



**THE CITY OF
HARRISONVILLE**
WHERE TRADITION MEETS INNOVATION

**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
DECEMBER 18, 2023
6:00 PM**

- 1. Call to Order**
 - A. Pledge of Allegiance**
 - B. Roll Call**
- 2. Ceremonial Matters**
 - A. Introduction of New Police Officer**
- 3. Public Participation**
- 4. Approval of Minutes**
 - A. Board of Aldermen - Regular Meeting - Dec 4, 2023 6:00 PM**
 - B. Board of Aldermen - Work Session - Dec 4, 2023 6:30 PM**
 - C. Executive Session Minutes – December 4, 2023**
- 5. Agenda Items**
 - A. Council Bill 111: A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACTUAL AGREEMENT WITH CIVIL & ENVIRONMENTAL CONSULTANTS, INC., FOR THE INTENSIVE-LEVEL ARCHITECTURAL SURVEY OF APPROXIMATELY 54-ACRES COMPRISED OF THE AREA IDENTIFIED AS PHASE I FOR THE CITY OF HARRISONVILLE, MISSOURI.**
 - B. PUBLIC HEARING - Enhanced Enterprise Zone Real Property Tax Abatement on Behalf of Donaldson Company (iFIL USA LLC).**
 - C. Council Bill 112: A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING REAL PROPERTY TAX ABATEMENT ON BEHALF OF DONALDSON COMPANY, INC. (iFIL USA, LLC – Harrisonville Facility).**

- D. **Council Bill 113: A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE APPROVING A NEW JOINT USE POLE ATTACHMENT AGREEMENT.**
 - E. **Council Bill 109: AN ORDINANCE TO AMEND ORDINANCE NO. 3154 AND TO AMEND THE CODE OF ORDINANCES OF THE CITY OF HARRISONVILLE AS FOLLOWS: CHAPTER 700, SECTION 700.530B BY MODIFYING THE FORMULA FOR SUPPLY COST ADJUSTMENT APPLIED TO ELECTRIC RATES.**
 - F. **Council Bill 114: AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI ESTABLISHING ELECTRIC UTILITY DISCONNECT SERVICE.**
- 6. **Aldermen and Committee Reports**
 - 7. **Report from the City Administrator**
 - A. **Municipal Court Report November 2023**
 - 8. **Questions from the Media**
 - 9. **Adjourn from Regular Session**

Posted on City Hall Bulletin Board this 15th day of December, 2023.

Daniel Barnett, City Clerk

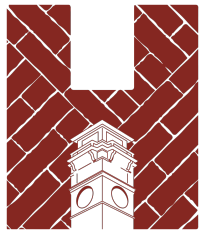
Public participation during regular meetings of the Board of Aldermen shall be limited to those who have submitted a completed agenda request form. 2 Each person wishing to address the Board during regular meetings of the Board of Aldermen on a topic not on the agenda shall submit a completed agenda 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.

STAFF REPORT

TO: Board of Aldermen
FROM: Theresa West, Assistant
DATE: December 12, 2023
SUBJECT: Introduction of New Police Officer

Type of Item: *Discussion*

- A. Action Item (ID # 4719)**
Introduction of New Police Officer



THE CITY OF HARRISONVILLE

WHERE TRADITION MEETS INNOVATION

DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
DECEMBER 4, 2023
6:00 PM

1. Call to Order

The meeting was called to order at 6:00 PM by Mayor Mike Zaring.

A. Pledge of Allegiance

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

Others present: City Administrator Brad Ratliff, City Attorney Alex Felzien, Director of Administrative Services Jeremy Smith, Economic Development Director Jim Clarke, Parks and Recreation Director Grant Purkey, Public Works Director Patty Hilderbrand, Director of Engineering Carl Brooks, Police Chief John Hofer, Electric Superintendent Brent Stockstill, Community Development Director Christina Stanton, Fire Chief Rusty Sullivan, Executive Secretary to the City Administrator Theresa West, City Engineer Ted Martin, Love the Harrisonville Square President Amanda Stites and City Clerk Daniel Barnett - recording.

2. Ceremonial Matters

None.

3. Public Participation

None.

4. Approval of Minutes

A. Board of Aldermen - Regular Meeting - Nov 20, 2023 6:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Matt Turner, Board Member
SECONDER:	Kile Chaney, Board Member
AYES:	Franklin, Pfautsch, Turner, Davidson, Chaney
EXCUSED:	Bill Mills, Dave Doerhoff, Marcia Milner

B. Board of Aldermen - Work Session - Nov 20, 2023 6:30 PM

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

5. Agenda Items

A. Love the Harrisonville Square Annual Presentation

Love the Harrisonville Square President Amanda Stites gave a presentation to the Mayor and Board of Aldermen about the history of the LTHS organization and some of their success stories. Stites spoke about new businesses that have come to the square district.

Stites spoke about a number of exciting events that have taken place on the square in 2023.

Stites spoke to the many improvements that have been made to the square district and discussed the many businesses that have utilized the organizations façade grant program.

Stites spoke about a number of businesses that would like to join the square district and the ongoing efforts to restore the remaining vacant buildings on the square.

Stites spoke to growing outreach efforts by the organization and said she is excited to amplify the organization's message.

Stites spoke to current funding for the Love the Harrisonville Square organization, stating that the organization hopes to be able to scale their funding as their organization grows.

Stites thanked the Board for their time and for the strong partnership between the City and the Love the Harrisonville Square program.

City Administrator Ratliff asked about how Love the Harrisonville Square views the recently approved Chapter 353 program.

Stites said she is currently a member of the Harrisonville Square Neighborhood Redevelopment Corporation's Board of Directors and is thrilled to have a new economic development tool in the organization's 'toolbelt' for the continued growth and revitalization of the square.

Ratliff asked if Love the Harrisonville Square has approached the Cass County Commissioners office to request a public funding partnership with the organization.

Stites said yes and spoke about an effort for other Missouri Main Street communities within Cass County to partner together for a collected approach to County leadership.

Alderman Pfautsch asked about what other businesses have approached Love the Harrisonville Square about moving into a building on the square.

Stites spoke to the efforts to attract new businesses and addresses the challenges the organization can face in bringing in new business opportunities.

Mayor Zaring and the Board of Aldermen thanked Stites for her efforts and for the efforts made by the Love the Harrisonville Square.

B. A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE TO AUTHORIZE THE HARRISONVILLE FIRE DEPARTMENT TO WRITE-OFF A SERIES OF DESIGNATED, UNCOLLECTIBLE DEBTS.

Staff report presented by Fire Chief Sullivan.

Sullivan said the total requested amount to be written off is \$13,929.75.

Upon passage, Mayor Zaring designated the resolution to be Resolution number 2023-48.

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

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

Staff report presented by City Engineer Martin.

Martin said the amendment to the policy updates the pre-flood valuation of the homes to match the current housing market.

Martin spoke to the ongoing efforts to work with five homeowners actively involved in the Harrisonville Voluntary Flood Buyout Policy.

Martin said offer letter have been received from the Federal Emergency Management Agency (FEMA).

Martin spoke to the requirements put in place by FEMA for demolition.

Martin provided the Board with a timeline for the rest of the process and said that the City is currently ahead of schedule.

Mayor Zaring thanked Martin for his efforts throughout this process.

Alderman Turner asked if any development could happen on the property once the home is demolished.

Martin said no.

Upon passage, Mayor Zaring designated the resolution to be Resolution number 2023-49.

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

- D. AN ORDINANCE OF BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE APPROVING A REZONING OF APPROXIMATELY 4 ACRES OF LAND FROM ESTATE PLANNED (EP) DISTRICT TO SINGLE-FAMILY RESIDENTIAL (R-1) DISTRICT ON LAND LOCATED AT 2701 E. ELM STREET IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI.**

City Attorney Felzien read the ordinance for the second time.

Upon passage, Mayor Zaring designated the ordinance to be Ordinance number 3675.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Larry Pfautsch, Board Member
SECONDER:	Kile Chaney, Board Member
AYES:	Franklin, Pfautsch, Turner, Davidson, Chaney
EXCUSED:	Bill Mills, Dave Doerhoff, Marcia Milner

- E. AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE APPROVING A SPECIAL USE PERMIT FOR THE USES OF CREMATORIUM AND MORTUARY FACILITIES ON PROPERTY LOCATED AT 1505 S. BROOKHART ROAD IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI.**

City Attorney Felzien read the ordinance for the second time.

Upon passage, Mayor Zaring designated the ordinance to be Ordinance number 3676.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Sandy Franklin, Board Member
SECONDER:	Matt Turner, Board Member
AYES:	Franklin, Pfautsch, Turner, Davidson, Chaney
EXCUSED:	Bill Mills, Dave Doerhoff, Marcia Milner

- F. AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI AMENDING ARTICLES I, III, IX, X, XIX, AND XX UNDER CHAPTER 405—ZONING REGULATIONS, ARTICLES IV AND VI UNDER CHAPTER 410—SUBDIVISION REGULATIONS, ARTICLE IV UNDER CHAPTER 220—NUISANCES, CHAPTER 630—PAWNBROKERS AND SMALL LOAN ESTABLISHMENTS, APPENDIX A TO CHAPTER 405: LAND USE TABLE, AND APPENDIX B TO CHAPTER 405: DIMENSIONAL STANDARDS OF THE HARRISONVILLE MUNICIPAL CODE AND ESTABLISHING AN EFFECTIVE DATE.**

City Attorney Felzien read the ordinance for the second time.

Upon passage, Mayor Zaring designated the ordinance to be Ordinance number 3677.

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

G. AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE ADOPTING AN OPERATING BUDGET FOR THE CITY OF HARRISONVILLE, MISSOURI, FOR THE FISCAL YEAR JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

City Attorney Felzien read the ordinance for the second time.

City Administrator Ratliff said the City has not received any public comment on the proposed budget.

Mayor Zaring thanked Director of Administrative Services Smith and City staff for their hard work throughout the budget process.

Upon passage, Mayor Zaring designated the ordinance to be Ordinance number 3678.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Larry Pfautsch, Board Member
SECONDER:	Matt Turner, Board Member
AYES:	Franklin, Pfautsch, Turner, Davidson, Chaney
EXCUSED:	Bill Mills, Dave Doerhoff, Marcia Milner

H. AN ORDINANCE TO AMEND ORDINANCE NO. 3154 AND TO AMEND THE CODE OF ORDINANCES OF THE CITY OF HARRISONVILLE AS FOLLOWS: CHAPTER 700, SECTION 700.530B BY MODIFYING THE FORMULA FOR SUPPLY COST ADJUSTMENT APPLIED TO ELECTRIC RATES.

City Attorney Felzien read the ordinance for the first time only.

Director of Administrative Services Smith said City staff worked with Toth and Associates to make the changes to the calculation, which will now allow those supply cost fluctuations to be averaged across a rolling six-month period, instead of month-to-month.

Smith said staff are hopeful that these changes will mean a softer curve to the charges that customers experience on electric charges.

Alderman Turner asked if Evergy's new time-of-use plan affects the City's cost for purchasing power.

Smith said it does not.

RESULT:	SCHEDULED
Next: 12/18/2023 6:00 PM	

I. AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING A MODOT AIRPORT AID GRANT AGREEMENT.

Staff report presented by Director of Engineering Brooks.

Brooks said the proposed agreement grants the City an additional \$235,731 to Reconstruct Runway 17-35 project.

Brooks said, with the airport aid grant, the City's local matching cost share for these construction services is now five-percent or \$235,721.00, which is a reduction from the original \$471,444.00.

Brooks said the matching funds are budgeted for fiscal year 2024.

City Administrator Ratliff spoke to updated requirements for proper hangar usage after the airport reopens.

Upon passage, Mayor Zaring designated the ordinance to be Ordinance number 3679.

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

6. Aldermen and Committee Reports

Alderman Franklin said she enjoyed the large turnout at the Christmas on the Square event on Saturday and thanked City staff for their efforts during the budget process.

Alderman Davidson recognized Harrisonville High School graduate George Frees for being named as a 2023 Future Farmers of America American Star Award recipient and commended his hard work. Davidson reminded everyone that the annual Shop With a Cop event will be held on December 16, and encouraged the community to donate to the cause. Police Chief Hofer also spoke about the event and said he was grateful for the support that the community gives and said he always enjoys seeing the joy on the children's faces during the event.

Alderman Turner said he enjoyed the Christmas on the Square event and thanked City staff for their hard work to make the event happen.

Alderman Pfautsch complemented City staff for their work to decorate City buildings and the Square for the Christmas holiday.

7. Report from the City Administrator

City Administrator Ratliff reminded the Board of Aldermen about a series of upcoming City and Community events.

Ratliff informed the Board that filing for the April 2024 municipal election will begin on December 5, and will close on December 26. Ratliff told the Board that with December 26, being a holiday, City Hall will be closed. Ratliff said the last day that City staff will be available to assist with election filing will be Friday, December 22. Ratliff said the County Clerk's office will also be closed on the 26th.

Ratliff told the Board that the contractor for the Lake Harrisonville Spillway Intake Structure Improvements project will soon begin tying wall rebar for the structure.

Ratliff said the contractor for the South Service Area Sanitary Sewer project will soon begin the gravity portion of the sanitary sewer work. Ratliff said City staff will be advising residents of the schedule to complete road repairs on Brickplant Road and E 275th Street.

Ratliff informed the Board that bids have been received for the emergency sanitary sewer repairs on Meadowlark and Oakvale Drives.

Ratliff said a design change order has been approved for the Ash Street and Town Creek Improvements project to remove an abandoned downstream railroad embankment, which would remove a house from the flood plain and will be an overall project savings.

Ratliff told the Board that Transystems, the contractor for the Royal Street Extension project, will be making a presentation to the Harrisonville CARES Coalition during their meeting on December 14.

Ratliff informed the Board of a recent petroleum spill at the south wastewater packaging plant. Ratliff said crews worked several hours of overtime and used a tanker truck to haul off four loads in an effort to keep the spill contained.

Ratliff informed the Board that Cadet Shaylee Brookard will graduate from Cass County Sheriff's Department Academy on December 13, and sworn in as a Harrisonville police officer on December 15.

8. Questions from the Media

None.

9. Adjourn From Regular Session

Mayor Zaring thanked City staff for coordinating a visit for the Mayor from a community in Nepal to visit the Harrisonville community and learn about local business and municipal practices.

A motion was made by Alderman Davidson to adjourn from the Regular Meeting. The motion was seconded by Alderwoman Franklin. The motion carried with a unanimous vote. The meeting adjourned at 7:13 p.m.

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

ATTEST:

Daniel Barnett, City Clerk

Minutes Acceptance: Minutes of Dec 4, 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
DECEMBER 4, 2023
6:30 PM

1. Call to Order

The meeting was called to order at 7:26 PM by Mayor Mike Zaring.

2. Present

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

Others present: City Administrator Brad Ratliff, City Attorney Alex Felzien, Director of Administrative Services Jeremy Smith, Economic Development Director Jim Clarke, Parks and Recreation Director Grant Purkey, Fire Chief Rusty Sullivan, Electric Superintendent Brent Stockstill, Public Works Director Patty Hilderbrand, Director of Engineering Carl Brooks, Police Chief John Hofer, Community Development Director Christina Stanton, Executive Secretary to the City Administrator Theresa West and City Clerk Daniel Barnett - recording.

3. Discussion Items

A. East Lynne and Gunn City Billing Discussion

Fire Chief Sullivan spoke to the current state of discussions between the community of East Lynne/Gunn City and the Harrisonville Fire Department regarding running EMS calls within their community.

Sullivan said East Lynne does currently collect and EMS tax but are currently not spending those funds.

Sullivan asked the Board how they would like to proceed with calls in and around East Lynne.

Sullivan said, on average, it will cost the City \$130,000 to run one year's worth of calls in East Lynne.

Sullivan said East Lynne is willing to pay \$55,000 per year.

City Attorney Felzien said the City does not currently have a legal obligation to run EMS calls in East Lynne.

Sullivan said the Missouri Bureau of EMS says the City does not have an obligation to run calls in East Lynne.

A consensus of the Board of Aldermen was reached to direct the Fire Department to refrain from entering into an agreement with the East Lynne-Gunn City Fire Protection District for sending Harrisonville ambulances to calls within those communities.

City Attorney Felzien spoke to the Board about letters that the City will be sending to local nursing homes requiring them to take a more involved fiscal responsibility for the EMS calls they ask the Harrisonville Fire Department to run.

At 8:14 p.m., the Board of Aldermen voted to go into Closed Session pursuant to City Code to discuss Litigation. A motion was made by Alderman Turner and seconded by Alderman Davidson. In attendance and voting to go into Closed Session were Aldermen Franklin, Chaney, Pfautsch, Davidson, Turner and Mayor Mike Zaring. Aldermen Mills, Milner and Doerhoff were excused. Mayor Zaring then convened the meeting in Closed Session.

Upon returning to the Work Session, a motion was made by Alderman Davidson to adjourn from the Work Session. The motion was seconded by Alderman Pfautsch. The motion carried with a unanimous vote. The meeting adjourned at 8:57 p.m.

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

ATTEST:

Daniel Barnett, City Clerk

Minutes Acceptance: Minutes of Dec 4, 2023 6:30 PM (Approval of Minutes)

STAFF REPORT

TO: Board of Aldermen
FROM: Christina Stanton,
DATE: December 11, 2023
SUBJECT: Resolution for Selection of Historic Consultant for Intensive-Level Survey

Type of Item: *Agreement*

A. Action Item (ID # 4718)

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACTUAL AGREEMENT WITH CIVIL & ENVIRONMENTAL CONSULTANTS, INC., FOR THE INTENSIVE-LEVEL ARCHITECTURAL SURVEY OF APPROXIMATELY 54-ACRES COMPRISED OF THE AREA IDENTIFIED AS PHASE I FOR THE CITY OF HARRISONVILLE, MISSOURI.

Attachments:

Resolution Selecting Civil & Environmental Consultants for Phase I (DOCX)

Bid Tabulation (PDF)

Civil & Environmental Consultants 11-29-23 (PDF)

PhasingLayout(PDF)

Council Bill 2023-xxx

Resolution 2023-xxx

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACTUAL AGREEMENT WITH CIVIL & ENVIRONMENTAL CONSULTANTS, INC., FOR THE INTENSIVE-LEVEL ARCHITECTURAL SURVEY OF APPROXIMATELY 54-ACRES COMPRISED OF THE AREA IDENTIFIED AS PHASE I FOR THE CITY OF HARRISONVILLE, MISSOURI.

WHEREAS, the Board of Aldermen did approve a Resolution, #2022-42, on October 3, 2022, to support the intent to seek funding through the Missouri State Historic Preservation Office's Historic Preservation Fund Grant Program and authorize the Mayor or City Administrator to pursue activities in an attempt to secure funding; and

WHEREAS, on April 28, 2023, staff was notified that our application "Intensive architectural survey of Harrisonville Courthouse Square and Neighborhoods: Phase I" was recommended for funding; and

WHEREAS, the Grant Agreement for an Intensive-Level Architectural Survey of approximately 54-acres comprised of the area identified as Phase I, was signed by the City on September 15, 2023, and the Missouri Department of Natural Resources on October 6, 2023; and

WHEREAS, the City sent out a Request for Proposals (RFP) for the Intensive-Level Architectural Survey to approximately 28 historic architectural consulting firms on October 28, 2023; and

WHEREAS, the City received six (6) proposals from professional historic consultants in response to the RFP for the Intensive-Level Architectural Survey; and

WHEREAS, a selection committee conducted a thorough review of all proposals; and

WHEREAS, the selection committee has selected Civil & Environmental Consultants, Inc. as the most complete and responsive bid.

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

Section 1. The City Administrator is hereby authorized and directed to enter into a contractual agreement on behalf of the Board of Aldermen with Civil & Environmental Consultants, Inc. for the intensive-level architectural survey of approximately 54-acres comprised of the area identified as Phase I for the City of Harrisonville, Missouri.

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

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN AND APPROVED

THE MAYOR OF THE CITY OF HARRISONVILLE, MISSOURI ON THIS 18TH DAY
OF DECEMBER 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 18th day of December 2023.

ATTACHMENTS:

Bid Tabulation

Civil & Environmental Consultants, Inc. Proposal

Phasing Layout

City of Harrisonville Bid Tabulation

Subject: <i>Intensive - Lvl Architectural Survey</i>	Dept: <i>Comm. Devel.</i>	Budget:
Date: <i>1/30/2023</i>	Time: <i>5:00 pm</i>	Anticipated Trade In:
CONTRACTOR	TOTAL BID	Net Budget:
<i>Johnson Planning & Preservation, LLC</i>	<i>\$29,030.00</i>	Acct. No.
<i>David Taylor Historic Preservation Consultant</i>	<i>\$17,750.00</i>	NOTES
<i>Civil & Environmental Consultants, Inc.</i>	<i>\$33,800.00</i>	
<i>Clifton Historic Resources, LLC</i>	<i>\$29,343.00</i>	
<i>Owen & Eastlake Ltd.</i>	<i>\$25,000.00</i>	

City Clerk:

Date:

City of Harrisonville Bid Tabulation

Subject: <i>Intensive - Lvl Architectural Survey</i>	Dept:	Budget:
Date: <i>11/30/2023</i>	Time: <i>5:00pm</i>	Anticipated Trade in:
		Net Budget:
		Acct. No.
CONTRACTOR	TOTAL BID	NOTES
<i>Trileaf Corporation</i>	<i>\$23,000.00</i>	

City Clerk:

Date:

REQUEST FOR PROPOSAL



CITY OF HARRISONVILLE, MISSOURI
300 E. Pearl St.
HARRISONVILLE, MO 64701
(816) 380-8900
(816) 380-8910 FAX

RFP #2023-608-02

INTENSIVE LEVEL ARCHITECTURAL SURVEY FOR THE CITY OF HARRISONVILLE

Response Deadline Date and Time: **November 30, 2023 at 5:00 p.m., CST**

Questions regarding this RFP should be directed to:

Christina Stanton, AICP, Community Development Director (816) 380-8922

The City of HARRISONVILLE is the only authorized source of proposal forms. Proposal forms obtained from any other source may be incomplete. Offerors using a proposal form not obtained from the City of HARRISONVILLE risk not receiving any necessary addenda, eliminating their bid from consideration.

Proposals must be received in the Community Development Department by the date and time indicated, with opening immediately following in City Hall. Submittal envelope must indicate proposal number and response deadline.

(ATTENTION BIDDER – COMPLETE AND RETURN WITH BID)

Bidder's Name: <u>Civil & Environmental Consultants, Inc.</u> (Please print or type company name)		Phone No.: <u>317-655-7777</u>	
E-Mail Address: <u>ahurt@cecinc.com</u>		FAX No.: _____	
Address <u>530 E. Ohio Street, Suite G.</u>		City <u>Indianapolis</u>	State <u>IN</u> Zip <u>46204</u>
By: <u>Aaron Hurt</u> (Name of Authorized Agent)		Title: <u>Vice President</u>	
Signature: <u></u>		Date: <u>November 20, 2023</u>	
☒ Offeror makes firm offer and is not revocable within one-hundred-twenty (120) days after response deadline.			
☐ Offeror does not make an offer in response to this invitation. Why did you not bid? _____			

NOTE: ALL PROPOSALS ARE SUBJECT TO THE TERMS AND CONDITIONS HEREIN.

Civil & Environmental Consultants, Inc.

