____
Notary

RECEIVED
MAY 04 2023
CITY OF HARRISONVILLE

Attachment: April 2023 Municipal Court Report (Municipal Court Report April 2023)

SMC

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

I. COURT INFORMATION	Municipality: Harrisonville Municipal	Reporting Period: Apr 1, 2023 - Apr 30, 2023
Mailing Address: 300 E PEARL STREET, HARRISONVILLE, MO 64701		
Physical Address: 300 E PEARL STREET, HARRISONVILLE, MO 64701	County: Cass County	Circuit: 17
Telephone Number: (816)3808903	Fax Number:	
Prepared by: MICHELLE SHAFFER	E-mail Address:	
Municipal Judge:		

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month	44	645	532
B. Cases (citations/informations) filed	1	38	24
C. Cases (citations/informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court/bench trial - GUILTY	0	0	0
3. court/bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	4	15	46
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)	0	10	2
6. dismissed by court	0	1	3
7. *nolle prosequi*	0	3	5
8. certified for jury trial (not heard in Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	4	29	56
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]	41	654	500
E. Trial de Novo and/or appeal applications filed	0	0	0

III. WARRANT INFORMATION (pre- & post-disposition)	
1. # Issued during reporting period	64
2. # Served/withdrawn during reporting period	36
3. # Outstanding at end of reporting period	1,126

IV. PARKING TICKETS	
1. # Issued during period	0
☐ Court staff does not process parking tickets	

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Harrisonville Municipal	Reporting Period: Apr 1, 2023 - Apr 27, 2023

V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines - Excess Revenue	$2,132.50
Clerk Fee - Excess Revenue	$309.50
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	$9.62
Bond forfeitures (paid to city) - Excess Revenue	$200.00
Total Excess Revenue	$2,651.62
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines - Other	$3,120.50
Clerk Fee - Other	$286.91
Judicial Education Fund (JEF) ☒ Court does not retain funds for JEF	$0.00
Peace Officer Standards and Training (POST) Commission surcharge	$49.91
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	$355.85
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	$8.85
Law Enforcement Training (LET) Fund surcharge	$96.00
Domestic Violence Shelter surcharge	$94.00
Inmate Prisoner Detainee Security Fund surcharge	$94.50
Restitution	$0.00
Parking ticket revenue (including penalties)	$0.00
Bond forfeitures (paid to city) - Other	$400.00
Total Other Revenue	$4,506.52

Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Court Automation	$314.36
Law Enf Arrest-Local	$896.00
Total Other Disbursements	$1,210.36
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	$8,368.50
Bond Refunds	$803.00
Total Disbursements	$9,171.50

Incode

Municipal Division Summary Reporting

17th Judicial Circuit - Cass County - Harrisonville Municipal Division

I. COURT INFORMATION

Reporting Period:			
April	2023	**Court activity occurred in reporting period: Yes**	
Clerk's Physical Address:		**Mailing Address:**	**Vendor**
300 E. Pearl St. Harrisonville, MO 64701		PO Box 367 Harrisonville, MO 64701	Incode (Tyler Technologies)
Telephone Number:		**Fax Number:**	
(816) 380-8903		(816) 380-8910	
Prepared by:		**Prepared by E-mail Address:**	**Municipal Judge(s) Active During Reporting Period:**
Michelle Shaffer		michelle.shaffer@courts.mo.gov	Don Lograsso

II. MONTHLY CASELOAD INFORMATION		**Alcohol & Drug Related Traffic**	**Other Traffic**	**Non-Traffic Ordinance**
A. Cases (citations / informations) pending at start of month		0	0	0
B. Cases (citations / informations) filed		0	0	0
C. Cases (citations / informations) disposed				
	1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
	2. court / bench trial - GUILTY	0	0	0
	3. court / bench trial - NOT GUILTY	0	0	0
	4. plea of GUILTY in court	0	0	0
	5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	0	0
	6. dismissed by court	0	0	0
	7. nolle prosequi	0	0	0
	8. certified for jury trial (not heard in the Municipal Division)	0	0	0
	9. TOTAL CASE DISPOSITIONS	0	0	0
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		0	0	0
E. Trial de Novo and / or appeal applications filed		0	0	0

Attachment: April 2023 Municipal Court Report (Municipal Court Report April 2023)

Municipal Division Summary Reporting

Court Information	**Municipality: 17th Judicial Circuit - Cass County - Harrisonville Municipal Division**	**Reporting Period: April - 2023**

III. WARRANT INFORMATION (pre- & post-disposition)	
1. # Issued during reporting period:	0
2. # Served/withdrawn during reporting period:	221
3. # Outstanding at end of reporting period:	0

IV. PARKING TICKETS	
Does court staff process parking tickets? Yes	
1. # Issued during reporting period:	0

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	$0.00
Clerk Fee – Excess Revenue	$0.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	$0.00
Bond forfeitures (paid to city) – Excess Revenue	$0.00
Total Excess Revenue	**$0.00**
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	$0.00
Clerk Fee – Other	$0.00
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	$0.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	$0.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	$0.00
Law Enforcement Training (LET) Fund surcharge	$0.00
Domestic Violence Shelter surcharge	$0.00
Inmate Prisoner Detainee Security Fund surcharge	$0.00
Restitution	$0.00
Parking ticket revenue (including penalties)	$0.00
Bond forfeitures (paid to city) – Other	$0.00
Total Other Revenue	**$0.00**
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Total Other Disbursements	**$0.00**
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	**$0.00**
Bond Refunds	$0.00
Total Disbursements	**$0.00**