November 22, 2023

Ms. Christina Stanton
Community Development Directory
City of Harrisonville, Missouri
300 E. Pearl Street
Harrisonville, Missouri 64701

Dear Ms. Stanton:

Subject: Proposal for Professional Cultural Resource Services
Intensive Level Architectural Survey for the City of Harrisonville
Harrisonville, Cass County, Missouri
RFP #2023-608-02
CEC Project 337-064

Civil & Environmental Consultants, Inc. (CEC) appreciates the opportunity to present this proposal to the City of Harrisonville, Missouri to provide an intensive level architectural survey in the commercial downtown of Harrisonville, Missouri. Services will include the following.

- Meetings with the City of Harrisonville (City) and the Historic Preservation (HPF) Grant Manager.
- Completion of a research design for submittal to the HPF Grant Manager.
- Preparation of documentation for two public meetings.
- Architectural History fieldwork including completion of at least 130 Architectural/Historic Inventory Forms, photographic documentation of each surveyed property, and preparation of boundary maps of the survey area.
- Completion of a final survey report.

Our scope of services is based on the Request for Proposal (RFP) provided by the City of Harrisonville, Missouri.

1.0 PROJECT UNDERSTANDING

The City will hire an architectural historian (herein referred to as "consultant") who meets the Secretary of the Interior's Professional Qualifications to conduct an intensive-level architectural survey of the Courthouse Square survey area. This is the first phase of a planned four phase re-survey of the City. The boundaries were selected by the City in consultation with the State Historic Preservation Office (SHPO). The approximately 54-acre survey area is a commercial area that includes approximately 130 primary properties.

An intensive-level survey will permit the evaluation of the properties within the survey boundary as they relate to the neighborhood's history and development in order to update the city's inventory

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of historic properties. The courthouse square has previously been surveyed in the 1991 "Historic Resources of Harrisonville: Courthouse Square District Survey." It was placed on the National Register of Historic Places in the Harrisonville Courthouse Square Historic District in 1994 for significance under Criterion A for Commerce and Politics/Government and Criterion C for Architecture. This survey will include evaluate the change in the area since the 1991 survey and provide recommendations for future preservation activities, including but not limited to identifying properties eligible for the National Register of Historic Places (NRHP).

Architectural survey is an activity required of Certified Local Governments (CLGs) per 36 CFR 61.6 (e)(3) and is an eligible grant assisted activity for the Historic Preservation Fund (HPF Grants Manual Chapter 6(H)). This survey advances Goal 3.A "Increase the number of historic and architectural properties surveyed and evaluated" of Missouri's 2018–2024 Statewide Preservation Plan.

2.0 SCOPE OF WORK

2.1 Meetings with the City of Harrisonville and HPF Grant Manager and Research Design

Prior to fieldwork, CEC and the City will set up a time with the HPF Grant Manager or their designee to discuss the level of documentation and how resources will be recorded.

Following this meeting, a completed research design meeting the SHPO's "Standards for Professional Architectural and Historic Surveys" shall be submitted to the HPF Grant Manager or their designee for approval. This research design will describe the scope of the work, rationale of survey boundaries, proposed methodology, and expected results. This document will be submitted in Word format.

2.2 Documentation for Two Public Information Meetings

The City will conduct a minimum of two public meetings in Harrisonville to inform owners of properties within the survey area and the interested public about the goals and scope of the survey project. The first meeting will be held as near to the beginning of the survey as practical and the second meeting will be conducted at the conclusion of the project, when survey results and recommendations will be presented. Meetings should be primarily informative in nature but may also be used to solicit information from knowledgeable members of the public.

As a part of the project, CEC will submit documentation for the two public information meetings (i.e., press release, newspaper/web advertisement, sign-in sheet).

2.3 Architectural History Fieldwork

CEC will conduct Architectural History Fieldwork and will complete SHPO Architectural/Historic Inventory Forms meeting SHPO's "Standards for Professional Architectural and Historic Surveys" and following the "Instructions for Completing the Architectural/Historic Inventory Form." These

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shall be completed for each property within the boundary including vacant lots. If a property has more than one associated resource, the site plan on the inventory form shall be completed unless a master map showing the accurate orientation of outbuildings in the district is submitted as part of the project. In this case the second page of the survey form may be omitted. Drafts of inventory forms will be completed as discussed via the kick-off conversation with the City and the HPF Grand Manager (or their designee). The forms shall be submitted in Word format to the HPF Grant Manager or their designee.

CEC will submit high resolution (at least 1600 X 1200 pixels; at least 300 dpi) color photographs of each surveyed property in digital JPEG format. Draft digital images will be labeled by street address, but final digital images will be labeled in accordance with NRHP standards. Photos will be taken to avoid as much obstruction to the properties as is feasible. Additional photographs of different elevations at the properties will be taken. If a property has a complex footprint, additional photographs will be taken to adequately capture all publicly viewable elevations. If a property has secondary resources an additional photograph will be taken for each resource unless the secondary resource is clearly visible in the photograph of the primary resource. If a known outbuilding is not visible from the public right of way, its presence should be indicated on the survey form with an explanation why photography was not possible. The number of photographs will be determined in consultation with the HPF Grant Manager or their designee.

CEC will create a boundary map showing the location of each property inventoried including addresses and the location of associated outbuildings. The map will show survey boundaries and boundaries for any potential NRHP districts. The contributing status of each property, including outbuildings, must be marked within the recommended historic district boundary (if applicable). Likewise, individually eligible, or previously listed properties must be noted. Any mapping will be submitted electronically in a pdf format.

2.4 Final Survey Report

CEC will prepare a historic architectural report that meets the SHPO's "Standards for Professional Architectural and Historic Surveys". This report will describe the scope and scale of the survey; methodology of the project a brief history of the development of the surveyed neighborhood(s), provide historic contexts for evaluation of the resources under NRHP criteria as applicable; describe and analyze property types within the resources surveyed; discuss the rationale for evaluation; and make recommendations for future NRHP listings (individual and districts if any) and survey activities. Any recommendations for NRHP listing must identify potential areas, levels, periods of significance, and provide an explanation supporting eligibility. A PDF of the draft report will be sent to the City and the HPF Grant Manager or their designee for review. Any revisions requested by the City and the HPF Grant Manager or their designee will be addressed and resubmitted within two weeks of receipt.

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3.0 ASSUMPTIONS

The successful completion of the project and following estimated costs are based on the following assumptions.

- CEC assumes that the survey area will not extend greater than the 54-acre study area outlined in the RFP.
- CEC assumes that all fieldwork can be done in one mobilization and there will be no weather delays or land access problems.
- It is assumed that the survey can be completed in seven 8-hour field days by a qualified Architect Historian assisted by one technician (including travel time).
- CEC assumes that at least 130 historic resources and no more than 200 historic resources will be documented during the survey.

4.0 ESTIMATED COSTS

CEC proposes to complete the above outlined scope of services for the estimated fee below.

Meetings and Research Design	\$ 3,800
Architectural History Fieldwork	\$ 21,100
Final Survey Report	\$ 8,400
Surety Bond	\$ 500
Total	\$33,800

Professional services will be invoiced as a lump sum for the work. CEC will obtain approval from the city for revisions to our scope of services or costs, if necessary, under a change or additional services order.

If project conditions are different from those assumed herein or additional services appear necessary during the execution of services such that our estimated fee is expected to be exceeded, your office will be contacted to discuss these conditions and anticipated changes to our fee estimate.

CEC's proposal is conditioned and contingent upon acceptance and inclusion of CEC's exceptions (Attachment 5 Exceptions Form RFP #2023-608-02) included with this proposal.

5.0 SCHEDULE

CEC can initiate fieldwork for this project following the approval of the final research design. Assuming there are no delays due to weather conditions, fieldwork and draft survey forms will be completed by September 16, 2024. The final report will be completed by April 31, 2025.

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6.0 CLOSING

CEC appreciates this opportunity to work with the city and look forward to working toward the successful completion of this project. Please contact us at 317-655-7777 or via email to Jim at sterheide@cecinc.com if you have any questions regarding this proposal.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Sarah Terheide MA
Architectural Historian



Aaron Hurt, P.E., AICP
Vice President

RFP #2023-608-02**1. SUMMARY OF REQUEST / SCOPE OF GOODS AND/OR SERVICES**

The City of Harrisonville, Missouri is seeking written proposals from qualified firms/providers to conduct an intensive level architectural survey over approximately 54-acres that is largely comprised of the City's commercial downtown and includes approximately 130 primary properties. See Attachment A, Exhibit 2 for a map, description of the survey areas, and boundary justification. The firm/provider must meet the Secretary of the Interior's Professional Qualifications for an architectural historian as listed in Attachment A, Exhibit 1.

2. SCOPE OF WORK

Bids shall be signed by the individual or authorized principals of the firm. Bids must give full firm name and address of bidder. Failure to manually sign bid form may be cause for disqualification. Person signing bids should show title or authority to bind firm in a contract.

All bidders/Contractors shall include, with their bids, a list of at least three (3) current references for whom comparable work has been performed and within the past 24 months. This list shall include company name, person to contact, address and telephone number. Failure to include references may be ample cause for rejection of bid as non-responsive. Bids may be held by the City of HARRISONVILLE for a period not to exceed one-hundred-twenty (120) days from the date of bid opening for the purpose of reviewing the bids and investigating the qualifications of bidders prior to awarding of the contract.

The bidder/Contractors shall include, with their bids, documentation that the person(s) performing the survey work meet or exceeds the Secretary of the Interior's Professional Qualifications Standards for a historian or architectural historian, as outlined in Attachment A, Exhibit 1.

The bidder/Contractors shall ensure that the appropriate signatures and seals are affixed to document. Bid Documents shall be sealed in an envelope, which shall be clearly labeled with the words "Bid Documents, Intensive Level Architectural Survey for the City of HARRISONVILLE, and the Bidders/Contractor's Name".

Bids are invited for the work as described above in the Scope of Goods and/or Services. A contract may be awarded to the lowest responsive and responsible bidder.

The City of HARRISONVILLE reserves the right to reject any or all bids or to waive any informality in the bidding, or to negotiate and suggest modifications and amendments, which would make the bid acceptable.

3. QUESTIONS

Any questions regarding this bid should be directed to Christina Stanton, at 816-380-8922 or cstanton@harrisonville.com.

Questions should be addressed to the City staff identified on Page 1 (Cover Sheet). If time permits, such questions should be submitted in writing. The City reserves the right to require that all questions be submitted in writing. The City reserves the right to provide such questions and answers to all prospective offerors in the form of an addendum to the RFP.

4. **PROPOSAL SUBMISSION REQUIREMENTS**

Sealed proposals must be received no later than 5:00 p.m. CT, on **November 30, 2023**, at the Community Development Department, City Hall, 300 E. Pearl Street, HARRISONVILLE, Missouri 64701. The sealed proposal must be marked "INTENSIVE LEVEL ARCHITECTURAL SURVEY FOR THE CITY OF HARRISONVILLE, #2023-608-02". The offeror shall submit the following information/documents as part of the proposal:

- A. One original and 3 copies of the proposal
- B. Bid Affidavit
- C. Cover Sheet, completed and signed
- D. Information on the evaluation criteria (including cost proposal and pricing for subsequent renewal periods, if applicable).
- E. Proposed contract, attachments completed and signed

Note: Proposals will not be accepted after the deadline for submission, regardless of the reason for such lateness. Proposals that are received after the submission deadline will be returned to the offeror unopened. Any exceptions to the terms and conditions and/or proposed contract contained herein must be submitted as part of the proposal. Firms selected for award will be required to provide proof of insurance, as stipulated herein.

5. **EVALUATION CRITERIA**

Proposals will be evaluated in accordance with the following criteria:

- **Whether the consultant meets or exceeds the *Secretary of the Interior's Professional Qualifications Standards* for a historian or architectural historian, as outlined in Exhibit 1;**
- **The ability of the Offeror to perform the work or provide the services promptly or within the time specified, without delay or interference;**
- **The character, integrity, reputation, judgement, experience, and efficiency of the Offeror, and;**
- **The quality of performance of previous contracts or services.**

Note: The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories. The City is under no obligation to solicit such information, if it is not included in the offeror's original proposal. Failure to provide such information may have an adverse impact on the evaluation of the offeror's proposal.

6. **EVALUATION PROCESS**

The City will consider a proposal nonresponsive when critical information is lacking, or the submission represents a major deviation from the requirements of this RFP. Minor omissions or informalities may be waived at the sole option and discretion of the City. The City also reserves the right to reject any and all proposals, make no award or multiple awards as result of this solicitation. Responsive proposals will be evaluated in the following manner:

- A. An Evaluation Committee will review and rank all proposals individually on their technical merits and according to the criteria established in Section 5 of this RFP. The Committee may contact offerors if any clarification is needed on the proposal.

- B. Offerors whose proposals are ranked the highest by the Evaluation Committee may be asked to participate in an interview process to ensure a mutual understanding of both the City's requirements and the offeror's proposal. Interviews may be conducted either in person or by telephone. However, the Committee may decide that interviews are not necessary and make recommendations for award based on the information provided in the proposal.
- C. The firm that provides the City with the most reliable and cost effective goods and/or services based on the established evaluation criteria will be recommended.

Note: In accordance with federal, state and local laws, the bid documents will be available for public review following: rejection of all bids; posting of the Notice of Intent to Award (for bids over \$10,000); execution of the contract and/or purchase order.

7. **Proposed Time Schedule**

RFP Issue Date: October 30, 2023

Deadline For Questions: November 15, 2023

RFP Close Date: November 30, 2023

RFP Evaluation: December 1, 2023

Posting of Intent to Award: December 4, 2023

Recommendation to Board of Aldermen: December 18, 2023

Notice of Award: December 19, 2023

8. **Right of Protest**

Any protest must be filed within five (5) business days of the date of posting of the Notice. The City shall be responsible for directly notifying bidders of the Notice of Intent to Award. Protests must be received in the office of the City Administrator and must contain the company name, address, phone number and signature of the authorized representative; solicitation number; a detailed statement describing the grounds for the protest; and supporting evidence or documents to substantiate the claim. The City Administrator will review the information provided and issue a written decision within five (5) business days of receipt of the protest. This decision shall be final.

City of Harrisonville Invitation to Bid:

Attachment 1

AFFIDAVIT

STATE OF Indiana)
) SS.
 COUNTY OF Marion)

Aaron Hurt of the City of Indianapolis
 _____, County of Marion, State of Indiana,

being duly sworn on her or his oath, deposes and says:

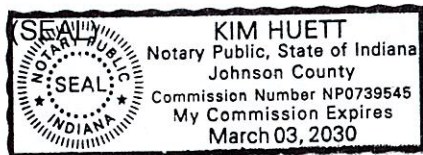
1. That I am the Vice President/Office Lead (Title of Affiant) of
Civil & Environmental Consultants, Inc. (Name of Bidder) and
 have been authorized by said Bidder to make this affidavit on the Bidder's behalf;
2. No Alderman, nor the City Administrator, is financially interested in what the Bidder is offering to sell to the City pursuant to this invitation, nor is the Bidder a City employee or board member whose bid creates a conflict of interest. A conflict of interest would arise if a City employee or board member is in a position to affect either the decision to solicit bids or the selection of the successful bidder;
3. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this Invitation; and
4. The authorized signer of this document certifies that the organization and each of its principals are not suspended or debarred by the City of HARRISONVILLE, State of Missouri or Federal government.

Civil & Environmental Consultants, Inc. (Name of Bidder)

By: Aaron Hurt (Signature of Affiant)

Vice President/Office Lead (Title of Affiant)

Subscribed and sworn to before me this 20 day of November, 2023.



Kim Huett
 NOTARY PUBLIC in and for the County of Marion

State of Indiana

My commission expires: 03/03/2030

**CITY OF HARRISONVILLE
CONTRACTUAL AGREEMENT**

Attachment 2

Any award made as a result of this Request for Proposal will be subject to the following and shall comply substantially with the Contractual Agreement. By submitting a proposal, the Offeror agrees to accept and be bound by the following terms and requirements in any resulting contract:

THIS AGREEMENT, made by and between the City of HARRISONVILLE, Missouri (hereinafter called CITY) and Civil & Environmental Consultants, Inc., a C Corporation (hereinafter called CONTRACTOR).

WITNESSETH:

WHEREAS, CITY requires goods and/or services for an intensive level architectural survey of approximately 54-acres comprised of the area identified as Phase I in Attachment A, Exhibit 2 and,

WHEREAS, CONTRACTOR is prepared to provide said professional services and/or goods and shall give consultation and advice to CITY during the performance of said services or delivery of said goods;

NOW THEREFORE, CITY and CONTRACTOR in consideration of the mutual covenants contained in this AGREEMENT, agree as follows:

ARTICLE 1 – EFFECTIVE DATE

The effective date of this AGREEMENT shall be October 1, 2023.

ARTICLE 2 – SERVICES TO BE PERFORMED AND / OR GOODS TO BE DELIVERED BY CONTRACTOR

CONTRACTOR shall perform the services and/or deliver the goods set forth in the Scope of Goods and/or Services.

ARTICLE 3 – PRECEDENCE OF DOCUMENTS

The CITY'S Request for Proposal and the CONTRACTOR'S Proposal are attached and incorporated by reference into this AGREEMENT. In the event of inconsistency or conflict between or among the provisions of this AGREEMENT and the provisions of the exhibits or attachments to this AGREEMENT, the provisions of this AGREEMENT shall take precedence over the exhibits and attachments, the exhibits shall take precedence over the attachments and the CITY'S Request for Proposal shall take precedence over the CONTRACTOR'S Proposal.

This Contract shall be executed in quintuplicate, with distribution as specified in the Regulations of the Contract. The CITY will provide five (5) unexecuted original contract documents for the contractor to sign, to include the certificate of insurance, performance and payment bonds, etc. and mail to the ATTN: DIRECTOR OF COMMUNITY DEVELOPMENT DEPARTMENT, CITY OF HARRISONVILLE, 300 E. PEARL STREET, HARRISONVILLE, MO, 64701

ARTICLE 4 – PERIOD OF SERVICE

The Scope of Goods and/or Services to be performed by the CONTRACTOR shall be completed within 1 year and 7 months and 2 weeks.

ARTICLE 5 – COMPENSATION

For services performed and/or goods delivered, the CITY shall pay the CONTRACTOR, an amount not to exceed \$34,000.

The CITY is exempt from State of Missouri sales and use taxes on purchases made directly for the CITY. CONTRACTOR shall not include any sales or use taxes on transactions between the CONTRACTOR and CITY.

Monthly invoices shall be submitted by the CONTRACTOR to the CITY for payment covering services performed and/or goods delivered and expenses incurred during the preceding month. Invoices shall indicate the hours expended for each person on the project, the total labor billing, and a summary of other expenses and charges along with supporting documentation. The CITY'S payment terms are net thirty (30) days.

ARTICLE 6 – BOND

The CONTRACTOR shall furnish a surety bond in the amount of one hundred percent (100%) of the AGREEMENT. The surety bond shall be security for the faithful performance of this AGREEMENT and for the payment of all persons performing labor and furnishing materials in connection with the AGREEMENT.

The bond shall be from a surety company authorized to do business in the State of Missouri and in a form acceptable to the CITY.

ARTICLE 7 – PERMITS AND LICENSES

The CONTRACTOR shall procure all necessary local construction permits and licenses and a City of HARRISONVILLE Occupation License.

CONTRACTOR will abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this AGREEMENT is performed, and will require the same of all subcontractors.

The CONTRACTOR must furnish and maintain certification of authority to conduct business in the State of Missouri.

ARTICLE 8 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by CONTRACTOR as part of the services shall become the property of CITY.

ARTICLE 9 – CHANGES, DELETIONS, OR ADDITIONS TO AGREEMENT

Either party may request changes within the general scope of this AGREEMENT. If a requested change causes an increase or decrease in the cost or time required to perform this AGREEMENT, CITY and CONTRACTOR will agree to an equitable adjustment of the AGREEMENT price, period of service, or both, and will reflect such adjustment in a change order.

ARTICLE 10 – STANDARD OF CARE

CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the services and/or delivery of goods as is ordinarily possessed and exercised by a city professional under similar circumstances.

ARTICLE 11 – LIABILITY AND INDEMNIFICATION

Having considered the potential liabilities that may exist during the performance of this AGREEMENT and the CONTRACTOR'S fee, and in consideration of the mutual covenants contained in the AGREEMENT, CITY and CONTRACTOR agree to allocate and limit such liabilities in accordance with this Article.

The CONTRACTOR agrees to indemnify and hold harmless the CITY, its agents, officials and employees and to assume all risk, responsibility for death of or injury to, any persons and for loss, damage or injury to any property (together with all expenses, including attorney fees, in defense or prosecution of any action involving any such death, injury or damage), arising from, growing out of, or in any manner or degree directly or indirectly related to the performance of this work, including patent and copyright infringements.

CONTRACTOR shall indemnify CITY against legal liability for damages arising out of claims by CONTRACTOR'S employees.

ARTICLE 12 – INSURANCE

During the performance of the Services and/or delivery of Goods under this AGREEMENT, CONTRACTOR shall maintain the following insurance:

- (1) Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance, with a minimum limit of \$500,000 for each occurrence.
- (2) Professional Liability Insurance, with a minimum limit of \$1,000,000 annual aggregate, when applicable.
- (3) General Liability Insurance, with minimum bodily injury limits of \$1,000,000 for each occurrence and \$2,000,000 aggregate, and with minimum property damage limits of \$1,000,000 for each occurrence and \$1,000,000 aggregate.
- (4) Automobile Liability Insurance, with minimum bodily injury limits of \$1,000,000 for each person and \$2,000,000 for each accident, and with property damage minimum limits of \$1,000,000 for each accident.

CONTRACTOR shall furnish CITY certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to CITY. All subcontractors shall be required to include CITY and CONTRACTOR as additional insureds on their General Liability Professional Liability (where applicable) and Automobile Liability insurance policies, and shall be required to indemnify CITY and CONTRACTOR to the same extent.

ARTICLE 13 – SHIPPING, TITLE AND RISK OF LOSS

All sales and deliveries are F.O.B. CITY.

ARTICLE 14 – DELAY IN PERFORMANCE

Neither CITY nor CONTRACTOR shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, epidemic, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restrains; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either CITY or CONTRACTOR under this AGREEMENT. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 15 – LIQUIDATED DAMAGES

The CITY and CONTRACTOR hereby agree that the delivery of supplies, services, goods, materials, training and/or equipment of the character and quality required in this AGREEMENT is the essence of this AGREEMENT and if the supplies, services, goods, materials, training and/or equipment specified herein or any part thereof are not delivered by the time specified and are not of the character and quality contained in the said specifications, or otherwise not fit for the particular purposes required by the CITY as provided in this AGREEMENT, there will be deducted, not as a penalty but as liquidated damages,

N/A (\$ N/A) per day for each and every day of delay beyond the final completion date (excluding any excusable delays in performance or mutually agreed extensions).

ARTICLE 16 – TERMINATION

CITY may terminate or suspend performance of this Agreement for CITY'S convenience upon sixty (60) days' written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services on a schedule acceptable to CITY. If termination or suspension is for CITY'S convenience, CITY shall pay CONTRACTOR for all the services performed and/or goods delivered until the date of the termination by the CITY or suspension expenses as determined and agreed to by the parties. Upon restart, and equitable adjustment shall be made to CONTRACTOR'S compensation.

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

In the event that funding for the AGREEMENT is discontinued, City shall have the right to terminate this AGREEMENT immediately upon written notice to Contractor.

ARTICLE 17 – WAIVER

A waiver by either CITY or CONTRACTOR of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

ARTICLE 19 – SUCCESSORS AND ASSIGNS

CITY and CONTRACTOR each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to the AGREEMENT and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this AGREEMENT.

ARTICLE 20 – ASSIGNMENT

Neither CITY nor CONTRACTOR shall assign any rights or duties under this AGREEMENT without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT.

ARTICLE 21 – THIRD PARTY RIGHTS

Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than CITY and CONTRACTOR.

ARTICLE 22 – INDEPENDENT CONTRACTORS

Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this AGREEMENT shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This AGREEMENT shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

ARTICLE 23 – AUDIT

CONTRACTOR agrees that the CITY, or a duly authorized representative, shall, until the expiration of three (3) years after final payment under this AGREEMENT have access to and the right to examine and copy any pertinent books, documents, papers and records of the CONTRACTOR involving transactions related to this AGREEMENT.

ARTICLE 24 – RENEWAL OPTIONS

If specified in the original bid document, the CITY may exercise its option to renew the contract/agreement. Each renewal period shall be for the length of the original contract. The CITY will provide the CONTRACTOR with a written renewal notice sixty (60) days prior to the expiration date of the AGREEMENT period. Pricing shall be in accordance with the fees submitted on the original bid/proposal. All terms and conditions shall remain in effect during the subsequent renewal periods.

ARTICLE 25 – MODIFICATIONS/AMENDMENTS

The CITY may at any time, by written modification or amendment, without notice to any surety, make changes or additions, within the general scope of this AGREEMENT in or to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this AGREEMENT or purchase order, the CONTRACTOR shall notify the City Administrator in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the CONTRACTOR for such adjustment must be asserted within thirty (30) days or such other period as may be agreed upon in writing by the parties after the CONTRACTOR'S receipt of notice of the modification. Nothing herein contained shall excuse the CONTRACTOR from proceeding with the AGREEMENT as changed.

ARTICLE 26 – EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this AGREEMENT, the CONTRACTOR agrees as follows:

The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not to be limited to, the following: 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. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

The CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the CONTRACTOR'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the CONTRACTOR'S noncompliance with the non-discrimination clauses of this AGREEMENT with any of the said rules, regulations, or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part, and the CONTRACTOR may be declared ineligible for any further government agreement, contracts, or purchase orders or federally assisted agreements and/or contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

ARTICLE 27 – GOVERNING LAW

This AGREEMENT shall be governed by the laws of the State of Missouri.

ARTICLE 28 – COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

CONTRACTOR:

Civil & Environmental Consultants, Inc., 530 E. Ohio Street, Suite G., Indianapolis, IN 46204

FIRM NAME AND ADDRESS

CITY:

Christina Stanton, AICP, Community Development Director, 300 E. Pearl Street, Harrisonville MO

CONTACT PERSON AND ADDRESS

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and CITY.

ARTICLE 29 – SEPARATE AGREEMENTS

CITY and CONTRACTOR each reserve the right to, from time to time, enter into other agreements or contracts for specific projects. If such agreements or contracts are separately approved in writing by the parties, the terms and conditions of those agreements or contracts shall prevail for the specific projects set forth therein.

ARTICLE 30 – ENTIRE AGREEMENT

This AGREEMENT represents the entire agreement between the CITY and CONTRACTOR. All previous or contemporaneous agreements, representations, promises and conditions relating the CONTRACTOR'S services and/or goods described herein are superseded.

ARTICLE 31 – SURVIVAL OF TERMS

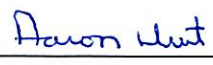
The following provisions shall survive the expiration or termination of this AGREEMENT for any reason: if any payment obligations exist, Article 5 – Compensation; Article 7 – Permits and Licenses; Article 11 – Liability and Indemnification; Article 17 – Waiver; Article 18 – Severability; Article 20 – Assignment; Article 22 – Independent Contractors; Article 27 – Governing Law; Article 30 – Entire Agreement; and this Article 31 – Survival of Terms.

IN WITNESS WHEREOF, CITY and CONTRACTOR, by and through their authorized officers, have made and executed this Agreement:

CITY OF HARRISONVILLE, MO:

CONTRACTOR:

By: _____

By: Aaron Hurt 

Title: _____

Title: Vice President/Office Lead

Date: _____

Date November 20, 2023

Attachment 3

BID FORM - PAGE #2 RFP #2023-608-02_ INTENSIVE LEVEL
ARCHITECTURAL SURVEY FOR THE CITY OF HARRISONVILLE

Please list below three references where you are/have performed similar work for a governmental agency to what is being requested within this RFP and within the past 36 months:

Alfred Benesch & Company, Sammie McCoy, 574 Franklin Rd., Suite 300, Franklin, TN 37069, (615)-370-6079
Name of Organization Contact Telephone Number

Ameren Services, Nancy Morgan, 2105 East State Route 104, Pawnee, IL 62558, (309)-253-8500
Name of Organization Contact Telephone Number

United States Steel Corporation, Coleen Davis, 13th & Braddock Avenues, Braddock, PA 15104, (412)-273-4730
Name of Organization Contact Telephone Number

Certification:

SOI Qualifications (see attached)

Name of Firm Bidding on RFP # 2023-608-02 Civil & Environmental Consultants, Inc.

530 E. Ohio Street, Suite G.
Address

Indianapolis, IN 46204
City/State/Zip

317-655-7777 ahurt@cecinc.com
Telephone Number E-mail Address


Authorized Signature

Please remember to include all documentation and samples.

Attachment 5

**EXCEPTIONS FORM - PAGE #1 RFP #2023-608-02, INTENSIVE LEVEL
ARCHITECTURAL SURVEY FOR THE CITY OF HARRISONVILLE**

Proposals must include all exceptions to the specifications, terms or conditions contained in this RFP.
If the vendor is submitting the proposal without exceptions, please state so below.

By Initialing, the Vendor acknowledges that they take NO exceptions to the specifications, terms or conditions found in this RFP

Paragraph #, Page #, Item #	Exceptions to Specifications, terms or conditions	Proposed Alternative
Article 11, Page 9	Having considered the potential liabilities that may exist during the performance of this AGREEMENT and the CONTRACTOR'S fee, and in consideration of the mutual covenants contained in the AGREEMENT, CITY and CONTRACTOR agree to allocate and limit such liabilities in accordance with this Article. The CONTRACTOR agrees to indemnify and hold harmless the CITY, its agents, officials and employees and to assume all risk, responsibility for death of or injury to, any persons and for loss, damage or injury to any property (together with all expenses, including attorney fees, in defense or prosecution of any action involving any such death, injury or damage), arising from, growing out of, or in any manner or degree directly or indirectly related to the performance of this work, including patent and copyright infringements. CONTRACTOR shall indemnify CITY against legal liability for damages arising out of claims by CONTRACTOR'S employees.	Having considered the potential liabilities that may exist during the performance of this AGREEMENT and the CONTRACTOR'S fee, and in consideration of the mutual covenants contained in the AGREEMENT, CITY and CONTRACTOR agree to allocate and limit such liabilities in accordance with this Article. <u>Except for liability arising from CONTRACTOR's gross negligence or willful misconduct and except for CONTRACTOR's indemnity obligations for third party claims for personal injury or property damage, CONTRACTOR'S liability is limited in the aggregate to the minimum insurance provided under this AGREEMENT.</u> <u>Except for CONTRACTOR'S indemnity obligations for third party claims for personal injury and property damage, CITY and CONTRACTOR waive any claim against each other for consequential, indirect, special, or punitive damages.</u> The CONTRACTOR agrees to indemnify and hold harmless the CITY, its agents, officials and employees and to assume all risk, responsibility for death of or injury to, any persons and for loss, damage or injury to any property (together with all

		expenses, including attorney fees, in defense or prosecution of any action involving any such death, injury or damage), arising from, growing out of, or in any manner or degree directly or indirectly related to the extent of CONTRACTOR'S negligent performance of this work, including patent and copyright infringements. CONTRACTOR shall indemnify CITY against legal liability for damages arising out of claims by CONTRACTOR'S employees.
Article 15, Page 10	The CITY and CONTRACTOR hereby agree that the delivery of supplies, services, goods, materials, training and/or equipment of the character and quality required in this AGREEMENT is the essence of this AGREEMENT and if the supplies, services, goods, materials, training and/or equipment specified herein or any part thereof are not delivered by the time specified and are not of the character and quality contained in the said specifications, or otherwise not fit for the particular purposes required by the CITY as provided in this AGREEMENT, there will be deducted, not as a penalty but as liquidated damages, ____ (\$____) per day for each and every day of delay beyond the final completion date (excluding any excusable delays in performance or mutually agreed extensions).	Not used.

Attachment 6

COMPANY PROFILE AND CAPABILITIES FORM - PAGE #1 RFP #2023-608-02, INTENSIVE LEVEL ARCHITECTURAL SURVEY FOR THE CITY OF HARRISONVILLE

Suppliers are required to provide a reply to each question listed below. Your replies will aid the evaluation committee as part of the overall qualitative evaluation criteria of this Request for Proposal. Your responses should contain sufficient information about your company so evaluators have a clear understanding of your company's background and capabilities. Failure to respond to any of these questions may result in your proposal to be rejected as non-responsive.

1	What qualifications and previous experience do you have with similar contracts of this size? Please include government and private sector contracts.
	The above listed references (Attachment 3) represent contracts for large-scale historic architecture projects we have completed: • Alfred Benesch & Company: Civil & Environmental Consultants, Inc. (CEC) completed a Section 106 assessment, and assessment of Effects for a pedestrian connector sidewalk project in the city of Portland, Tennessee. CEC surveyed 67 historic resources that were 45 years or older within the Area of Potential Effects (APE), and evaluated them for inclusion in the National Register of Historic Places (NRHP). CEC then completed an Assessment of Effects for NRHP-eligible resources within the APE. • Ameren Services: CEC completed a survey of historic resources within the APE for a transmission line project in Logan County, Illinois. CEC evaluated 800 historic above ground resources for inclusion in the NRHP. The APE extended through rural portions of Logan County Illinois, and into the southeastern half of the city of Lincoln, Illinois. Additional in-depth archival research was also completed for a select number of the historic resources. • United States Steel Company: CEC completed extensive documentation of the Edgar Thomson Plant Project Icon Mon-Valley Works-Edgar Thomson Plant in Allegheny County, Pennsylvania. The lead agency for this project was the Pennsylvania Historical and Museum Commission (PHMC). This project involved a field survey of 66 contributing historic resources within the Steel Plant, extensive archival research into the history of the plant, and the completion of a 1,000-page report. CEC's qualifications include our staff of cultural resource professionals who meet the Secretary of Interior's (SOI) professional qualifications.

2	What background, experience, resources and reputation does your business have that qualifies you as a responsible bidder? Please include the number of years you have been in business.
	CEC is an engineering and environmental consulting firm with more than 1,400 team members and 31 offices nationwide. The cultural resources consulting group has been a part of CEC for ten years, providing services such as Section 106 compliance survey and documentation. Our staff includes an architectural historian and a historian who meet the SOI professional qualifications. These professionals have a combined 37 years of experience in the field of architectural history. Please see their attached resumes for a selected summary of their work experience (Attachment A).
3	Can you meet the delivery requirements within the time frame specified? Explain your knowledge and understanding of problems that may occur and how you plan to meet them. Include the stability of your workforce and the number of employees to support these requirements.
	At CEC, we pride ourselves in completing our work in a timely manner. Our field and office staff are well equipped to conduct surveys of this magnitude. Potential issues with this type of survey could include sparse existing documentation concerning the historic resources, and communication with the landowners. Our team is practiced in archival research both remotely, and in-person. If we encounter any issues with our research, we will not hesitate to reach out to local resources that may be of assistance. We also work frequently with the public and will practice effective methods of communication to encourage a positive and beneficial relationship through the course of our study. In order to complete this project, we will require one field architectural historian and one technician over the course of five (5) days. Both of these roles are staffed full-time with CEC and are not anticipated to change.

Attachment A

Selected Resumes

Sue Gilliam, MS

Sarah Terheide, MA

Sue Becher Gilliam

Principal Investigator/Architectural Historian



33 YEARS OF EXPERIENCE

EDUCATION

MS, Historic Preservation, Ball State University,
1986

BA, Industrial Design, Purdue University, 1983

CERTIFICATIONS

Qualified Professional: Indiana Division
of Historic Preservation and
Archaeology

Secretary of the Interior Qualifications

Ms. Becher Gilliam is a Historic Preservation specialist with 30 years of experience. She exceeds the requirements to meet the Secretary of the Interiors Standards as a Qualified Professional in Architectural History/History. Ms. Becher Gilliam assisted Indiana Landmarks (formerly Historic Landmarks of Indiana) with development of the Rush County Interim Report, a survey of all properties over 50 years of age within the county. She has work at the Indiana Department of Natural Resources-Division of Historic Preservation and Archaeology (IDNR-DHPA), where she completed Section 106 compliance reviews, interacted with both agencies and project sponsors, and provided guidance to agencies and the public regarding Section 106 requirements. In addition to completing numerous Historic Property investigations, she has prepared National Register of Historic Places Nominations for more than a half dozen properties. She is well versed in the National Historic Preservation Act (NHPA) Section 106 process, having completed literature reviews and archival research, prepared eligibility and effect documents, and negotiated memoranda of agreement.

PROJECT EXPERIENCE

State Route 46 1860s Stone Culvert over Gas Creek, Greensburg, Washington Township, Decatur County, Indiana

County Road 200 North from Dan Jones Road to Ronald Reagan Parkway, Avon, Washington Township, Hendricks County, Indiana

Road Improvements along 236th Street from Deming Road to Tollgate Road west of Cicero in Jackson Township, Hamilton County, Indiana

History/Architecture Report for the Upper Gassaway Bridge Project, Gassaway, Braxton County, West Virginia (State Project S304-4-17.86 00, Federal Project STP-0004(054)D)

History/Architecture Addendum Report for the Re-Authorization of the Charles Pointe Development 404 Permit near Bridgeport, Harrison County, West Virginia

Section 106 Assessment for the proposed McEwen Drive Widening Project from Cold Springs Boulevard/Oxford Glen Drive to Wilson Pike in Franklin, Williamson County, Tennessee (TDOT PIN 125418.00)

Historic Property Report for the McClure Well Pad Project, Center Township, Carroll County, Ohio

History/Architecture Report for the proposed Freedom Compressor Station in New Sewickley Township, Beaver County, Pennsylvania



Civil & Environmental Consultants, Inc.

Sue Becher Gilliam

Principal Investigator/Architectural Historian

Historic Properties Survey Report: Washington Street Pedestrian Improvements Project (MPPA) in Indianapolis, Marion County, Indiana

Historic Properties Survey Report: Safe Routes to School Sidewalk Project along Middle Street from SR 67 to the Judge Haynes Elementary School on High Street in Wayne Township, Portland, Jay County, Indiana

Harlinsdale Farm an NRHP Listed Property Multi-Use Path, City of Franklin, Williamson County, Tennessee

Four Mile Run Stormwater Improvement, Schenley Park Historic District, Pittsburgh, Allegheny County, Pennsylvania

Assessment of the Brooke Glass Buildings within the Wellsburg Historic District, Wellsburg, Brooke County, West Virginia

Beech Bottom Industrial Park Improvement Project at the NRHP Eligible former Wheeling Steel Company Beech Bottom Works Plant, Beech Bottom, Brooke County, West Virginia

Sarah Terheide

Architectural Historian



4 YEARS OF EXPERIENCE

EDUCATION

B.A., History, Butler University, 2016

M.A., Archaeology, University of Cincinnati, 2020

Additional Coursework in American Architectural History, Rutgers University, 2023

CERTIFICATIONS

Qualified Professional Historian,
Secretary of Interior

Ms. Terheide has four years of architectural history experience. She served as a technician and field supervisor under the supervision of a Qualified Professional Architectural Historian. She has gained extensive experience conducting surveys of above ground historic resources for compliance with Section 106. This includes identifying historic resources in the field, recording architectural details, and taking detailed photographs of all public facing elevations of the properties. She has also gained experience in delineating an Area of Potential Effects (APE) for a variety of projects, evaluating historic resources for the National Register of Historic Places (NRHP), and developing historic contexts within cities and rural locations throughout the midwestern United States. In addition to her undergraduate career in history and her graduate career in anthropology and archaeology, she has completed additional coursework in American Architectural History. She has culminated these skills in the successful completion of Historic Property Reports, following review processes by state and federal agencies. She continues to contribute by volunteering at small museum institutions as a docent, communicating complex topics in local history.

PROJECT EXPERIENCE

Harrison County Solar Project, Jackson Group, Harrison County, Kentucky

Role: Architectural Historian

Ms. Terheide conducted fieldwork identifying barns and other outbuildings within the APE. Ms. Terheide also conducted a survey of log-construction buildings within the APE.

South County Line Road Added Travel Lanes, HNTB Corporation, Johnson and Marion Counties, Indiana*

Role: Field Supervisor

Ms. Terheide acted as a Field Supervisor for Archaeology and Architectural History and authored the reports. Ms. Terheide delineated a preliminary APE, completed National Register Evaluations, and authored the historic context for the Historic Property Report. Ms. Terheide also co-authored an addendum evaluating Post-WW II subdivisions for inclusion in the National Register.

136th Street Widening, Beam, Longest and Neff, Fishers, Fall Creek Township, Hamilton County, Indiana*

Role: Field Supervisor

Ms. Terheide acted as a Field Supervisor for Archaeology and Architectural History, and authored the reports. Ms. Terheide delineated a preliminary APE, completed National Register Evaluations, and authored the historic context for the Historic Property Report.



Civil & Environmental Consultants, Inc.

Sarah Terheide

Architectural Historian

Seymour Dam Removal, Christopher B. Burke Engineering, LLC, Redding Township, Jackson County, Indiana*

Role: Field Supervisor

Ms. Terheide acted as a Field Supervisor for Archaeology and Architectural History, and authored the reports. Ms. Terheide delineated a preliminary APE, completed National Register Evaluations, and authored the historic context for the Historic Property Report

US-50 HMA Overlay, Jackson County, Indiana*

Role: Field Supervisor

Ms. Terheide acted as a Field Supervisor for Architectural History and authored the report. Ms. Terheide delineated a preliminary APE, completed National Register Evaluations, and authored the historic context for the Historic Property Report. Additional historic context was prepared for documentation of a historic segregated Black School within the APE.

McCormick's Creek State Park New Entrance Road, Indiana Department of Natural Resources (IDNR), Washington Township, Owen County, Indiana*

Role: Field Supervisor

Ms. Terheide acted as a Field Supervisor for Archaeology and Architectural History, and authored the reports

US 41 Pipe Lining , BLA, Inc., Parish Grove Township, Benton County, Indiana*

Role: Field Supervisor

Ms. Terheide acted as a Field Supervisor for Archaeology and Architectural History, and authored the reports

SR 59 Small Structure Replacement, CDM Smith, Jackson Township, Parke County, Indiana*

Role: Field Supervisor

Ms. Terheide acted as a Field Supervisor for Archaeology and Architectural History, and authored the reports

SR 101 Small Structure Replacement, Parsons Transportation Group, Franklin Township, Ripley County, Indiana*

Role: Field Supervisor

Ms. Terheide acted as a Field Supervisor for Archaeology and Architectural History, and authored the reports

SR 26 Small Structure Replacement, Parsons Transportation Group, Licking Township, Blackford County, Indiana*

Role: Field Supervisor

Ms. Terheide acted as a Field Supervisor for Archaeology and Architectural History, and authored the reports

SR 28 HMA Overlay, HNTB Corporation, Madison and Delaware Counties, Indiana*

Role: Field Supervisor

Ms. Terheide acted as a Field Supervisor for Archaeology and Architectural History, and authored the reports

SR 22 Bridge and Road Reconstruction, Parsons Transportation Group, Upland, Jefferson Township, Grant County, Indiana*

Role: Field Supervisor

Ms. Terheide acted as a Field Supervisor for Archaeology and Architectural History, and authored the reports

Howard County Bridge No. 56 Replacement, Beam, Longest and Neff, Howard Township, Howard County, Indiana*

Role: Field Supervisor

Ms. Terheide acted as a Field Supervisor for Archaeology and Architectural History, and authored the reports

SR 1, SR 26, and US 27 Various Small Structure Replacements, Parsons Transportation Group, Jay, Blackford, and Randolph Counties, Indiana*

Role: Field Supervisor

Ms. Terheide acted as a Field Supervisor for Archaeology and Architectural History, and authored the reports

Sarah Terheide

Architectural Historian

Bridge Replacement Project along County Road 142 over Turkey Creek, United Consulting, Jackson Township, Elkhart County, Indiana*

Role: Field Supervisor

Ms. Terheide acted as a Field Supervisor for Archaeology and Architectural History, and authored the reports

** Work performed prior to joining CEC*

SELECTED PUBLICATIONS

Terheide, Sarah. "Restorative Exhibition Practices: Foregrounding the Cultural and Archaeological Destruction of 19th Century Pothunting through a Web-Based Virtual Exhibit of Three-Dimensional Models of Southeastern Ceramics within a NAGPRA Remediation Project." MA, University of Cincinnati, Arts and Sciences: Anthropology, 2020.

Terheide, Sarah. "Historic Property Report for the Proposed US 50 HMA Overlay Project in Seymour, Jackson County, Indiana." Prepared by ASC Group, Inc. Copy on file with INSHPO. September 2021.

Terheide, Sarah. "Minor Projects Programmatic Agreement (MPPA) Report for the Proposed US 41 Pipe Lining Project over UNT Mudd Creek (Des. No. 1800111) 0.63 miles south of SR 18 in Center and Parish Grove Townships, Benton County, Indiana." Prepared by ASC Group, Inc., for BLA, Inc., Indianapolis, Indiana. Copy on file with INSHPO. December, 2021.

Terheide, Sarah. "MPPA for the Proposed SR 26 Small Structure Replacement Project, 4 Miles East of SR 22, Licking Township, Blackford County, Indiana (Des. No. 1383533)." Prepared by ASC Group, Inc., for Parsons Transportation Group, Indianapolis, Indiana. Copy on file with INSHPO. July 2021.

Terheide, Sarah. "MPPA for the Proposed SR 28 HMA Overlay Project, from SR 9 to I-69, in Monroe Township, Madison County and Harrison Township, Delaware County, Indiana (INDOT Des. No. 2001926)." Prepared by ASC Group, Inc., for HNTB Corporation, Indianapolis, Indiana. Copy on file with INSHPO. March 2023.

Terheide, Sarah. "MPPA for the Proposed Bridge Replacement Project along County Road 142 over Turkey Creek, Jackson Township, Elkhart County, Indiana (Des. No. 1900465)." Prepared by ASC Group, Inc., for United Consulting, Indianapolis, Indiana. Copy on file with INSHPO. May 2021.

Terheide, Sarah. "Historic Property Report for the Proposed 136th Street Widening Project (Des. nos. 1802931 and 1902786) in Fishers, Fall Creek Township, Hamilton County, Indiana." Prepared by ASC Group, Inc., for Beam, Longest and Neff, Indianapolis, Indiana. Copy on file with INSHPO. September 2021.

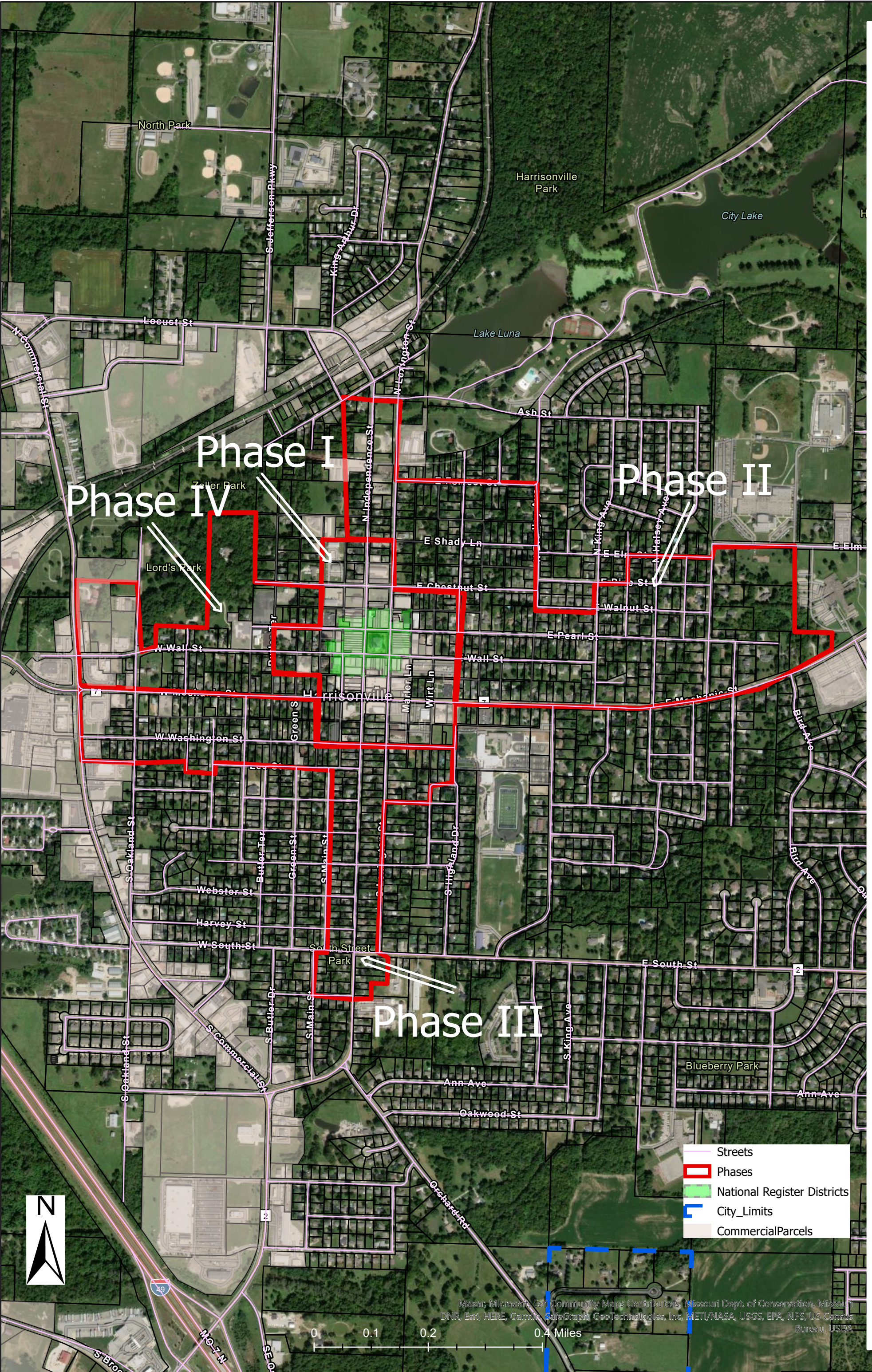
Terheide, Sarah. "Historic Property Report for the Proposed Seymour Dam Removal Project in Redding Township, Jackson County, Indiana." Prepared by ASC Group, Inc., for Christopher B. Burke Engineering, LLC, Indianapolis, Indiana. Copy on file with INSHPO. September 2022.

Terheide, Sarah. "MPPA for the Proposed SR 1, SR 26, and US 27 Various Small Structure Replacements Project, Penn and Pike Townships, Jay County, Jackson Township, Blackford County, and Monroe and Ward Townships, Randolph County, Indiana (Des. No. 1902734)." Prepared by ASC Group, Inc., for Parsons Transportation Group, Indianapolis, Indiana. Copy on file with INSHPO. January 2022.

Konicki, Leah J. and Sarah Terheide. "Historic Property Report for the Proposed County Line Road Added Travel Lanes Project from 0.3 Mile West of Morgantown Road to SR 135/South Meridian School Road in the City of Indianapolis, Perry Township, Marion County and the City of Greenwood, White River Township, Johnson County, Indiana (Des. No. 2002553; DPW Project ST-45-067)." Prepared by ASC Group, Inc., for HNTB Corporation, Indianapolis, Indiana. Copy on file with INSHPO. May 2021.

Konicki, Leah J. and Terheide, Sarah. "Addendum to a Historic Property Report for the Proposed County Line Road Added Travel Lanes Project from 0.3 Mile West of Morgantown Road to SR 135/South Meridian School Road in the City of Indianapolis, Perry Township, Marion County and the City of Greenwood, White River Township, Johnson County, Indiana (Des. No. 2002553; DPW Project ST-45-067)." Prepared by ASC Group, Inc., for HNTB Corporation, Indianapolis, Indiana. Copy on file with INSHPO. November 2021.

Terheide, Sarah. "MPPA for the Proposed SR 59 Small Structure Replacement Project, 8.08 Miles North of US 40, Jackson Township, Parke County, Indiana (Des. No. 1800113)." Prepared by ASC Group, Inc., for CDM Smith, Indianapolis, Indiana. Copy on file with INSHPO. October 2021.



Attachment: PhasingLayout (Resolution for Selection of Historic Consultant for Intensive-Level Survey)

STAFF REPORT

TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: December 14, 2023
SUBJECT: PUBLIC HEARING - EEZ Real Property Tax Abatement on Behalf of Donaldson Company (iFIL USA LLC)

Type of Item: *Public Hearing*

B. Discussion Item (ID # 4722)

PUBLIC HEARING - Enhanced Enterprise Zone Real Property Tax Abatement on Behalf of Donaldson Company (iFIL USA LLC)

Attachments:

BOA - Staff Report - iFIL USA (Donaldson Co.) - EEZ Tax Abatement Request (DOC)
iFIL - EEZ - Estimated Tax Abatement - New Tax Revenue - New Payroll (DOCX)



To: Board of Aldermen

From: Jim Clarke – Economic Development Manager

Date: December 18, 2023

Re: Donaldson Co. (iFIL USA) – Enhanced Enterprise Zone Tax Abatement Request

GENERAL INFORMATION

Applicant: Donaldson Company, Inc. (dba iFIL USA, LLC – Harrisonville facility)

Requested Actions: Approval

Date of Application: September 26, 2023

PROPOSAL

Donaldson Company (iFIL USA – Harrisonville facility) is considering the possible expansion of their Harrisonville facility. With their expansion consideration, they are requesting to receive Enhanced Enterprise Zone (EEZ) Tax Abatement on their proposed new investment in Real Property – expanding the square footage of their facility and addition of new equipment.

PREVIOUS ACTIONS

Donaldson Company applied to the Missouri Department of Economic Development (DED) for Missouri Works Program benefits. (Incentives)

On October 26, 2023, the Missouri Department of Economic Development (DED) Approved Donaldson Company's Missouri Works Application - to receive State benefits (incentives) for the proposed project, including new capital investment and new full-time jobs.

The Harrisonville Enhanced Enterprise Zone (EEZ) Board met on November 9, 2023, to review and consider Donaldson Company's request for Enhanced Enterprise Zone (EEZ) Tax Abatement, for their proposed project.

At their November 9, 2023, meeting, the Harrisonville Enhanced Enterprise Zone (EEZ) Board unanimously Approved to recommend to the Board of Aldermen Approval of Donaldson Company's request for Enhanced Enterprise Zone (EEZ) Tax Abatement for their proposed project.

iFIL USA/Donaldson Company's commitment to the Harrisonville community is expressed by the below events:

- **September 1st, 2009:** **Commencement of Operations in Harrisonville – leased facility**
- **2012:** **iFIL purchased Harrisonville facility**
- **June 30th, 2015:** **Donaldson purchased 70% of iFIL**
- **June 30th, 2015:** **Donaldson purchased Harrisonville facility**
- **December 1st, 2020:** **Donaldson purchased 30% of iFIL**
- **December 31st, 2020:** **iFIL and Donaldson merged**

KEY ISSUES

Continued commitment to community is evidenced by operating in Harrisonville since 2009. iFIL USA went from lease of building, to purchase of property on Vine Street. Donaldson Company purchased 70% of iFIL USA, later purchased iFIL USA Harrisonville facility, later purchased remaining 30% of iFIL USA. Finally, Donaldson Company and iFIL USA merged.

Missouri Department of Economic Development Approved Donaldson Company's Application to receive Missouri Works Program benefits. (Incentives)

Proposes to nearly double the size of the facility and add 35 net new Full-Time jobs. (currently employ 51 Full-time employees)

Pays 50% of employee's Health Insurance Premium.

Harrisonville facility is in internal competition with Donaldson's Kentucky facility for this proposed expansion. (one of these two locations will be selected for this expansion project)

Donaldson Company intends to use local contractors.

Donaldson Company intends to consider Harrisonville and Cass County residents for the proposed new job openings, but the final decisions will be dependent on an Applicant's experience and skillsets.

Donaldson Company has been in communication with the City's Community Development Director, including submitting some initial plans for review.

STAFF COMMENTS AND SUGGESTIONS

Staff encourages the Board to consider the following, in consideration of their EEZ Tax Abatement request:

Donaldson Company's (iFIL USA) evident commitment to the Harrisonville community, since 2015. Support for this proposed project by the Missouri Department of Economic Development. The proposed project scope & scale – nearly doubling facility to approximately 70K s.f. & 35 F-T jobs. Donaldson Company pays 50% of employee's Health Insurance Premium. Donaldson Company intends to use local contractors. Donaldson Company intends to consider Harrisonville and Cass County residents for job openings. Donaldson Company has submitted some initial plans for review by City staff.

STAFF RECOMMENDATION

Staff recommends the Board of Aldermen consider approving the request for Enhanced Enterprise Zone (EEZ) Tax Abatement, at the eligible Tax Abatement Rates, as determined by the proposed project scope and scale.

ATTACHMENTS

Resolution – Authorizing Real Property Tax Abatement for benefit of Donaldson Company, Inc. (iFIL USA, LLC – Harrisonville facility)

Estimated Tax Abatement Benefit to Donaldson Company

Estimated Total New Real Property Tax Revenue

Estimated Total New Personal Property Tax Revenue

Estimated New Real Property Tax Revenue to School District

Estimated New Personal Property Tax Revenue to School District

Estimated New Payroll

STAFF CONTACT:

Jim Clarke
Economic Development Manager

New Real Property Tax Liability – Estimate
 Tax Abatement Percentage – Per Year
 Tax Abatement Benefit – Calculation
 Estimated New Real Property Tax Revenue – Total & School District
 Estimated New Personal Property Tax Revenue – with Depreciation
 Estimated New Payroll

New Real Property Tax Liability Estimate – Calculation

- Real Property New Capital Investment - \$5,604,000 (Cost/Market Value)
- Commercial Property Assessment Rate – 32%
- 2023 Property Tax Levy – 7.2523
- $\$5,604,000 \times 32\% = \$1,793,280$ (Assessed Value)
- $\$1,793,280 \times 7.2523 = \$13,005,404$
- $\$13,005,404 / 100 = \$130,054$ (Estimated Real Property Tax Liability)

NOTE: Verified by Cass County Assessor's Office

Tax Abatement Percentage Per Year

- Year 1 – 55%
- Year 2 – 57%
- Year 3 – 60%
- Year 4 – 60%
- Year 5 – 65%
- Year 6 – 65%
- Year 7 – 65%
- Year 8 – 65%
- Year 9 – 65%
- Year 10 – 65%

Tax Abatement Benefit – Calculation

- \$130,054 (Estimated New Investment Real Property Tax Liability)
- Year 1 - $\$130,054 \times 55\% = \$71,529$
- Year 2 - $\$130,054 \times 57\% = \$74,130$

- Year 3 - $\$130,054 \times 60\% = \$78,032$
- Year 4 - $\$130,054 \times 60\% = \$78,032$
- Year 5 - $\$130,054 \times 65\% = \$84,535$
- Year 6 - $\$130,054 \times 65\% = \$84,535$
- Year 7 - $\$130,054 \times 65\% = \$84,535$
- Year 8 - $\$130,054 \times 65\% = \$84,535$
- Year 9 - $\$130,054 \times 65\% = \$84,535$
- Year 10 - $\$130,054 \times 65\% = \$84,535$

Total Tax Abatement Benefit Estimate \$808,933

Estimated New Real Property Tax Revenue – Total & School District

- Year 1 - $\$130,054 - \$71,529 = \$58,525 \times 75.5\% = \$44,186$ (School District)
- Year 2 - $\$130,054 - \$74,130 = \$55,924 \times 75.5\% = \$42,222$ (School District)
- Year 3 - $\$130,054 - \$78,032 = \$52,022 \times 75.5\% = \$39,276$ (School District)
- Year 4 - $\$130,054 - \$78,032 = \$52,022 \times 75.5\% = \$39,276$ (School District)
- Year 5 - $\$130,054 - \$84,535 = \$45,519 \times 75.5\% = \$34,366$ (School District)
- Year 6 - $\$130,054 - \$84,535 = \$45,519 \times 75.5\% = \$34,366$ (School District)
- Year 7 - $\$130,054 - \$84,535 = \$45,519 \times 75.5\% = \$34,366$ (School District)
- Year 8 - $\$130,054 - \$84,535 = \$45,519 \times 75.5\% = \$34,366$ (School District)
- Year 9 - $\$130,054 - \$84,535 = \$45,519 \times 75.5\% = \$34,366$ (School District)
- Year 10 - $\$130,054 - \$84,535 = \$45,519 \times 75.5\% = \$34,366$ (School District)
- **Total New Property Tax Revenue – School District - Estimate $\$491,607 \times 75.5\% = \$371,163$ (School District)**

Estimated New Personal Property Tax Revenue – with Depreciation Calculated and provided by Cass County Assessor's Office

Year 1 - \$21,690
 Year 2 - \$17,040
 Year 3 - \$13,389
 Year 4 - \$10,415
 Year 5 - \$7,439
 Year 6 - \$4,464
 Year 7 and subsequent years - \$2,429

Estimated New Payroll (Calculated by Missouri Department of Economic Development)

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
New Jobs	9	14	18	24	29	35
Average						
Wage	\$36,794	\$37,898	\$39,035	\$40,206	\$41,412	\$42,654
New Payroll	\$331,146	\$530,569	\$702,626	\$964,939	\$1,200,947	\$1,492,902

STAFF REPORT

TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: December 14, 2023
SUBJECT: Resolution for iFIL EEZ request

Type of Item: *Approval*

C. Action Item (ID # 4723)

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING REAL PROPERTY TAX ABATEMENT ON BEHALF OF DONALDSON COMPANY, INC. (iFIL USA, LLC – Harrisonville Facility)

Attachments:

BOA - Resolution - EEZ Tax Abatement Rate Term - iFIL (Donaldson Co.) - 12-18-23
(DOCX)

Council Bill No.

Resolution No.

**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF
HARRISONVILLE AUTHORIZING REAL PROPERTY TAX ABATEMENT ON
BEHALF OF DONALDSON COMPANY, INC.
(iFIL USA, LLC – Harrisonville Facility)**

WHEREAS, on December 14, 2010, the Board of Aldermen held a Public Hearing for establishing an Enhanced Enterprise Zone and establishing a Real Property Tax Abatement Rate; and

WHEREAS, on December 14, 2010, the Board of Aldermen identified eligible industries to receive Real Property Tax Abatement through the Enhanced Enterprise Zone Program, based on the North American Industrial Classification Codes (NAICS); and

WHEREAS, on December 14, 2010, the Board of Aldermen adopted a Tiered Tax Abatement Rate Schedule; and

WHEREAS, on February 3, 2011, the Missouri Department of Economic Development designated the Harrisonville Enhanced Enterprise Zone; and

WHEREAS, Sections, 135.950 to 135.973, RSMo, provides a means and an opportunity for the City of Harrisonville to cooperate with the State of Missouri to relieve economic distress and attract new jobs and new capital investment to the area; and

WHEREAS, the Board of Aldermen and the Enhanced Enterprise Zone Board of the City of Harrisonville support this type of incentive to encourage businesses to locate and expand in the Enhanced Enterprise Zone; and

WHEREAS, the Enhanced Enterprise Zone Tax Abatement Rate is calculated on the Total New Capital Investment, to include real property investment and personal property investment and additional Tax Abatement Rate may be received, with additional new capital investment or additional new full-time jobs; and

WHEREAS, the Enhanced Enterprise Zone Tax Abatement benefit applies only to new real property tax and does not apply to personal property tax; and

WHEREAS, an existing industrial company/employer is requesting consideration to receive Enhanced Enterprise Zone Tax Abatement for new capital investment and new full-time job creation; and

WHEREAS, the Harrisonville Enhanced Enterprise Zone Board recommended approval of the requested Tax Abatement on November 9, 2023, to the Board of Aldermen for this existing company/employer; and

WHEREAS, a Public Hearing was held on December 18, 2023, by the Board of Aldermen, for consideration of the Tax Abatement request.

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

Section 1: The Board of Aldermen authorizes Real Property Tax Abatement on the eligible new capital investment made in the Harrisonville facility, accompanied by new full-time jobs created.

Section 2: The authorized Real Property Tax Abatement Rate shall be as follows: (calculated from the proposed expansion project new capital investment and new full-time jobs and applied to the Tiered Tax Abatement Rate Schedule)

Year 1 – 55%

Year 2 – 57%

Year 3 – 60%

Year 4 - 60%

Year 5 - 65%

Years 6-10 – 65%

Section 3: The Real Property Tax Abatement term is 10 years.

Section 4: The political subdivisions to which this Real Property Tax Abatement shall apply, unless Statutorily prohibited, are:

Missouri Blind Pension Fund

Cass County Public Library

Cass County Sheltered Workshop Association

Cass Regional Medical Center

Cass County Road & Bridge

Harrisonville Cass R-IX School District

Cass County

City of Harrisonville, Missouri

Section 5: The Enhanced Enterprise Zone is a discretionary program, failure of a recipient of program benefits, to maintain the minimum project criteria, for which program benefits were approved, throughout the Tax Abatement Period, may result in a reduction of the percentage of approved Tax Abatement Rate.

Section 6: Effective Date - This resolution shall become effective 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 18TH DAY OF DECEMBER 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 18th day of December 2023.

STAFF REPORT

TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: December 15, 2023
SUBJECT: Resolution for new Pole Attachment Agreement

Type of Item: *Approval*

D. Action Item (ID # 4724)

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE
APPROVING A NEW JOINT USE POLE ATTACHMENT AGREEMENT

Attachments:

Staff Report Amended Pole Attachment Agreement (DOCX)

Pole Attachment Agreement Updated December 2023 (PDF)

Harrisonville Joint Use Pole Attachment Agreement (2023) (DOCX)



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

To: Mayor & Board of Aldermen

From: Jeremy Smith, Director of Administrative Services

Date: December 18, 2023

Re: Proposed amendment to the City of Harrisonville's Pole Attachment Agreement.

GENERAL INFORMATION

Applicant:

Requested Actions: Approval of Resolution

Purpose:

Property Location:

PROPOSAL

The attached resolution seeks to amend the City's Utility Pole Attachment Agreement.

The City's current pole attachment agreement has not been ratified by the Board of Aldermen since 2016 and not been signed by the various attaching entities since 2009. Since that time, the rate the City has used is \$9.50.

Since there is currently so much interest in attaching to our pole assets, staff have had the agreement reviewed by Healy Law office, who was recommended by the Missouri Public Utility Alliance (MPUA).

The new rate of \$11.83 was also calculated based on parameters and givens that were provided to us. This represents an increase per attachment for each entity.

PREVIOUS ACTIONS

The City has not amended its pole attachment agreement since 2016, and the various attaching entities that operate within our community have not signed it since 2009.

KEY ISSUES

The rate will change from \$9.50 to \$11.83.

STAFF COMMENTS AND SUGGESTIONS

STAFF RECOMMENDATION

City Staff request approval of this resolution.

ATTACHMENTS

Resolution
Amended Pole Attachment Agreement

Staff Contacts:

Jeremy Smith, Director of Administrative Services – (816) 380-8904

Patty Hilderbrand, Director of Public Works – (816) 380-8965

Brent Stockstill, Electric Department Supervisor – (816) 380-8968

City of Harrisonville Model Pole Attachment License Agreement

This Pole Attachment License Agreement (the “Agreement”) dated _____, 20____ (“Effective Date”) is made by and between City of Harrisonville, a municipal corporation duly created, organized, and existing under and by virtue of the laws of the State Missouri, and _____ (“Licensee”).

Recitals

Utility is a municipal utility performing the essential public service of distributing electric power; and Utility is responsible for safeguarding the integrity of its electric system, obtaining fair compensation for the use of its infrastructure through collection of fees and other charges, ensuring compliance with all applicable federal, state and local laws, rules and regulations, ordinances and standards and policies, and permitting fair and reasonable access to available capacity on Utility’s infrastructure; and

Licensee proposes to install and maintain Communications Facilities and associated equipment, Licensee’s Attachments, on Utility’s Poles to provide Communications Services; and

Utility is willing, when it may lawfully do so, to issue one or more Permits authorizing the placement or installation of Licensee’s Attachments on Utility’s Poles, provided that Utility may refuse, on a nondiscriminatory basis, to issue a Permit where there is insufficient capacity or for reasons relating to safety, reliability, generally applicable engineering purposes, and/or any other Applicable Standard; and

The parties intend that this Agreement shall replace and supersede all previous pole attachment and or infrastructure use agreements between the parties upon the Effective Date of this Agreement;

Therefore, in consideration of the mutual covenants, terms and conditions set out below the parties agree as follows:

Article 1. Definitions

For the purposes of this Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given below, unless more specifically defined within a specific Article or Paragraph of this Agreement. When not inconsistent with the context, words used in the present tense include the future and past tense, and words in the singular number include the plural number. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

1.1 Affiliate: when used in relation to Licensee, means another entity that owns or controls, is

owned or controlled by, or is under common ownership or control with Licensee.

- 1.2 **Applicable Standards:** means all applicable engineering and safety standards governing the installation, maintenance, and operation of facilities and the performance of all work in or around electric Utility Facilities and includes the most current versions of National Electric Safety Code (“NESC”), the National Electrical Code (“NEC”), and the regulations of the Occupational Safety and Health Administration (“OSHA”), each of which is incorporated by reference in this Agreement, and/or other reasonable safety and engineering requirements of Utility or other federal, state, or local authority with jurisdiction over Utility Facilities.
- 1.3 **Attaching Entity:** means any public or private entity, including Licensee, that, pursuant to a license agreement with Utility, places an Attachment on Utility’s Pole(s).
- 1.4 **Attachment(s):** means Licensee’s Communications Facilities that are placed directly on Utility’s Poles, are Overlashed onto an existing Attachment, but does not include either a Riser or a Service Drop attached to a single Pole where Licensee has an existing Attachment on such Pole.
- 1.5 **Capacity:** means the ability of a Pole or Conduit System segment to accommodate an additional Attachment based on Applicable Standards, including space and loading considerations.
- 1.6 **Climbing Space:** means that portion of a Pole’s surface and surrounding space that is free from encumbrances to enable Utility employees and contractors to safely climb, access, and work on Utility Facilities and equipment.
- 1.7 **Communications Facilities:** means wireline facilities, including but not limited to, fiber optic, copper, and/or coaxial cables, all associated equipment, utilized to provide Communications Service, but excluding wireless attachments affixed to or contained in any unit of Utility’s infrastructure.
- 1.8 **Communications Service:** means the transmission or receipt of voice, video, data, broadband Internet, or other forms of digital or analog signals over Communications Facilities.
- 1.9 **Correct:** means to perform work to bring an Attachment into compliance with Applicable Standards.
- 1.10 **Emergency:** means a situation exists which, in the reasonable discretion of Licensee or Utility, if not remedied immediately, poses an imminent threat to public to public health, life, or safety, damage to property or a service outage.
- 1.11 **Equipment Attachment:** means each power supply, amplifier, pedestal, appliance or other single device or piece of equipment but excluding wireless attachments affixed to any Utility Pole or Utility Facilities.
- 1.12 **Licensee:** means _____, its authorized successors and assignees.

- 1.13 **Make-Ready or Make-Ready Work**: means all work that Utility reasonably determines to be required to accommodate Licensee's Communications Facilities and/or to comply with all Applicable Standards. Such work includes, but is not limited to, rearrangement and/or transfer of Utility Facilities or existing Attachments, inspections, engineering work, permitting work pole replacement and construction, but does not include Licensee's routine maintenance.
- 1.14 **Occupancy**: means the use or reservation of space for Attachments on a Utility Pole or portion of Utility's Conduit System.
- 1.15 **Overlash**: means to place an additional wire or cable Communications Facility onto an existing attached Communications Facility.
- 1.16 **Pedestals/Vaults/Enclosures**: means above- or below-ground housings that are not attached to Utility Poles but are used to enclose a cable/wire splice, power supplies, amplifiers, passive devices, and/or to provide a service connection point.
- 1.17 **Permit**: means written or electronic authorization by Utility for Licensee to make or maintain Attachments to specific Utility Poles pursuant to the requirements of this Agreement. Licensee's Attachments made prior to the Effective Date and authorized by Utility ("Existing Attachments") shall be deemed Permitted Attachments hereunder.
- 1.18 **Pole**: means a pole owned or controlled by Utility that is used for the distribution of electricity and/or Communications Service and is capable of supporting Attachments for Communications Facilities.
- 1.19 **Post-Construction Inspection**: means the inspection by Utility or Licensee or some combination of both to verify that the Attachments have been made in accordance with Applicable Standards and the Permit.
- 1.20 **Pre-Construction Survey**: means all work or operations required by Applicable Standards and/or Utility to determine the Make-Ready Work necessary to accommodate Licensee's Communications Facilities on a Pole. Such work includes, but is not limited to, field inspection and administrative processing.
- 1.21 **Reserved Capacity**: means capacity or space on a Pole that Utility has identified and reserved for its own future utility requirements at the time of the Permit grant, including the installation of communications circuits for operation of Utility's electric system.
- 1.22 **Riser**: means metallic or plastic encasement materials placed vertically on the Pole to guide and protect wires and cables.
- 1.23 **Tag**: means to place distinct markers on wires and cables, coded by color or other means

specified by Utility and/or applicable federal, state or local regulations, that will readily identify the type of Attachment (*e.g.*, cable TV, telephone, high-speed broadband data, public safety) and its owner.

- 1.24 **Unauthorized Attachment:** means any Attachment placed on Utility's Pole(s) without such authorization as is required by this Agreement, provided the Licensee's previously authorized Attachments made pursuant to a prior agreement between the parties shall not be considered Unauthorized Attachments.
- 1.25 **Utility Facilities:** means all personal property and real property owned or controlled by Utility, including Poles, Conduit System, and related facilities.
- 1.26 **Utility:** means City of Harrisonville Electric Department

Article 2. **Scope of Agreement**

- 2.1 **Grant of License.** Subject to the provisions of this Agreement, Utility grants Licensee a revocable, nonexclusive license authorizing Licensee to install and maintain Attachments to Utility's Poles.
- 2.2 Unless otherwise agreed this Agreement does not authorize the use of Utility transmission structures (other than those with distribution underbuild).
- 2.3 **No Wireless Attachments.** This Agreement does not contemplate or authorize the attachment of wireless attachments to Utility's Poles, and such use will only be allowed pursuant to a separately negotiated wireless pole attachment agreement or rider hereto.
- 2.4 **Parties Bound by Agreement.** Licensee and Utility agree to be bound by all provisions of this Agreement.
- 2.5 **Permit Issuance Conditions.** Utility will issue one or more Permit(s) to Licensee only when Utility determines, in its sole judgment, exercised reasonably, that (i) it has sufficient Capacity to accommodate the requested Attachment(s), (ii) Licensee meets all requirements set forth in this Agreement, and (iii) such Permit(s) comply with all Applicable Standards.
- 2.6 **Reserved Capacity.** Access to space on Utility Poles will be made available to Licensee with the understanding that certain Poles may be subject to Reserve Capacity for future electric service use. At the time of Permit issuance, Utility shall notify Licensee if capacity on particular poles is being reserved for reasonably foreseeable future electric use. For Attachments made with notice of such a Reservation of Capacity, on giving Licensee at least sixty (60) calendar days prior notice, Utility may reclaim such Reserved Capacity at any time following the installation of Licensee's Attachment if required for Utility's future utility service. If reclaimed for Utility's use, Utility may at such time also install associated facilities, including the attachment of communications lines for internal Utility operational or governmental communications requirements. Utility shall give Licensee the option to remove its Attachment(s) from the affected Pole(s) or to pay for the cost of any Make-Ready Work needed to expand Capacity

for core utility service requirements, so that Licensee can maintain its Attachment on the affected Pole(s). The allocation of the cost of any such Make-Ready Work (including the transfer, rearrangement, or relocation of third-party Attachments) shall be determined in accordance with Article 9. Licensee shall not be required to bear any of the costs or rearranging or replacing its Attachment(s), if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any other entity.

- 2.7 **No Interest in Property.** No use, however lengthy, of any Utility Facilities, and no payment of any fees or charges required under this Agreement, shall create or vest in Licensee any easement or other ownership or property right of any nature in any portion of such Facilities. Neither this Agreement, nor any Permit granted under this Agreement, shall constitute an assignment of any of Utility's rights to Utility Facilities. Notwithstanding anything in this Agreement to the contrary, Licensee shall, at all times, be and remain a Licensee only.
- 2.8 **Licensee's Right to Attach.** Nothing in this Agreement, other than a Permit issued pursuant to Article 6, shall be construed as granting Licensee any right to attach Licensee's Communications Facilities to any specific Pole.
- 2.9 **Utility's Rights over Poles.** The parties agree that this Agreement does not in any way limit Utility's right to locate, operate, maintain, or remove its Poles in the manner that will best enable it to fulfill its service requirements or to comply with any federal, state, or local legal requirement.
- 2.10 **Expansion of Capacity.** Utility will take reasonable steps to expand Pole Capacity when necessary to accommodate Licensee's request for Attachment. Notwithstanding the foregoing sentence, nothing in this Agreement shall be construed to require Utility to install, retain, extend, or maintain any Pole for use when such Pole is not needed for Utility's own service requirements.
- 2.11 **Other Agreements.** Except as expressly provided in this Agreement, nothing in this Agreement shall limit, restrict, or prohibit Utility from fulfilling any agreement or arrangement regarding its Poles into which Utility has previously entered, or may enter in the future, with others not party to this Agreement.
- 2.12 **Permitted Uses.** This Agreement is limited to the uses specifically stated in the recitals set forth above and no other use shall be allowed without Utility's express written consent to such use. Nothing in this Agreement shall be construed to require Utility to allow Licensee to use Utility's Poles after the termination of this Agreement.
- 2.13 **Overlapping.** The following provisions apply to Overlapping:
- 2.13.1 Licensee shall obtain a Permit for each Overlapping, in accordance with the requirements of Article 6. Absent such authorization, Overlapping constitutes an

Unauthorized Attachment under Article 21.

2.13.2 Authorized Overlapping to accommodate Attachments of Licensee or its Affiliate(s) shall not increase the Annual Attachment Fee paid by Licensee pursuant to Appendix A, Item 1. Licensee or Licensee's Affiliate shall, however, be responsible for all Make-Ready Work and other charges associated with the Overlapping. Licensee shall not have to pay a separate Annual Attachment Fee for such Overlashed Attachment.

2.13.3 At Licensee's request, Utility may allow Overlapping to accommodate facilities of a third party, not affiliated with Licensee. In such circumstances, the third party must enter into a License Agreement with Utility, obtain Permit(s), and pay a separate Attachment Fee (Appendix A, Item 1) as well as the costs of all necessary Make-Ready Work required to accommodate the Overlapping. Utility shall not grant such Permit(s) to third parties allowing Overlapping of Licensee's Communications Facilities without Licensee's consent. Authorized Overlapping shall not increase the fees and charges paid by Licensee pursuant to Appendix A, Item 1. Nothing in this Agreement shall prevent Licensee from seeking a contribution from an Overlapping third party to defray fees and charges paid by Licensee.

2.13.4 Make-Ready Work procedures set forth in Article 7 shall apply, as necessary, to all Overlapping.

2.14 **Enclosures.** Licensee shall not place Pedestals, Vaults, and/or other Enclosures on or within four (4) feet of any Pole or other Utility Facilities without Utility's prior written permission. If permission is granted, all such installations shall be per the Applicable Standards. Such permission shall not be unreasonably withheld. Further, Licensee agrees to move any such above-ground enclosures in order to provide sufficient space for Utility to set a replacement Pole.

Article 3. Fees and Charges

3.1 **Payment of Fees and Charges.** Licensee shall pay to Utility the fees and charges specified in Appendix A and shall comply with the terms and conditions specified in this Agreement.

3.2 **Payment Period.** Unless otherwise expressly provided, Licensee shall pay any invoice it receives from Utility pursuant to this Agreement within thirty (30) calendar days of receipt of invoice.

3.3 **Application Fee.** Licensee shall be charged a non-refundable Application Fee for each Pole for which it seeks to make an Attachment. The current Application Fee is Nine dollars and fifty cents (\$11.83) per pole.

Utility reserves the right to adjust the Application Fee from time to time to cover actual and documented costs incurred in processing Applications. Failure to include Application Fees will cause the Application(s) to be deemed incomplete, and Utility will not process such Application(s) until the Application Fees are paid. Utility will make timely and reasonable

efforts to contact Licensee should its Application Fee not be received.

- 3.4 Pole Attachment Fee.** Licensee shall be charged an Annual Pole Attachment fee (“Pole Fee”) per wireline Attachment, per year, as set out in Appendix A.

3.4.1 The Annual Pole Attachment Fee shall be calculated annually, on a per Attachment basis in accordance with Missouri Revised Statutes Section 67.5104.

- 3.5 Billing of Attachment Fee.** Utility shall invoice Licensee for the per-pole Attachment Fee annually. Utility will submit to Licensee an invoice for the annual rental period not later than January 31st of each year. The initial annual rental period shall commence upon the Effective Date of this Agreement and conclude on December 31st of the next year, and each subsequent annual rental period shall commence on the following January 1st and conclude on December 31st of the subsequent year. The invoice shall set forth the total number of Utility’s Poles on which Licensee was issued Permit(s) for Attachments during such annual rental period, including any previously authorized and valid Permits.

3.5.1 Contesting Fee. Licensee shall have one hundred eighty (180) days from receipt of invoice to contest the number of Attachments. Failure to contest or otherwise dispute the invoice within one hundred eighty (180) days of receipt shall be deemed to be acceptance by the Licensee.

- 3.6 Refunds.** No fees and charges specified in Appendix A shall be refunded on account of any surrender of a Permit granted under this Agreement.

- 3.7 Late Charge.** If Utility does not receive payment for any fee or other amount owed within thirty 30 calendar days after it becomes due, Licensee shall pay interest of Utility at the rate of 18 % per year or (1.5 % per month), or the maximum interest allowed by law, whichever is greater, on the amount due. In addition to assessing interest on any unpaid fees or charges, if any fees or charges remain unpaid for a period exceeding ninety (90) days Utility may, at its option, discontinue the processing of applications for new Attachments until such fees or charges are paid.

- 3.8 Charges and Expenses.** Licensee shall reimburse Utility and any other Attaching Entity for those actual, and documented costs for facilitating Licensee’s Attachments or for which Licensee is otherwise responsible under this Agreement.

3.8.1 Such costs and reimbursements shall include, but not necessarily be limited to, all design, engineering, administration, supervision, payments, labor, overhead, materials, equipment and applicable transportation used for work on, or in relation to License’s Attachments as set out in this Agreement or as requested by Licensee in writing.

- 3.9 **Advance Payment.** Utility in its sole discretion will determine the extent to which Licensee will be required to pay in advance estimated costs, including, but not limited to, administrative, construction, inspections, and Make-Ready Work costs, in connection with the initial installation or rearrangement of Licensee's Attachments pursuant to the procedures set forth in Articles 6 and 7 below.
- 3.10 **True-Up.** Whenever Utility, in its discretion, requires advance payment of estimated expenses prior to undertaking an activity on behalf of Licensee and the actual cost of the activity exceeds the advance payment of estimated expenses, Licensee agrees to pay Utility for the difference in cost, provided that Utility documents such costs with sufficient detail to enable Licensee to verify the charges. To the extent that Utility's actual cost of the activity is less than the estimated cost, Utility shall refund to Licensee the difference in cost.
- 3.11 **Determination of Charges.** Wherever this Agreement requires Licensee to pay for work done or contracted by Utility, the charge for such work shall include all reasonable material, labor, engineering, administrative, and applicable overhead costs. Utility shall bill its services based upon actual costs, and such costs will be determined in accordance with Utility's cost accounting systems used for recording capital and expense activities. All such invoices shall include an itemization of dates of work, location of work, labor costs per hour, persons employed, and costs of materials used. Labor costs shall be the greater of the fully loaded costs of municipal labor or the current "union scale" for comparable work in the region. Consistent with Article 19, if Licensee was required to perform work and fails to perform such work within the specified timeframe, and Utility performs such work, Utility may charge Licensee an additional twenty-five percent (25%) of its actual and documented costs for completing such work.
- 3.12 **Work Performed by Utility.** Wherever this Agreement requires Utility to perform any work, Utility, at its sole discretion, may utilize its employees or contractors, or any combination of the two, to perform such work.
- 3.13 **Charges for Incomplete Work.** In the event that an Application is submitted by Licensee and then steps are taken by Utility to carry out the review of the Application by performing necessary engineering and administrative work and the Application is subsequently canceled, Licensee shall reimburse Utility for all of the actual and documented costs incurred by Utility through the date of cancellation, including engineering, clerical and administrative and Make-Ready construction costs.

Article 4. **Specifications**

- 4.1 **Installation** When a Permit is issued pursuant to this Agreement, Licensee's Communications Facilities shall be installed and maintained in accordance with the requirements and specifications of Utility and must comply with all Applicable Standards. Licensee shall be responsible for the installation and maintenance of its Communications Facilities.

- 4.2 **Maintenance of Facilities.** Licensee shall, at its own expense, make and maintain its Attachment(s) in safe condition and good repair, in accordance with all Applicable Standards. Notwithstanding anything in this Agreement to the contrary, Licensee shall not be required to update or upgrade its Attachments if they met Applicable Standards at the time they were made, unless such updates or upgrades are required by any revised Applicable Standards.
- 4.3 **NJUNS.** Licensee shall become a participating member of the National Joint Utility Notification System (“NJUNS”) or other similar notification system(s) identified and utilized by Utility to facilitate required notices, including, but not limited to, any need to rearrange or transfer Licensee’s Attachments. Utility will determine the extent to which notifications via NJUNS or other similar notification system will be utilized for Pole Attachments, transfers, rearrangements, Pole Attachment abandonment and removal, as well as the extent to which such use will satisfy the notification requirements of this Agreement, and provide notice thereof to Licensee. To the extent that Utility determines to use NJUNS, Licensee and Utility agree to perform their respective tasks set forth in NJUNS tickets in a commercially reasonable and timely manner, and in accordance with the timeframes specified in this Agreement.
- 4.4 **Tagging.** Licensee shall Tag all of its Communications Facilities as specified in Appendix D and/or applicable federal, state, and local regulations upon installation of such Facilities. Within one year of the execution of this Agreement, Licensee shall also tag any untagged Communications Facilities that were on Utility Poles on the Effective Date of this Agreement. Failure to provide proper tagging will be considered a violation of the Applicable Standards.
- 4.5 **Interference.** Licensee shall not allow its Communications Facilities to impair the ability of Utility or any third party to use Utility’s Poles, nor shall Licensee allow its Communications Facilities to interfere with the operation of any Utility Facilities or third-party facilities.
- 4.6 **Protective Equipment.** Licensee and its employees and contractors shall utilize and install adequate protective equipment to ensure the safety of people and facilities. Licensee shall, at its own expense, install protective devices designed to handle the electric voltage and current carried by Utility’s facilities in the event of a contact with such facilities. Except as provided in Paragraph 16.1, Utility shall not be liable for any actual or consequential damages to Licensee’s Communications Facilities, Licensee’s customers’ facilities, or to any of Licensee’s employees, contractors, customers, or other persons.
- 4.7 **Violation of Specifications.** If Licensee’s Attachments, or any part of them, are installed, used, or maintained in violation of this Agreement, and Licensee has not corrected the violation(s) within thirty (30) days from receipt of written notice of the violation(s) from Utility, the provisions of Article 19 shall apply. When Utility believes, however, that such violation(s) pose an imminent threat to the safety of any person, interfere with the performance of Utility’s service obligations, or present an imminent threat to the physical integrity of Utility Poles or facilities, Utility may perform such work and/or take such action as it deems necessary without first giving written

notice to Licensee. As soon as practicable afterward, Utility will advise Licensee of the work performed or the action taken. Licensee shall be responsible for all actual and documented costs incurred by Utility in taking action pursuant to this Article 4.7. Licensee shall indemnify Utility for any such work.

- 4.8 Restoration of Utility Service.** Utility's service restoration requirements shall take precedence over any and all work operations of Licensee on Utility's Poles or within Utility's Conduit System.
- 4.9 Effect of Failure to Exercise Access Rights.** If Licensee does not exercise any access right granted pursuant to this Agreement and/or applicable Permit(s) within ninety (90) calendar days of the effective date of such right and any extension to such Permit(s), Utility may, but shall have no obligation to, use the space scheduled for Licensee's Attachment(s) for its own needs or make the space available to other Attaching Entities. In such instances, Utility shall endeavor to make other space available to Licensee, upon written application under Article 6, as soon as reasonably possible and subject to all requirements of this Agreement, including the Make-Ready Work provisions. If Utility uses the space for its own needs or makes it available to other parties, then from the date that Utility or a third party begins to use such space, Licensee may obtain a refund on the portion of any Attachment Fees that it has paid in advance for that space. For purposes of this paragraph, Licensee's access rights shall not be deemed effective until any necessary Make-Ready Work has been performed.
- 4.10 Removal of Nonfunctional Attachments.** At its sole expense, Licensee shall remove any of its Attachments or any part thereof that becomes nonfunctional and no longer fit for service ("Nonfunctional Attachment") as provided in this Paragraph 4.10. A Nonfunctional Attachment that Licensee has failed to remove as required in this paragraph shall constitute an Unauthorized Attachment and is subject to the Unauthorized Attachment fee specified in Appendix A. Except as otherwise provided in this Agreement, Licensee shall remove Nonfunctional Attachments within one (1) year of the Attachment becoming nonfunctional, unless Licensee receives written notice from Utility that removal is necessary to accommodate Utility's or another Attaching Entity's use of the affected Pole(s) in which case Licensee shall remove the Nonfunctional Attachment within sixty (60) days of receiving the notice. Licensee shall give Utility notice of any Nonfunctional Attachments as provided in Article 15.

Article 5. Private and Regulatory Compliance

- 5.1 Necessary Authorizations.** Before Licensee occupies any of Utility's Poles Licensee shall obtain from the appropriate public or private authority, or from any property owner or other appropriate person, any required authorization to construct, operate, or maintain its Communications Facilities on public or private property. Utility retains the right to require evidence that appropriate authorization has been obtained before any Permit is issued to Licensee. Licensee's obligations under this Article 5 include, but are not limited to, its

obligation to obtain and pay for all necessary approvals to occupy public/private rights-of-way and easements and all necessary licenses and authorizations to provide the services that it provides over its Communications Facilities. Licensee shall defend, indemnify, and reimburse Utility for all losses, costs, and expenses, including reasonable attorney's fees, that Utility may incur as a result of claims by governmental bodies, owners of private property, or other persons, that Licensee does not have sufficient rights or authority to attach Licensee's Communications Facilities on Utility's Poles to provide particular services.

- 5.2 **Lawful Purpose and Use.** Licensee's Communications Facilities must at all times serve a lawful purpose, and the use of such Facilities must comply with all applicable federal, state and local laws.
- 5.3 **Forfeiture of Utility's Rights.** No Permit granted under this Agreement shall extend, or be deemed to extend, to any of Utility's Poles, to the extent that Licensee's Attachment would result in a forfeiture of Utility's rights. Any Permit that would result in forfeiture of Utility's rights shall be deemed invalid as of the date that Utility granted it. Further, if any of Licensee's existing Communications Facilities, whether installed pursuant to a valid Permit or not, would cause such forfeiture, Licensee shall promptly remove its Facilities upon receipt of written notice from Utility. If Licensee does not remove its Communications Facilities in question within thirty (30) days of receiving written notice from Utility, Utility may at its option perform such removal at Licensee's expense. Notwithstanding the forgoing, Licensee shall have the right to contest any such forfeiture before any of its rights are terminated, provided that Licensee shall indemnify Utility for liability, costs, and expenses, including reasonable attorney's fees, that may accrue during Licensee's challenge.
- 5.4 **Effect of Consent to Construction/Maintenance.** Consent by Utility to the construction or maintenance of any Attachments by Licensee shall not be deemed consent, authorization, or acknowledgment that Licensee has obtained all required Authorizations with respect to such Attachment.

Article 6. Permit Application Procedures

- 6.1 **Permit Required.** Before making any Attachments (excluding Service Drops and Riser Attachments where there is an existing licensed Pole Attachment) to any Poles, Licensee shall submit an Application and receive a Permit therefor, with respect to each Pole.
- 6.1.1 Overlashing is subject to a streamlined Permit process. As part of an Application of overlashing Licensee shall conduct a loading analysis. Utility shall review the Application and identify any necessary make-ready to accommodate the overlashing. Utility shall review Applications for routine overlashing installations as promptly as is reasonable, with a goal of providing a response during normal circumstances within fifteen (15) days of receipt.

- 6.1.2 Licensee shall not install any new overlash until it receives a Permit. Licensee shall be responsible for the costs of all make-ready necessary to accommodate the overlash.
 - 6.1.3 It is Licensee's responsibility to verify that the Pole and strand to which it proposes to overlash meets all Applicable Standards before overlashing.
 - 6.1.4 Licensee shall notify Utility of an overlash within thirty (30) days of installation
 - 6.1.5 Any overlash attachment that Utility discovers more than thirty (30) days after installation will be considered an Unauthorized Attachment subject to provisions of Article 21.
- 6.2 Licensee may attach a Service Drop, without Application, from one Pole with an existing authorized Attachment to connect directly to Licensee's customer's building, premise, or location, and attached to no more than one additional Pole where the additional Pole does not support voltage greater than 600V.
- 6.2.1 It is Licensee's responsibility to verify that the Pole on which it proposes to make a Service Drop meets all Applicable Standards before attaching the Service Drop. If existing standards issues are identified it is the responsibility of the Licensee to notify Utility of the issue. Licensee shall not be allowed to attach the Service Drop until the standards issue is resolved.
 - 6.2.2 If it is determined by Utility that Licensee has attached a Service Drop on a Pole with a pre-existing violation of Applicable Standards, Licensee shall be required to bring the Service Drop into compliance with Applicable Standards to the extent that it is Licensee's existing Attachment that is non-compliant. Subject to the provisions of Article 19, Utility will provide written notice to Licensee and Licensee will have thirty (30) days from receipt of such notice to correct the existing standards issue, otherwise the provisions of Article 19 shall apply. If the Attachment that is non-compliant belongs to another Attaching Entity, then Licensee shall coordinate with Utility and the other Attaching Entity concerning any necessary rearrangement of Licensee's Service Drop in conjunction with the Correction of the non-compliant Attachment.
 - 6.2.3 Licensee shall notify Utility of a Service Drop within thirty (30) days of installation. Any Service Drop that Utility discovers more than thirty (30) days after installation will be considered an Unauthorized Attachment subject to the provisions of Article 21.
- 6.3 **Pre-Existing Attachments.** Unless updates or upgrades are required by Applicable Standards, or unless Utility notifies Licensee to the contrary, Licensee shall not be required to obtain Permits for Attachment(s) existing as of the effective date of this Agreement. Such grandfathered Attachments shall, however, be subject to the Attachment Fees specified in Appendix A. Licensee shall provide Utility a list of all such pre-existing Attachments within six (6) months of the Effective Date

of this Agreement.

- 6.4 Professional Certification.** Unless otherwise waived in writing by Utility, as part of the Permit application process and at Licensee's sole expense, a qualified and experienced professional engineer, or an employee or contractor of Licensee who has been approved by Utility, must participate in the Pre-Construction Survey, conduct the Post-Construction Inspection, and certify that Licensee's Communications Facilities can be and were installed on the identified Poles in compliance with the Applicable Standards and in accordance with the Permit. The professional engineer's qualifications must include experience performing such work, or substantially similar work, on electric transmission or distribution systems. The Utility may require the Licensee's professional engineer to conduct a post-construction inspection that the Utility will verify by means that it deems to be reasonable.
- 6.5 Submission and Review of Permit Application.** Licensee shall submit a properly executed Pole Attachment Permit Application, which shall at Utility's option, include a Pre-Construction Survey and detailed plans for the proposed Attachments, including a description of any necessary Make-Ready Work to accommodate the Attachments, certified by a licensed professional engineer. Licensee shall use the Utility's Pole Attachment Permit Application form, which form has been provided to Licensee. Utility may amend the Pole Attachment Permit Application form from time to time, provided that any such changes are not inconsistent with the terms of this Agreement, and are applied to all Attaching Entities on a non-discriminatory basis. Utility's acceptance of the submitted design documents does not relieve Licensee of full responsibility for any errors and/or omissions in the engineering analysis. Unless otherwise agreed, under normal circumstances, the Permit Application process shall be as follows:
- 6.5.1 Application With Pre-Construction Survey.** If Licensee's Application includes a Pre-Construction Survey and detailed plans for the proposed Attachments, including a description of any necessary Make-Ready to accommodate the Attachments, certified by a licensed professional engineer, Utility shall review and respond to such properly executed and complete Permit Application for routine installations as promptly as is reasonable, with a goal of providing a response during normal circumstances within thirty (30) days of receipt. Utility may utilize contractors to perform such analysis, the costs of which shall be borne by Licensee.
- 6.5.1.2** For Permit Applications seeking Attachments to 50 or more Poles, the Utility may require additional time to review.

6.5.1.3 Utility's response will either: (i) grant permission to undertake such Make-Ready as described in Licensee's Application and engineering survey (ii) grant permission to undertake such Make-Ready as Utility reasonably determines is required; or (iii) provide a written explanation as to why the Application is being denied, in whole or in part, for reasons of safety, reliability or insufficient capacity that cannot be resolved consistent with Applicable Standards, including City and County zoning and construction ordinances.

6.5.2 Application With Pre-Construction Survey. If Licensee's Application does not include a Pre-Construction Survey (including a description of necessary Make-Ready), Utility or its contractor shall review the Application and perform a Pre-Construction Survey, and, if the Attachment can be accommodated consistent with Applicable Standards, prepare a description of any necessary Make-Ready to accommodate the proposed Pole Attachment. Under normal circumstances, Utility will respond to such properly executed and complete Permit Application for routine installations as promptly as is reasonable, with a goal of providing a response within forty-five (45) days of receipt. Utility may utilize contractors to perform such analysis, the costs of which shall be borne by Licensee.

6.5.2.1 For Permit Applications seeking Attachments to 50 or more Poles, the Utility may require additional time to review.

6.5.2.2 Utility's response will either: (i) provide a description of Make-Ready identified by Utility and a cost estimate for the Utility's portion of that Make-Ready; or (ii) provide a written explanation as to why the Application is being denied, in whole or in part, for reasons of safety, reliability or insufficient capacity that cannot be resolved consistent with Applicable Standards, including City and County zoning and construction ordinances.

6.5.3 Response to Estimate. Upon receipt of Utility's response, Licensee shall have fourteen (14) days to approve the estimate of any proposed Make-Ready Work and provide payment in accordance with this Agreement and the specifications of the estimate.

6.6 Permit as Authorization to Attach. Upon completion and inspection of any necessary Make-Ready Work and receipt of payment for such work, Utility will sign and return the Permit Application, which shall serve as authorization for Licensee to make its Attachment(s).

6.7 Notification to Utility. Within thirty (30) days of completing the installation of an Attachment (including Overlash, Riser Attachments, and/or Service Drops) Licensee shall provide written notice to Utility.

Article 7. Make-Ready Work/Installation

- 7.1.1 Estimate for Make-Ready Work.** If Utility determines that it can accommodate Licensee's request for Attachment(s), it will, upon request, advise Licensee of any estimated Make-Ready Work charges necessary to accommodate the Attachment.
- 7.1.2 Who May Perform Make-Ready.** Make-Ready Work in the electric supply space may be performed only by Utility and/or a qualified contractor authorized by Utility to perform such work. Under normal circumstances, Utility will give Licensee the option of either having Utility perform any necessary Make-Ready Work, at Licensee's cost, or allowing Licensee to complete Make-Ready Work through the use of qualified contractors authorized by Utility.
- 7.1.3 Time Frame for Completion of Make-Ready.** If Utility is performing Make-Ready Work it will use good faith efforts to complete routine Make-Ready Work within ninety (90) days of receipt of Licensee's approval of the Make-Ready estimate (and advance payment if required). If there are extenuating circumstances that make the necessary Make-Ready more complicated or time-consuming, including, but not limited to, the Application requesting attachment to more than fifty (50) Poles, or seasonal weather conditions, Utility shall identify those factors in the Make-Ready description and cost estimate and the parties shall agree upon a reasonable timeframe for completion. If Utility does not complete agreed upon Make-Ready work within ninety (90) days, or the agreed-upon timeframe, it will allow Licensee to use a Utility approved qualified contractor to complete such Make-Ready Work and refund any amounts paid by Licensee to Utility for performing such Make-Ready Work that is not completed.
- 7.1.3.1** The above notwithstanding, if Utility has substantially completed the Make-Ready the parties will reasonably determine whether it makes more sense from an operational efficiency perspective to have Utility complete the work rather than have Licensee's authorized qualified contractors do the work.
- 7.1.4 Scheduling of Make-Ready Work.** In performing all Make-Ready Work to accommodate Licensee's Attachments, Utility will endeavor to include such work in its normal work schedule. If Operator requests, and Utility agrees, to perform Make-Ready Work on a priority basis or outside of Utility's normal work hours, Licensee will pay any resulting increased actual and documented costs. Nothing in this Agreement shall be construed to require Utility to perform Licensee's work before other scheduled work or Utility service restoration.
- 7.1.5 Payment for Make-Ready Work.** Upon completion of the Make-Ready Work performed by Utility, Utility shall invoice Licensee for Utility's actual and documented cost of such Make-Ready Work. The costs of the work shall be itemized in accordance with Article 3.8, and if Utility received advance payment, the costs shall be trued up in accordance with Article 3.10. Licensee shall be responsible for entering into an agreement with existing other Attaching Entities to reimburse them for any costs that they incur in rearranging or transferring their facilities to accommodate Licensee's Attachments.
- 7.1.6 Notification of Make Ready Work.** Before starting Make-Ready Work, Utility shall notify all existing Attaching Entities of the date and location of the scheduled work and notify them of the need to rearrange and/or transfer their facilities at Licensee's cost within the specified time period. To the extent that Utility has the legal authority, it shall rearrange and/or transfer existing facilities of such other Attaching Entities that have not been moved in a timely manner. Licensee shall

pay for any such rearrangement or transfer.

7.1.6.1 In instances where Licensee is performing Make-Ready, where an existing Attaching Entity has not relocated or otherwise undertaken work required to complete Make-Ready (such as repairing existing Attachments not in compliance with Applicable Standards) within thirty (30) days of notice by Utility or Licensee to such other Attaching Entity, Licensee is authorized, to the extent that Utility has such authority, and the legal ability to delegate such authority, to relocate or repair the other Attaching Entity's Attachments on behalf of Utility. Licensee shall pay the costs to relocate the other Attaching Entity's Attachments as part of Licensee's Make Ready.

7.2 Operator's Installation/Removal/Maintenance Work.

7.2.1 All of Licensee's installation, removal, and maintenance work, by either Licensee's employees or authorized contractors, shall be performed at Licensee's sole cost and expense, in a good and workmanlike manner, and must not adversely affect the structural integrity of Utility's Poles or other Facilities or other Attaching Entity's facilities or equipment. All such work is subject to the insurance requirements of Article 18.

7.2.2 All of Licensee's installation, removal, and maintenance work, either by its employees or authorized contractors, shall comply with all applicable regulations specified in Paragraph 4.1. Licensee shall assure that any person installing, maintaining, or removing its Communications Facilities is fully qualified and familiar with all Applicable Standards, the provisions of Article 17, and the Minimum Design Specifications contained in Appendix D.

Article 8. Post Installation Inspections.

8.1 Within thirty (30) days of written notice to Utility that the Licensee has completed installation of an Attachment (including Overlash, Riser Attachments, and/or Service Drops), Utility or its contractors may perform a post-installation inspection for each Attachment made to Utility's Poles. If such post-installation inspections are performed, Licensee shall pay the actual and documented costs for the post-installation inspection.

8.2 If Utility elects to not perform any post-installation inspection, such non-inspection shall not be grounds for any liability being imposed on Utility or a waiver of any liability of Licensee.

8.3 If the post-installation inspection reveals that Licensee's facilities have been installed in violation of Applicable Standards or the approved design described in the Application, Utility will notify Licensee in writing and Licensee shall have thirty (30) days from the date of receipt of such notice to correct such violation(s), or such other period as the parties may agree upon in writing, unless such violation creates an Emergency in which case Licensee shall make all reasonable efforts to correct such violation immediately. Utility may perform subsequent post-installation inspections within thirty (30) days of receiving notice that the correction has been made as necessary to ensure Licensee's Attachments have been brought into compliance.

8.4 If Licensee's Attachments remain out of compliance with Applicable Standards or approved

design after any subsequent inspection, consistent with Article 19 Utility will provide notice of the continuing violation and Licensee will have thirty (30) days from receipt of such notice to Correct the violation, otherwise the provisions of Article 19 shall apply.

Article 9. Effect of Failure to Exercise Access Rights.

If Licensee does not exercise any access right granted pursuant an applicable Permit(s) within one hundred twenty (120) calendar days of the effective date of such right (unless such time period is extended), Utility may, but shall have no obligation to, use the space scheduled for Licensee's Attachment(s) for its own needs or make the space available to other Attaching Entities. In such instances, Utility shall endeavor to make other space available to Licensee, upon submission of a new Application under Article 6, as soon as reasonably possible and subject to all requirements of this Agreement, including the Make-Ready Work provisions. For purposes of this Article 9, Licensee's access rights shall not be deemed effective until any necessary Make-Ready Work has been performed and a Permit has been issued.

Article 10. Rearrangements and Transfers

10.1 Required Transfers of Licensee's Communications Facilities.

If Utility reasonably determines that a rearrangement or transfer of Licensee's Attachments is necessary, including as part of Make-Ready to accommodate another Attaching Entity's Attachment, Utility will require Licensee to perform such rearrangement or transfer within thirty (30) days after receiving notice from Utility, including notice via NJUNS or other agreed upon notification system. If Licensee fails to rearrange or transfer its Attachment within thirty (30) days after receiving such notice from Utility, the provisions of Article 19 shall apply, including Utility's right to rearrange or transfer Licensee's Attachments sixty (60) days after Licensee's receipt of original notification of the need to rearrange or transfer its facilities. The actual and documented costs of such rearrangements or transfers shall be apportioned as specified under Article 10.2. Utility shall not be liable for damage to Licensee's facilities except to the extent provided in Article 23.2. In Emergency situations, Utility may rearrange or transfer Licensee's Attachments as it determines to be necessary in its reasonable judgment. In Emergency Situations Utility shall provide such advance notice as is practical, given the urgency of the particular situation. Utility shall then provide written notice of any such actions taken within ten (10) days following the occurrence.

10.1.1 If Licensee fails to rearrange and/or transfer its facilities within the prescribed time period, Utility may delegate its authority to rearrange and/or transfer Licensee's facilities to an authorized Attaching Entity or its authorized contractors. In such case another Attaching Entity may rearrange or transfer Licensee's Attachments sixty (60) days after Licensee's receipt of original notification of the need to rearrange or transfer its facilities

10.1.2 Irrespective of who owns Facilities that are overlashed on to Licensee's Attachments, Licensee is responsible for the transfer of such Facilities and the costs of doing so.

10.2 Allocation of Costs. The costs for any rearrangement or transfer of Licensee's Communications Facilities or the replacement of a Pole shall be allocated to Utility and/or Licensee and/or other Attaching Entity on the following basis:

10.2.1 If Utility intends to modify or replace a Pole solely for its own requirements, it shall be responsible for the costs related to the modification/replacement of the Pole. Licensee shall not be responsible for costs associated with the rearrangement or transfer of Licensee's Communications Facilities, unless and to the extent the rearrangement or transfer is necessary in connection with Utility's reacquisition of Reserved Capacity from Licensee. Prior to making any such modification or replacement, Utility shall provide Licensee written notification of its intent in order to provide Licensee a reasonable opportunity to modify or add to its existing Attachment. Should Licensee decide to do so, it must seek Utility's written permission in accordance with this Agreement. If Licensee elects to add to or modify its Communications Facilities, Licensee shall pay its fair share of the costs incurred by Utility in making the space on the Poles accessible to Licensee.

10.2.2 If the modification or replacement of a Pole is necessitated by the requirements of Licensee, Licensee shall be responsible for all costs caused by the modification or replacement of the Pole as well as the costs associated with the transfer or rearrangement of any other Attaching Entity's Communications Facilities. At the time Licensee submits a Permit Application to Utility, Licensee shall submit evidence in writing, that it has made arrangements to reimburse all affected Attaching Entities for their costs caused by the transfer or rearrangement of their Facilities. Utility shall not be obligated in any way to enforce or administer Licensee's responsibility for the costs associated with the transfer or rearrangement of another Attaching Entity's Facilities pursuant to this Article.

10.2.3 If the modification or the replacement of a Pole is the result of an additional Attachment or the modification of an existing Attachment sought by an Attaching Entity other than Utility or Licensee, the Attaching Entity requesting the additional or modified Attachment shall bear the entire cost of the modification or replacement, as well as the costs for rearranging or transferring Licensee's Communications Facilities. Licensee shall cooperate with such third-party Attaching Entity to determine the costs of moving Licensee's facilities.

10.2.4 If the Pole must be modified or replaced for reasons unrelated to the use of the Pole by Attaching Entities (*e.g.*, storm, accident, deterioration), Utility shall pay the costs of such modification or replacement and Licensee shall pay the costs of rearranging or transferring its Communications Facilities.

10.3 **Utility Not Required to Replace.** Nothing in this Agreement shall be construed to require Utility to replace its Poles for the benefit of Licensee

Article 11. Pole Replacements.

- 11.1** Where Licensee is unable to place an Attachment on a Pole because such Pole is a Defective Pole or Overloaded Pole, provided that the communications space on such Pole could otherwise have been arranged with sufficient spacing to accommodate the Licensee's proposed Attachment(s), Utility will replace, at Utility's sole cost, such Defective Pole or Overloaded Pole. A "Defective Pole" means a Pole that is no longer serviceable due to decay, damage, or deterioration. An "Overloaded Pole" is a Pole that (without consideration of Licensee's proposed Attachment) exceeds the applicable loading requirements set forth in the Applicable Standards.
- 11.2** In the event that an existing Pole is a Defective Pole or Overloaded Pole but does not pose an imminent threat or danger to safety or the safe functioning or operation of existing Attachments or facilities, Utility shall replace said Pole at its sole cost consistent with its routine maintenance schedule.
- 11.3** If Licensee seeks to expedite the replacement of a Defective Pole or Overloaded Pole, Utility will provide Licensee with the materials and Licensee will pay the labor cost of using approved contractors to replace the Pole.
- 11.4** In all instances the replaced Pole will remain the property of Utility.

Article 12. Treatment of Multiple Requests for Same Pole.

If Utility receives Permit applications for the same Pole from two (2) or more prospective Attaching Entities within one hundred twenty (120) calendar days of the initial request, and has not yet completed the Permitting of the initial applicant, and accommodating their respective requests would require modification of the Pole or replacement of the Pole, Utility will make reasonable and good faith efforts to allocate among such Attaching Entities the applicable costs associated with such modification or replacement.

Article 13. Equipment Attachments.

- 13.1** Licensee shall compensate Utility for the actual and documented cost, including engineering and administrative cost, for rearranging, transferring, and/or relocating Utility's Poles to accommodate Licensee's Equipment Attachments.
- 13.2** Licensee shall reimburse the owner or owners of other facilities attached to Utility Poles for any actual and documented cost incurred by them for rearranging or transferring such facilities to accommodate Licensee's Equipment Attachments.

Article 14. Authorized Contractors.

Licensee shall only use authorized, qualified contractors approved by Utility to conduct Make-Ready Work (or any other work) in or around the electric supply space on a Pole. Utility shall not unreasonably withhold, delay, or condition its approval of any contractor proposed by Licensee to be authorized by Utility to perform Make-Ready in the electric supply space on Utility's Poles, provided such contractors meet Utility's qualified contractor specifications.

Article 15. Guys and Anchor Attachments.

Licensee shall at its own cost in accordance with construction standards of Utility place guys and anchors to sustain any unbalanced loads caused by Licensee's Attachments.

Article 16. Installation of Grounds.

When Utility is requested by Licensee to install grounds or make connections to Utility's system neutral, Licensee shall within thirty (30) days of demand reimburse Utility for the total actual and documented costs including engineering, clerical and administrative cost thereby incurred on initial installation only. All grounds installed by Licensee shall be in accordance with Utility's standard grounding practices.

Article 17. Abandonment of Poles.

17.1 Notice of Abandonment or Removal of Utility Facilities. If Utility desires at any time to abandon, remove, or underground any Utility Facilities to which Licensee's Communications Facilities are attached, it shall give Licensee notice in writing to that effect at least sixty (60) calendar days prior to the date on which it intends to abandon or remove such Utility's Facilities. Notice may be limited to thirty (30) calendar days if Utility is required to remove or abandon its Utility Facilities as the result of the action of a third party and the lengthier notice period is not practical. Such notice shall indicate whether Utility is offering Licensee an option to purchase the Pole(s). If, following the expiration of the 30-day period, Licensee has not yet removed and/or transferred all of its Communications Facilities and has not entered into an agreement to purchase Utility's Facilities pursuant to Paragraph 17.2, Utility shall have the right, but not the obligation, to remove or transfer Licensee's Communications Facilities at Licensee's expense and Licensee shall be subject to the provisions of Article 19. Utility shall give Licensee prior written notice of any such removal or transfer of Licensee's Facilities.

17.2 Option to Purchase Abandoned Poles. Should Utility desire to abandon any Pole, Utility may, in its sole discretion, grant Licensee the option of purchasing such Pole at a price to be negotiated with Utility. Licensee must notify Utility in writing within thirty (30) calendar days of the date of Utility's notice of abandonment that Licensee desires to purchase the abandoned Pole. Thereafter, Licensee must also secure and deliver proof of all necessary governmental approvals and easements allowing Licensee to independently own and access the Pole within forty-five (45) calendar days. Should Licensee fail to secure the necessary governmental approvals, or should Utility and Licensee fail to enter into an agreement for Licensee to

purchase the Pole within forty-five (45) calendar days, Licensee must remove its Attachments as required under Article 17.1. Nothing in this Agreement shall be construed as requiring Utility to sell Licensee Poles that Utility intends to remove or abandon.

- 17.3 Underground Relocation.** If Utility moves any portion of its aerial system underground, Licensee shall remove its Communications Facilities from any affected Poles within sixty (60) calendar days of receipt of notice from Utility and must either relocate its affected Facilities underground with Utility or find other means to accommodate its Facilities. If Licensee does not remove its Attachments within sixty (60) days, Utility shall have the right to remove or transfer Licensee's Communications Facilities at Licensee's expense. Licensee's failure to remove its Facilities as required under this Article 17.3 shall subject Licensee to the provisions of Article 19.

Article 18. Inspection.

- 18.1 General Inspections.** Utility reserves the right to make periodic inspections, as conditions may warrant, of the entire System of Licensee. Such inspections, or the failure to make such inspections, shall not operate to relieve Licensee of any responsibility or obligation or liability assumed under this Agreement.
- 18.2 Periodic Safety Inspections.** Upon twelve (12) months' advance written notice from Utility, and not more frequently than every five (5) years, Utility may at its option jointly perform a safety inspection in all or in part of the territory covered by this Agreement with all Attaching Entities to identify any safety violations of all Attachments and facilities on Utility Poles or Facilities ("Safety Inspection"). Such notice shall describe the scope of the inspection and provide Licensee and all Attaching Entities an opportunity to participate. Licensee, Utility and other Attaching Entities shall share proportionately in the actual and documented Safety Inspection costs (based on the proportion of Attachments of Utility and each other Attaching Entity) irrespective of whether Utility elects to perform the Safety Inspection itself or have it performed by a contractor.
- 18.3 Corrections.** In the event any of Licensee's facilities are found to be in violation of the Applicable Standards and such violation poses a potential Emergency situation, Licensee shall use all reasonable efforts to correct such violation immediately. Should Licensee fail or be unable to correct such Emergency situation immediately, Utility may correct the Emergency and bill Licensee for one hundred twenty-five percent (125%) of the actual and documented costs incurred. If any of Licensee's facilities are found to be in violation of the Applicable Standards and such violations do not pose potential Emergency conditions, Utility shall, consistent with Article 19, give Licensee notice, whereupon Licensee shall have thirty (30) days from receipt of notice to correct any such violation, or within a longer, mutually agreed-to time frame if correction of the violation is not possible within thirty (30) days, such extended time to be not more than an additional sixty (60) days. Notwithstanding the foregoing grace periods, in the event Utility or another Attaching Entity prevents Licensee from correcting a Non-Emergency violation, the timeframe for correcting such violation shall be extended to account for the time during which Licensee was unable to correct the violation due to action (or failure to act) by Utility or other User. Licensee will not be responsible for the costs associated with violations caused by others that are not affiliated or acting under the direction of Licensee. In all circumstances,

all of the Attaching Entities on the Pole and Utility will work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the actual and documented cost of any necessary or appropriate corrective measures associated with violations caused by Licensee, including removal and replacement of the Pole and all transfers or other work incident thereto. If Licensee fails to correct a non-Emergency violation within the specified timely period, including any agreed upon extensions, the provisions of Article 19 shall apply.

18.3.1 If any facilities of Utility are found to be in violation of the Applicable Standards and specifications and Utility has caused the violation, then the parties will work together to minimize the cost of correcting any such deficiencies, but Utility shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the Pole, provided, however, that Utility shall not be responsible for Licensee's own costs.

18.3.2 If one or more other Attaching Entity's Attachment caused the violation, then such Attaching Entities shall pay the Corrective costs incurred by all who have Attachments on the Pole, including the Licensee, and Utility will make reasonable effort to cause the Attaching Entity to make such payment.

18.3.3 If there exists a violation of Applicable Standards and it cannot be determined which Attaching Entity on the Pole caused such violation or there is a mixture of the Attaching Entities causing the violation, then the parties will work together to minimize the cost of correcting any such deficiencies, and all Attaching Entities who may have caused such violation will share equally in such costs, provided that Licensee shall not be required to pay more than its proportionate share of such costs.

Article 19. Failure to Rearrange, Transfer or Correct.

19.1 Unless otherwise agreed, as part of Utility's written notice of a need for Licensee to rearrange, transfer, remove or Correct violations, Utility will indicate whether or not Utility is willing to perform the required work.

19.2 If Utility indicates in the notice that it is willing to perform the work, Licensee shall have fifteen (15) days to notify Utility in writing of its election to either have Utility perform the work or that the Licensee will perform the work itself.

19.2.1 If Licensee requests that Utility perform the work, Licensee shall reimburse Utility for the actual and documented cost of such work.

19.2.2 If Licensee either fails to respond or indicates that it will perform the work itself, then until such work is complete and Utility receives written notice of the completion of such work, Licensee shall be subject to a daily penalty as specified in Exhibit A, per Attachment, per day commencing on the day after expiration of the time period for completion of the work specified in the Agreement and original notification that Licensee needs to rearrange, transfer, remove or Correct violations. Beginning with the ninetieth (90th) calendar day after expiration of the time period for completion of the work specified in the Agreement and original notification, the daily penalty shall escalate as specified in Exhibit A.

19.2.3 Notwithstanding Licensee's election under Article 19.2.2 to perform the required work itself, commencing on the thirtieth (30th) day after expiration of the time period for completion of the work specified in the Agreement and original notification, Utility may perform the required work at Licensee's expense, or may delegate such authority to another Attaching Entity utilizing a qualified contractor.

19.2.4 If Licensee was required to perform work under this Article 19 and fails to perform such work within the specified timeframe, and Utility performs such work, Utility may charge Licensee an additional twenty-five percent (25%) of its actual and documented costs for completing such work.

19.3 If Utility indicates in the notice that it is unwilling or unable to perform the work, then until such work is completed and Utility receives written notice of the completion of such work, Licensee shall be subject to a daily penalty as specified in Exhibit A, per Attachment, per day commencing on the day after expiration of the time period for completion of the work specified in the Agreement and original notification that Licensee needs to rearrange, transfer, remove or Correct violations. Beginning with the ninetieth (90th) calendar day after expiration of the time period for completion of the work specified in the Agreement and original notification, the daily penalty shall escalate as specified in Exhibit A.

19.4 Licensee shall provide written notification to Utility upon completion of any of the required work, daily penalty fees will continue to accrue until Utility's receipt of such notice of completion. Notice of completion shall be given by the same means as it was received from Utility.

Article 20. Actual Inventory.

20.1 Utility will at intervals of not more often than once every five (5) years perform an actual inventory of the Attachments of Poles in all or in part of the territory covered by this Agreement, for the purpose of checking and verifying the number of Poles on which Licensee has Attachments. Such field check shall be made jointly by both parties and shall be at the cost of Licensee, such costs to be actual and documented, unless Utility is also performing an inventory of any other Attaching Entity with Attachments on such Poles, and then the actual and documented cost shall be shared proportionately among all such Attaching Entities based upon the number of Attachments.

20.2 **Attachment Records.** Notwithstanding the above inventory provisions, Licensee shall furnish to Utility annually an up-to-date electronic map depicting the locations of its Attachments, in a format specified by Utility.

Article 21. Unauthorized Attachments.

If during the term of this Agreement, Utility discovers Unauthorized Attachments (including Overlashing, Riser Attachments or Service Drops for which timely notification was not provided) placed on its Poles, the following fees may be assessed, and procedures will be followed:

- 21.1** Utility shall provide specific written notice of each violation within thirty (30) days of discovering such violation and Licensee shall be given thirty (30) days from receipt of notice to contest an allegation that an Attachment is unauthorized (or that Licensee failed to timely provide notice).
- 21.2** Licensee shall pay back rent for all Unauthorized Attachments (except Overlash Attachments and/or Riser Attachments where an existing licensed Pole Attachment exists) for a period of five (5) years, or since the date of the last inventory of Licensee's Attachments (whichever period is shortest), at the rental rates in effect during such periods.
- 21.3** In addition to the back rent, Licensee shall be subject to the Unauthorized Attachment Penalty as specified in Exhibit A for each Unauthorized Attachment, including Service Drops, Riser Attachments where an existing licensed Pole Attachment exists and Overlash Attachments, where no Permit was obtained and/or required post-installation notification was not provided.
- 21.4** Licensee shall submit a Permit Application in accordance with Article 6 of this Agreement within thirty (30) days of receipt of notice from Utility of any Unauthorized Attachment, or such longer time as mutually agreed to by the parties after an inventory.
- 21.4.1** No additional notification is required for Service Drops or Riser Attachments where an existing licensed Pole Attachment exists.
- 21.4.2** In the case of Overlash requiring a separate Permit application under Article 6.1.1 Licensee shall be required to submit an application within thirty (30) days of receipt of notice of Unauthorized Attachment.
- 21.5** In the event Licensee fails to submit a Permit Application within thirty (30) days, or such longer time as mutually agreed to by the parties after an inventory, the provisions of Article 19 shall apply.
- 21.6** **No Ratification of Unauthorized Use.** No act or failure to act by Utility with regard to any Unauthorized Attachments shall be deemed as ratification of the unauthorized use. Unless the parties agree otherwise, a Permit for a previously Unauthorized Attachment shall not operate retroactively or constitute a waiver by Utility of any of its rights or privileges under this Agreement or otherwise, and Licensee shall remain subject to all obligations and liabilities arising out of or relating to its unauthorized use.

Article 22. Reporting Requirements

At the time that Licensee pays its annual Attachment Fee, Licensee shall also provide the following information to Utility, using the reporting form contained in Appendix E:

- 22.1** The Poles on which Licensee has installed, during the relevant reporting period, Risers and Service drops, for which no Permit was required.
- 22.2** All Attachments that have become nonfunctional during the relevant reporting period. The report shall identify the Pole on which the nonfunctional Attachment is located, describe the nonfunctional equipment, and indicate the approximate date the Attachment became nonfunctional.

- 22.3 Any equipment Licensee has removed from Poles during the relevant reporting period. The report shall identify the Pole from which the equipment was removed, describe the removed equipment, and indicate the approximate date of removal. This requirement does not apply where Licensee is surrendering a Permit.

Article 23. Liability and Indemnification

- 23.1 **Liability.** Utility reserves to itself the right to maintain and operate its Poles in the manner that will best enable it to fulfill its service requirements. Licensee agrees that its use of Utility's Poles is at Licensee's sole risk. Notwithstanding the foregoing, Utility shall exercise reasonable precaution to avoid damaging Licensee's Communications Facilities and shall report to Licensee the occurrence of any such damage caused by its employees, agents or contractors. Subject to Paragraph 23.5, Utility agrees to reimburse Licensee for all reasonable costs incurred by Licensee for the physical repair of facilities damaged by the gross negligence or willful misconduct of Utility; provided, however, that the aggregate liability of Utility to Licensee, in any fiscal year, for any fines, penalties, claims, damages, or costs, arising out of or relating in any way to Licensee's service or interference with the operation of Licensee's Communications Facilities shall not exceed the amount of the total Annual Attachment Fees paid by Licensee to Utility for that year, as calculated based on the number of Attachments under Permit at the time of the occurrence, as set forth in Appendix A, Item 1.

- 23.2 **Indemnification.** Licensee, and any agent, contractor, or subcontractor of Licensee, shall defend, indemnify, and hold harmless Utility and its officials, officers, board members, council members, commissioners, representatives, employees, agents, and contractors against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments (including payments made by Utility under any Workers' Compensation Laws or under any plan for employees' disability and death benefits), and expenses (including reasonable attorney's fees of Utility and all other costs and expenses of litigation) ("Covered Claims") arising in any way, including any act, omission, failure, negligence, or willful misconduct, in connection with the construction, maintenance, repair, presence, use, relocation, transfer, removal or operation by Licensee, or by Licensee's officers, directors, employees, agents, or contractors, of Licensee's Communications Facilities, except to the extent of Utility's gross negligence or willful misconduct solely giving rise to such Covered Claims. Such Covered Claims include, but are not limited to, the following:

- 23.2.1 Intellectual property infringement, libel and slander, trespass, unauthorized use of television or radio broadcast programs and other program material, and infringement of patents;
- 23.2.2 Cost of work performed by Utility that was necessitated by Licensee's failure, or the failure of Licensee's officers, directors, employees, agents or contractors, to install, maintain, use, transfer, or remove Licensee's Communications Facilities in

accordance with the requirements and specifications of this Agreement, or from any other work this Agreement authorizes Utility to perform on Licensee's behalf;

23.2.3 Damage to property, injury to or death of any person arising out of the performance or nonperformance of any work or obligation undertaken by Licensee, or Licensee's officers, directors, employees, agents, or contractors, pursuant to this Agreement;

23.2.4 Liabilities incurred as a result of Licensee's violation, or a violation by Licensee's officers, directors, employees, agents, or contractors, of any law, rule, or regulation of the United States, any state, or any other governmental entity or administrative agency.

23.3 Procedure for Indemnification.

23.3.1 Utility shall give prompt written notice to Licensee of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit, or proceeding filed by a third party against Utility, Utility shall give the notice to Licensee no later than fifteen (15) calendar days after Utility receives written notice of the action, suit, or proceeding.

23.3.2 Utility's failure to give the required notice will not relieve Licensee from its obligation to indemnify Utility unless, and only to the extent, that Licensee is materially prejudiced by such failure.

23.3.3 Licensee will have the right at any time, by notice to Utility, to participate in or assume control of, the defense of the claim with counsel of its choice, which counsel must be reasonably acceptable to Utility. Utility agrees to cooperate fully with Licensee. If Licensee assumes control of the defense of any third-party claim, Utility shall have the right to participate in the defense at its own expense. If Licensee does not assume control or otherwise participate in the defense of any third-party claim, Licensee shall be bound by the results obtained by Utility with respect to the claim.

23.3.4 If Licensee assumes the defense of a third-party claim as described above, then in no event will Utility admit any liability with respect to, or settle, compromise or discharge, any third-party claim without Licensee's prior written consent.

23.4 Environmental Hazards. Licensee represents and warrants that its use of Utility's Poles will not generate any Hazardous Substances, that it will not store or dispose on or about Utility's Poles or transport to Utility's Poles any hazardous substances and that Licensee's Communications Facilities will not constitute or contain and will not generate any hazardous substance in violation of federal, state, or local law now or hereafter in effect, including any amendments. "Hazardous Substance" shall be interpreted broadly to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, dangerous radio frequency radiation, or other similar terms by any federal, state,

or local laws, regulations or rules now or hereafter in effect, including any amendments. Licensee further represents and warrants that in the event of breakage, leakage, incineration, or other disaster, its Communications Facilities would not release any Hazardous Substances. Licensee and its agents, contractors, and subcontractors shall defend, indemnify, and hold harmless Utility and its respective officials, officers, board members, council members, commissioners, representatives, employees, agents, and contractors against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, punitive damages, or expenses (including reasonable attorney's fees and all other costs and expenses of litigation) arising from or due to the release, threatened release, storage, or discovery of any Hazardous Substances on, under, or adjacent to Utility's Poles/Conduit System attributable to Licensee's use of Utility's Poles.

23.5 No Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, LIQUIDATED, OR SPECIAL DAMAGES OR LOST REVENUE OR LOST PROFITS TO ANY PERSON ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OR NONPERFORMANCE OF ANY PROVISION OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

23.6 Municipal Liability Limits. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by Utility of any applicable state limits on municipal liability or governmental immunity. No indemnification provision contained in this Agreement under which Licensee indemnifies Utility shall be construed in any way to limit any other indemnification provision contained in this Agreement.

Article 24. Duties, Responsibilities, and Exculpation

24.1 Duty to Inspect. Licensee acknowledges and agrees that Utility does not warrant the condition or safety of Utility's Facilities, or the premises surrounding the Facilities, and Licensee further acknowledges and agrees that it has an obligation to inspect Utility's Poles or premises surrounding the Poles, prior to commencing any work on Utility's Poles or entering the premises surrounding such Poles..

24.2 Knowledge of Work Conditions. By executing this Agreement, Licensee warrants that it has acquainted, or will fully acquaint, itself and its employees and/or contractors and agents with the conditions relating to the work that Licensee will undertake under this Agreement and that it fully understands or will acquaint itself with the facilities, difficulties, and restrictions attending the execution of such work.

- 24.3 **DISCLAIMER.** UTILITY MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO UTILITY'S POLES OR CONDUIT SYSTEM, ALL OF WHICH ARE HEREBY DISCLAIMED, AND UTILITY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH IN THIS AGREEMENT. UTILITY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 24.4 **Duty of Competent Supervision and Performance.** The parties further understand and agree that, in the performance of work under this Agreement, Licensee and its agents, employees, contractors, and subcontractors will work near electrically energized lines, transformers, or other Utility Facilities. The parties understand and intend that energy generated, stored, or transported by Utility Facilities will not be interrupted during the continuance of this Agreement, except in emergencies endangering life or threatening grave personal injury or property. Licensee shall ensure that its employees, agents, contractors, and subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, agents, contractors, and subcontractors; employees, agents, contractors, and subcontractors of Utility; and the general public, from harm or injury while performing work permitted pursuant to this Agreement. In addition, Licensee shall furnish its employees, agents, contractors, and subcontractors competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner.
- 24.5 **Requests to De-energize.** If Utility de-energizes any equipment or line at Licensee's request and for its benefit and convenience in performing a particular segment of any work, Licensee shall reimburse Utility in accordance with Article 3.9, for all costs and expenses that Utility incurs in complying with Licensee's request. Before Utility de-energizes any equipment or line, it shall provide, upon request, an estimate of all costs and expenses to be incurred in accommodating Licensee's request.
- 24.6 **Interruption of Service.** If Licensee causes an interruption of service by damaging or interfering with any equipment of Utility, Licensee shall, at its own expense, immediately do all things reasonable to avoid injury or damages, direct and incidental, resulting therefrom and shall notify Utility immediately.
- 24.7 **Duty to Inform.** Licensee further warrants that it understands the imminent dangers (INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION) inherent in the work necessary to make installations on Utility's Poles by Licensee's employees, agents, contractors, or subcontractors, and Licensee accepts the duty and sole responsibility to notify and inform Licensee's employees, agents, contractors,

or subcontractors of such dangers, and to keep them informed regarding same.

Article 28. **Insurance**

28.1 Policies Required. At all times during the term of this Agreement, Licensee shall keep in force and effect all insurance policies as described below:

28.1.1 Workers' Compensation and Employers' Liability Insurance Statutory workers' compensation benefits and employers' liability insurance with a limit of liability no less than that required by Missouri law at the time of the application of this provision for each accident. This policy shall be endorsed to include a waiver of subrogation in favor of Utility. Licensee shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.

28.1.2 Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage with Limits of liability not less than \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$2,000,000 personal injury, \$2,000,000 each occurrence.

28.1.3 Automobile Liability Insurance. Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.

28.1.4 Umbrella Liability Insurance. Coverage is to be in excess of the sum employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than \$4,000,000 each occurrence, \$4,000,000 aggregate.

28.1.5 Property Insurance. Each party will be responsible for maintaining property insurance on its own facilities, buildings, and other improvements, including all equipment, fixtures, and utility structures, fencing, or support systems that may be placed on, within, or around Utility Facilities to protect fully against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance or self-insure such exposures.

28.2 Qualification; Priority; Contractors' Coverage. The insurer must be authorized to do business under the laws of the state of Missouri and have an "A" or better rating in Best's Guide. Such insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of Licensee shall carry, in full force and effect, workers' compensation and employers' liability, comprehensive general liability, and automobile liability insurance coverages of the type that Licensee is required to obtain under this Article 28 with the same limits.

- 28.3 Certificate of Insurance; Other Requirements.** Prior to the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, Licensee will furnish Utility with a certificate of insurance (“Certificate”) and, upon request, certified copies of the required insurance policies. The Certificate shall reference this Agreement and workers’ compensation and property insurance waivers of subrogation required by this Agreement. Utility shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this Agreement. Utility, its council members, board members, commissioners, agencies, officers, officials, employees and representatives (collectively, “Additional Insureds”) shall be named as Additional Insureds under all of the policies, except workers’ compensation, which shall be so stated on the Certificate of Insurance. All policies, other than workers’ compensation, shall be written on an occurrence and not on a claims-made basis. All policies may be written with deductibles, not to exceed \$100,000, or such greater amount as expressly allowed in writing by Utility. Licensee shall defend, indemnify and hold harmless Utility and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Article. Licensee shall obtain Certificates from its agents, contractors, and their subcontractors and provide a copy of such Certificates to Utility upon request.
- 28.4 Limits.** The limits of liability set out in this Article 28 may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal, or other governmental compensation plans, or laws that would materially increase or decrease Licensee’s exposure to risk.
- 28.5 Prohibited Exclusions.** No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions that: (1) exclude coverage of liability assumed by this Agreement with Utility except as to infringement of patents or copyrights or for libel and slander in program material, (2) exclude coverage of liability arising from excavating, collapse, or underground work, (3) exclude coverage for injuries to Utility’s employees or agents, or (4) exclude coverage of liability for injuries or damages caused by Licensee’s contractors or the contractors’ employees, or agents. This list of prohibited provisions shall not be interpreted as exclusive.
- 28.6 Deductible/Self-insurance Retention Amounts.** Licensee shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.

Article 29. Assignment

- 29.1 Limitations on Assignment.** Licensee shall not assign its rights or obligations under this Agreement, nor any part of such rights or obligations, without the prior written consent of

Utility, which consent shall not be unreasonably withheld.

- 29.2 Obligations of Assignee/Transferee and Licensee.** No assignment or transfer under this Article 29 shall be allowed until the assignee or transferee becomes a signatory to this Agreement and assumes all obligations of Licensee arising under this Agreement. Licensee shall furnish Utility with prior written notice of the transfer or assignment, together with the name and address of the transferee or assignee. Notwithstanding any assignment or transfer, Licensee shall remain fully liable under this Agreement and shall not be released from performing any of the terms, covenants, or conditions of this Agreement without the express written consent to the release of Licensee by Utility.
- 29.3 Sub-licensing.** Without Utility's prior written consent, Licensee shall not sub-license or lease to any third party, including but not limited to, allowing third parties to place Attachments on Utility's Facilities, including Overlapping, or to place Attachments for the benefit of such third parties on Utility's Poles. Any such action shall constitute a material breach of this Agreement. The use of Licensee's Communications Facilities by third parties (including but not limited to leases of dark fiber) that involves no additional Attachment or Overlapping is not subject to this Article 29.3.

Article 30. Failure to Enforce

Failure of Utility or Licensee to take action to enforce compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect until terminated, in accordance with this Agreement.

Article 31. Issue Resolution Process

- 31.1 Dispute Resolution.** Except for an action seeking a temporary restraining order or an injunction or to compel compliance with this dispute resolution procedure, the parties can invoke the dispute resolution procedures in this Article at any time to resolve a controversy, claim, or breach arising under this Agreement. Each party will bear its own costs for dispute resolution activity.
- 31.2 Initial Meeting.** At either party's written request, each party will designate knowledgeable, responsible, senior representatives to meet and negotiate in good faith to resolve a dispute. The representatives will have discretion to decide the format, frequency, duration, and conclusion of these discussions. The parties will conduct any meeting in-person or via conference call, as reasonably appropriate.
- 31.3 Executive Meeting.** If ninety (90) days after the first in-person meeting of the senior representatives, the parties have not resolved the dispute to their mutual satisfaction, each party will designate executive representatives at the director level or above to meet and negotiate

in good faith to resolve the dispute. To facilitate the negotiations, the parties may agree in writing to use mediation or another alternative dispute resolution procedure.

- 31.4 Unresolved Dispute.** If after sixty (60) days from the first executive-level, in-person meeting, the parties have not resolved the dispute to their mutual satisfaction; either party may invoke any legal means available to resolve the dispute, including enforcement of the default and termination procedures set out in Article 24.
- 31.5 Confidential Settlement.** Unless the parties otherwise agree in writing, communication between the parties under this Article will be treated as confidential information developed for settlement purposes, exempt from discovery and inadmissible in litigation.
- 31.6 Business as Usual.** During any dispute resolution procedure or lawsuit, the Utilities will continue providing services to each other and performing their obligations under this Agreement.
- 31.7 Penalties.** Penalties will continue to accrue pending dispute resolution procedures unless the dispute specifically involves a dispute over the application of the fee or penalty.

Article 32. Default.

- 32.1** An Event of Default (each of the following being an “Event of Default”) shall be deemed to have occurred hereunder by Licensee if:
- 32.1.1** Licensee breaches any material term or condition of this Agreement or Permit granted hereunder; or
 - 32.1.2** Licensee evades or attempts to evade any material provision of this Agreement or Permit granted hereunder; or
 - 32.1.3** Licensee makes a material misrepresentation of fact in this Agreement or Permit granted hereunder; or
 - 32.1.4** Licensee fails to complete work by the date and in accordance with the terms specified in this Agreement or Permit granted hereunder, unless an extension is obtained or unless the failure to complete the work is beyond the Licensee’s control or the result of a *Force Majeure Event*; or
 - 32.1.5** Licensee fails to timely correct violations of Applicable Standards.
- 32.2** Upon the occurrence of any one or more of the Events of Default set forth in Article 32 hereof, Utility, at its option, in addition to and not in lieu of any other remedies provided for herein, shall be entitled to proceed to exercise any and all actions it may have in law or at equity, including drawing down upon the bond for any fees, costs, expenses or penalties that Licensee has not paid, and, in addition, at its option, may terminate this Agreement upon providing notice to Licensee, provided, however, Utility may take such action or actions only after first giving Licensee written notice of the Event of Default and a reasonable time in which Licensee may cure or commence diligent efforts to cure such Event of Default, which period of time shall be not less than thirty (30) calendar days, except that the period of time shall not be less than ten (10) calendar days for

monies past due and owing by Licensee to Utility; for failure to maintain adequate insurance, as provided for herein; and for failure to maintain any bonds required pursuant to this Agreement.

- 32.3** Without limiting the rights granted to Utility pursuant to the foregoing Article 32.2, the parties hereto agree to conduct themselves reasonably and in good faith and to use a good faith effort to meet and to resolve outstanding issues, including but not limited to the Dispute Resolution Process of Article 32.
- 32.4** In the event that Utility fails to perform, observe or meet any material covenant or condition made in this Agreement or shall breach any material term of condition of this Agreement, or at any time any representation, warranty or statement made by Utility shall be incorrect or misleading in any material respect, then Utility shall be in default of this Agreement. Upon being provided notice from Licensee of said default, Utility shall have thirty (30) days to cure same and if such default is not cured, then Licensee shall have any and all remedies at law or in equity available to it, including termination of this Agreement without any liability therefor.
- 32.4.1** The above notwithstanding, Licensee's sole remedy if Utility is unable to perform a survey or complete Make-Ready Work within the prescribed timeframes under Article and 6 and 7 is the authority to perform such survey or Make-Ready itself at Licensee's expense.
- 32.4.2** Under no circumstances will a failure of Utility to meet the survey or Make- Ready time periods set out in Article 7 subject Utility to damages.
- 32.5** Upon Termination for Default, Licensee shall remove its Attachments from all Utility Poles within six (6) months of receiving notice, or at a rate of two thousand (2,000) Attachments per month, whichever period results in the greatest length of time for completing removal. If not so removed within that time period, Utility shall have the right to remove Licensee's Attachments, and Licensee agrees to pay the actual and documented cost thereof within forty-five (45) days after it has received an invoice from Utility.

Article 33. Receivership, Foreclosure or Act of Bankruptcy.

- 33.1** The Pole use granted hereunder to Licensee shall, at the option of Utility, cease and terminate one hundred twenty (120) days after the filing of bankruptcy or the appointment of a receiver or receivers or trustee or trustees to take over and conduct the business of Licensee whether in a receivership, reorganization, bankruptcy or other action or proceeding unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless such receivers or trustees shall have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Agreement granted pursuant hereto, and the receivers or trustees within said one hundred twenty (120) days shall have remedied all Defaults under this Agreement.
- 33.2** In the case of foreclosure or other judicial sale of the plant, property and equipment of Licensee, or any part thereof, including or excluding this Agreement, Utility may serve notice of termination upon Licensee and the successful bidder at such sale, in which event this Agreement herein granted and all rights and privileges of this Agreement hereunder shall cease and terminate thirty (30) days after service of such notice, unless:

33.2.1 Utility shall have approved the transfer of this Agreement to the successful bidder, as and in the manner in this Agreement provided; and

33.2.2 Such successful bidder shall have covenanted and agreed with Utility to assume and be bound by all the terms and conditions to this Agreement.

Article 34. Removal of Attachments.

Licensee may at any time remove its Attachments from any facility of Utility, but shall promptly give Utility written notice of such removals. No refund of any rental fee will be due on account of such removal.

Article 35. Performance Bond.

Licensee shall furnish a performance bond executed by a surety company reasonably acceptable to Utility which is duly authorized to do business in the state of Missouri in the amount of fifty thousand dollars (\$50,000.00) for the duration of this Agreement as security for the faithful performance of this Agreement and for the payment of all persons performing labor and furnishing materials in connection with this Agreement.

Article 36. Term of Agreement

36.1 This Agreement shall become effective upon its execution and, if not terminated in accordance with other provisions of this Agreement, shall continue in effect for a term of five (5) years and, unless terminated by either party, shall automatically be renewed for two additional five (5) year terms. Either party may terminate this Agreement at the end of the initial term or a successor term by giving written notice of intent to terminate the Agreement at the end of the then-current term. Such a notice must be given least ninety (90) calendar days prior to the end of the then-current term.

36.2 Even after the termination of this Agreement, Licensee's indemnity obligations shall continue with respect to any claims or demands related to Licensee's Communications Facilities, as provided for in Article 23.

Article 37. Amending Agreement

This Agreement shall not be amended, changed, or altered except in writing and with approval by authorized representatives of both parties.

Article 38. Notices

38.1 Wherever in this Agreement notice is required to be given by either party to the other, such notice shall be in writing and shall be effective when personally delivered to, or when mailed by certified mail with return receipt requested, with postage prepaid, and except where specifically provided for elsewhere, properly addressed as follows:

If to Utility, at City of Harrisonville
 Attn: City Administrator
 PO Box 367
 Harrisonville, MO 64701

If to Licensee, at: _____

or to such other address as either party, from time to time, may give the other party in writing.

- 38.2 The above notwithstanding the parties may agree to utilize electronic communications such as, for NJUNS notifications, as well as email for notifications related to the Permits application and approval process and necessary transfer or pole modifications.
- 38.3 Licensee shall maintain a staffed 24-hour emergency telephone number, not available to the general public, where Utility can contact Licensee to report damage to Licensee's facilities or other situations requiring immediate communications between the parties. Such contact person shall be qualified and able to respond to Utility's concerns and requests. Failure to maintain an emergency contact shall subject Licensee to a penalty of \$100 per incident, and shall eliminate Utility's liability to Licensee for any actions that Utility deems reasonably necessary given the specific circumstances.

Article 39. Entire Agreement

This Agreement and its appendices constitute the entire agreement between the parties concerning attachments of Licensee's Communications Facilities on Utility's Poles within the geographical service area covered by this Agreement. Unless otherwise expressly stated in this Agreement, all previous agreements, whether written or oral, between Utility and Licensee are superseded and of no further effect.

Article 40. Severability

If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement to either party, such provision shall not render unenforceable this entire Agreement. Rather, the parties intend that the remaining provisions shall be administered as if the Agreement did not include the invalid provision.

Article 41. Governing Law

All matters relating to this Agreement shall be governed by the laws (without reference to choice of law) of the state of Missouri.

Article 42. Incorporation of Recitals and Appendices

The recitals stated above and all appendices to this Agreement are incorporated into and constitute part of this Agreement.

Article 43. Force Majeure

If either Utility or Licensee is prevented or delayed from fulfilling any term or provision of this Agreement by reason of fire, flood, earthquake, or like acts of nature, wars, revolution, civil commotion, explosion, acts of terrorism, embargo, acts of the government in its sovereign capacity, material changes of laws or regulations, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, unavailability of equipment of vendor, or any other such cause not attributable to the negligence or fault of the party delayed in performing the acts required by the Agreement, then performance of such acts shall be excused for the period of the unavoidable delay, and the affected party shall endeavor to remove or overcome such inability as soon as reasonably possible.

Article 44. Integrated Vegetation Management

It shall be the sole responsibility of LICENSEE to take reasonable measure to protect and defend its facilities in the Public Right-of-Way and easements from harm or damage, including trees and its components. If LICENSEE fails to accurately or timely locate facilities in accordance with the applicable requirements when requested by the Utility, LICENSEE shall be responsible for any damage resulting there from, except to the extent the resulting damage is solely due to the intentional or negligent conduct of another, if wholly outside the control of privity of LICENSEE. LICENSEE shall be authorized to trim the components of trees along or over the Right-of-Way and easements in the city of Harrisonville and shall implement a maintenance and tree trimming and vegetation management program for all its facilities consistent with the City of Harrisonville Electric Department Tree Trimming Policy and all industry standards and applicable state and local requirements including OSHA 1910.269 and ANSI Z133.1 as needed to ensure that LICENSEE renders efficient and continuous service. LICENSEE and its agents shall exercise proper care and discretion in cutting and trimming said trees and all parts thereof and further provided that such actions of LICENSEE shall continue to be subject to any direction or requirements thereto as may be reasonably required by the City of Harrisonville. LICENSEE shall make reasonable effort to notify property owners prior to tree and vegetation maintenance actions on such property. LICENSEE shall obtain in writing, permission from property owner prior to removing tree or trees as defined by the Internal Society of Arboriculture. LICENSEE shall maintain with the City of Harrisonville a copy of LICENSEE, tree trimming program in compliance with this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

(UTILITY)

(LICENSEE)

BY: _____

BY: _____

Title: _____

Title: _____

UTILITY

STATE OF MISSOURI

: ss

County of CASS

I, the undersigned, a Notary Public in and for the state of Missouri, hereby certify that on the ____ day of _____, 20__, personally appeared before me [NAME]_____ [TITLE]_____ to me known to be the individual described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year above written.

 Notary Public in and for the
 State of Missouri, residing at
 _____,

LICENSEE

STATE OF MISSOURI

: ss

County of CASS

I, the undersigned, a Notary Public in and for the state of Missouri, hereby certify that on the _____ day of _____, 20____, personally appeared before me [NAME]_____ [TITLE]_____ to me known to be the individual described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year above written.

 Notary Public in and for the
 State of Missouri, residing at
 _____,

APPENDIX A—FEES and CHARGES

The Annual Pole Attachment Fee: Nine dollars and fifty cents (\$11.83) per Attachment per year. Consistent with Article 3 of the Agreement, the Annual Pole Attachment Fee shall be calculated on an annual basis and be consistent with Missouri Revised Statutes Section 67.5104.

Each Attachment shall only occupy twelve (12) inches of vertical space on a Pole, as measured either above or below (but not both) the point of attachment, and any Attachment outside of the twelve inches shall be deemed to constitute a separate Attachment for Pole Attachment Fee calculation purposes.

Non-Recurring Fees

1. License Application Fee: Nine dollars and fifty cents (\$11.83) per Pole.
2. Make Ready Work and Other Charges: See Article 3 of Agreement
3. Work performed by Utility where Licensee failed to perform in a timely manner may be subject to a twenty-five percent (25%) additional charge pursuant to Article 19 of Agreement

Penalties

1. Standard Unauthorized Attachment Penalty Fee:

One hundred dollars (\$100) per Attachment (including Service Drops, and Riser Attachments that were not reported).

2. Non-Transfer/Removal Penalty:

If, consistent with Article 19 of the Agreement, Licensee fails to rearrange, transfer, remove or Correct violations in a timely manner, Licensee shall be subject to a daily penalty of five dollars (\$5) per Attachment, per day beginning on the day after expiration of the original time period for completion of the work specified in the Agreement and the original notification that Operator needs to Rearrange, Transfer, Remove or Correct Violations. Beginning with the ninetieth (90th) calendar day after expiration of the time period for completion of the work specified in the Agreement and original notification the daily penalty shall escalate to ten dollars (\$10) per Attachment per day.

¹ Utility reserves the right to adjust non-recurring fees from time to time to cover actual costs, provided any such adjustment is applied on a nondiscriminatory basis to all Attaching Entities.

APPENDIX B—Pole Attachment Permit Application Process

The following procedure is to be followed by each Licensee seeking to make new Attachments on Utility's Poles, or overlash to existing cables attached on Utility's Poles. Note that no entity may make any Attachments to Utility's Poles or overlash to existing facilities on Utility's Poles without having first entered into a binding Pole Attachment Licensing Agreement with Utility. Third parties seeking to overlash to an existing cable attached to Utility's Pole must also have a written overlash agreement with the Pole Attachment owner to be overlash. The overlash agreement must be provided to the Utility at the time of application for overlash.

1. Licensee shall submit a written request to perform a Pre-Construction Inspection. The request must include a preliminary route description. Licensee shall have a professional engineer or utility-approved employee or contractor, participate in a Pre-Construction Inspection, which will include a review of the proposed Attachment(s) to determine the feasibility of the request and identify any potential Make-Ready Work. Appendix F to this Agreement contains the minimum design review information that an applicant must provide and a worksheet for determining the minimum specifications that the proposed Attachment must meet.
2. Following the Pre-Construction Inspection, Licensee shall submit a completed Permit Application (Appendix C) that includes: route map, information required in Appendix F, installation plans, recommendations on Make-Ready Work, and a pole-loading analysis stamped by a licensed professional engineer. Licensee shall prepare the Permit Application in adherence with the Applicable Standards (Section 1.2 of Agreement) and specifications (Appendix D).
3. At the Licensee's expense, the Utility will review the recommendations from the inspection and the pole-loading analysis, and discuss any issues with the Licensee. Utility may utilize a contractor to perform or assist in the analysis and review.
4. Upon receipt of written authorization, Utility (or its approved contractors) will proceed with Make-Ready Work according to the specific agreed-upon installation plans and the terms of the Agreement, including payment for the Make-Ready Work charges as set out by Utility and agreed to by the Licensee.
5. Upon completion of the Make-Ready Work, the Utility will **sign** and return the Application for Permit authorizing the Licensee to make its Attachment(s) in accordance with agreed-upon installation plans.

6. Within thirty (30) days of completing the installation of an Attachment (including Overlash, Riser Attachments, and/or Service Drops) Licensee shall provide written notice to Utility.
7. Unless waived in writing by the Utility, the Licensee's professional engineer shall submit written certification that he/she has completed the Post-Construction Inspection and that the installation was done in accordance with the provisions of the Permit. The Post-Construction Inspection shall be submitted within ninety (90) calendar days after receipt of notice that the installation is complete. The Utility will verify the inspection by means that it deems to be reasonable.

APPENDIX C—Application for Permit

Application Date: ____/____/____

To: [City of Harrisonville Electric Department, PO Box 367, Harrisonville, MO 64701]

Desire to: _____ Attach to Utility Pole(s)

_____ Remove Attachment from Utility Pole(s)

_____ Overlash to existing facility attached to Utility Pole(s)

Permit No. _____ Superseded Permit No. _____

Number of Poles this permit _____ Sheet 1 of _____

Licensee Name: _____

Address: _____

Contact Person: _____ Phone _____

Title: _____

Utility Contact Person: _____ Phone _____

Title: _____

Narrative Description of proposed activity:

In accordance with the terms and conditions of the Pole Attachment Licensing Agreement between the parties, application is hereby made for a Permit to attach to and/or vacate Pole(s) in the locations detailed on the attached Route Map(s). Also, attached is documentation as required by Appendix F of the Agreement. If applicable, the engineer's name, state registration number, and phone number are:

Name: _____ Phone _____

Registration # _____

Permission is hereby granted to Licensee to attach and/or vacate poles listed on the attached Field Data Summary Sheets, subject to payment of the necessary Make-Ready Work charges as set out by Utility and agreed to by the Licensee.

SUBMITTED:

APPROVED:

Licensee _____ Utility _____

By _____ By _____

Title _____ Title _____

Date _____ Date _____

APPENDIX D—Specifications for Licensee’s Attachments to Utility Poles

Licensee, when making Attachments to Utility Poles, will adhere to the following engineering and construction practices.

- A. All Attachments shall be made in accordance with the Applicable Standards, as defined in Paragraph 1.2 of this Agreement.

B. Clearances

1. **Attachment and Cable Clearances:** Licensee’s Attachments on Utility Poles, including metal attachment clamps and bolts, metal cross-arm supports, bolts and other equipment, must be attached so as to maintain the minimum separations specified in the National Electrical Safety Code (“NESC”) and in drawings and specifications Utility may from time to time furnish Licensee. (See Drawings A-01 to A-11.)
2. **Service Drop Clearance:** From the pole to the home/building the parallel minimum separation between Utility’s service drops and communications service drops shall be twelve (12) inches, per NESC 235C1b (exception 3). (see drawing A-9)
3. All other drop clearances at the midspan must conform to NESC table 235-6.

Sag and Mid-Span Clearances: Licensee will be particularly careful to leave proper sag in its lines and cables and shall observe the established sag of power line conductors and other cables so that minimum clearances are: (a) achieved at poles located on both ends of the span; and (b) retained throughout the span. At mid-span, a minimum of twelve (12) inches of separation must be maintained between all telecommunication cables that meet NESC rule 230E1 (includes common phone, CATV, and fiber optic cables lashed to an effectively grounded messenger strand, or self-supporting cables).

NESC table 235-6 requires:

- 12” from neutral (by exception #16)
- 30” from supply lines carrying 0 to 8.7 kV (secondary)
- 30” plus 0.4” per kV in excess of 8.7 (primary)

4. **Vertical Risers:** All Risers, including those providing 120/240 volt power for Licensee’s equipment enclosure, shall be placed on the quarter faces of the Pole and must be installed in conduit with weatherhead (if possible),

attached to the Pole with stand-off brackets. A two- (2) inch clearance in any direction from cable, bolts, clamps, metal supports, and other equipment shall be maintained. (See Drawings A-02 and A-03.)

5. **Climbing Space:** A clear Climbing Space must be maintained at all times on the face of the Pole. All Attachments must be placed so as to allow and maintain a clear and proper Climbing Space on the face of the Utility Pole. Licensee's cable/wire Attachments shall be placed on the same side of the Pole as those of other Attaching Entities. In general, all other Attachments and Risers should be placed on Pole quarter faces. (See Drawing A-03.)
6. **Pedestals and Enclosures:** Every effort should be made to install Pedestals, vaults and/or Enclosures at a minimum of four (4) feet from Poles or other Utility Facilities, or the distance specified by the utility, whichever is greater.

C. Down Guys and Anchors

1. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on the Utility's Poles by Licensee's Attachments. Anchors must be guyed adequately.
2. Anchors and guy wires must be installed on each Utility Pole where an angle or a dead-end occurs. Licensee shall make guy attachments to Poles at or below its cable Attachment. No proposed anchor can be within four (4) feet of an existing anchor without written consent of Utility.
3. Licensee may not attach guy wires to the anchors of Utility or third-party user.
4. No Attachment may be installed on a Utility Pole until all required guys and anchors are installed. No Attachment may be modified, added to, or relocated in such a way as will materially increase the stress or loading on Utility Poles until all required guys and anchors are installed.
5. Licensee's down guys, if needed, shall be bonded, to the vertical ground wires of Utility's Pole, in accordance to NESC rule 92C. If there is no vertical ground present at the pole, the connections to the system neutral are to be made by the utility as an item of Make-Ready Work. Utility will determine if guys should be grounded or insulated.

D. Certification of Licensee's Design

1. Licensee's Attachment Permit application must be signed and sealed by a professional engineer, registered in Missouri, certifying that Licensee's aerial cable design fully complies with the NESC and Utility's

Construction Standards and any other applicable federal, state or local codes and/or requirements.

2. This certification shall include the confirmation that the design is in accordance with pole strength requirements of the NESC, taking into account the effects of Utility's Facilities and other Attaching Entities' facilities that exist on the Poles without regard to the condition of the existing facilities.

E. Miscellaneous Requirements

1. **Cable Bonding:** Licensee's messenger cable shall be bonded according to NESC rule 92C1 as a minimum, or at every pole with a vertical ground, as determined by the utility. If no ground exists on a pole to be bonded, Licensee shall install a Pole ground in accordance with the attached detail drawing. (See Drawings A-03 to A-04.)
2. **Customer Premises:** Licensee's service drop into customer premises shall be protected as required by the most current edition of the NEC.
3. **Communication Cables:** All Communications cables/wires not owned by Utility shall be attached within the Communications space that is located 40 inches below the lowest Utility conductors. (See Drawings A-01 through A-11.)
4. **Riser Installations:** All Licensee's Riser installations shall be in utility-approved conduit materials and placed on stand-off brackets. Ground wires may be attached directly to Pole. (See Drawings A-02 to A-04.)
5. **Tagging:** All Licensee's cables shall be identified with a band-type communications cable tag or other identification acceptable to Utility at each Attachment within twelve (12) inches of the Pole. The communications tag shall be consistent with communication industry standards and shall include at least the following: Licensee name, emergency contact number, and cable type. At the discretion of Utility, Tags shall be color-coded to permit identification of Attaching Entity by observation from the ground.

F. Utility Construction Drawings and Specifications

1. Refer to the attached Utility Construction Drawings, and obtain additional construction specifications from Utility in accordance with its requirements.
2. Apply the Utility's construction drawings and specifications in accordance with the NESC, NEC, and any other federal, state, or local code requirements.

APPENDIX E—Distribution Line Minimum Design Review Information

The following guidelines are provided, and corresponding information must be submitted with each Permit application for Pole Attachments on Utility's system. Utility may direct that certain Attachments do not require the submittal of Design Review Information. These Attachments are noted at the end of this section.

Each Permit application must include a report from a professional engineer registered to practice in the state of Missouri, and experienced in electric utility system design. This report must clearly identify the proposed construction and must verify that the Attachments proposed will maintain Utility's compliance with NESC Class B construction for the loading district as outlined in the NESC Section 25.

Utility may or may not require that all of the following information be submitted at the time of the Permit application. The applicant shall have performed all required calculations and be ready to provide the detailed information below within fifteen (15) calendar days of notice. Applicant shall keep copies of the engineering data available for the length of the Agreement.

In determining compliance, the following minimum conditions shall be used in the calculations for pole strength:

1. All single-phase lines shall be assumed to have been reconductored to AWG ACSR Codename Sparrow Conductor for both phase and neutral. If a larger conductor size exists, the larger size shall be used in the calculations.
2. All three-phase lines shall be assumed to have been to [code name] 336 AWG ACSR AWG ACSR, code name Merlin conductor for three (3) phases and neutral. If existing conductors are larger than 336 AWG ACSR, the larger size shall be used in the calculations.
3. All pole lines shall assume a secondary/service conductor, installed from pole to pole, of #4/0 AWG triplex cable, with an ACSR messenger.
4. For pole strength calculations, all poles shall be as they actually exist, or be considered Class 4 for calculations.
5. All line angles or dead ends shall be guyed and anchored. Transverse pole strength shall not be assigned to attaching pole users for line angles, *i.e.*, pole

should be viewed as being void of other cables, conductors, wires, or guys and considering only the applicant's wires/cables for guying calculations.

6. Points of attachment shall be as they actually exist on the poles.

Lessee shall comply with any NESC and/or Utility safety factors, whichever are more conservative, in their designs. The engineer for the Permit applicant shall provide for each application the following confirmations:

Required permits that have been obtained (insert n/a if not applicable):

- _____ (y/n) U.S. Corp of Engineers.
- _____ (y/n) Highway—state, county, city.
- _____ (y/n) Railroad.
- _____ (y/n) Local zoning boards, town boards, etc.
- _____ (y/n) Joint-use permits, if required.
- _____ (y/n) Notified other pole users of contacts or crossings.

Confirm that you have:

- (y/n) Obtained appropriate franchise(s).
- (y/n) Obtained pole/anchor easements from landowners.
- (y/n) Obtained crossing and overhang permits.
- (y/n) Obtained permit to survey R/W.
- (y/n) Completed State of Missouri Department of
Transportation requirements.
- (y/n) Placed permit number on plans.
- (y/n) Complied with Missouri Underground Facility
Location requirements.
- (y/n) Included sag/tension data on proposed cable.

Calculations are based upon the latest edition of the NESC and the latest editions of the requirements of the state of Missouri,

It is Licensee's responsibility to obtain all necessary permits and provide the Utility with a copy of each.

The engineer for the Permit applicant shall provide for each Pole(s) the following information:

Project ID

Pole number _____ [if pole tag missing, contact Utility] Pole class
 _____ [existing—i.e., 4, 3, 2...]
 Pole size _____ [existing—i.e., 35, 40...]
 Pole type _____ [Southern Yellow Pine, Douglas Fir...]
 Pole fore span _____ [feet]
 Pole fore span direction _____ [degrees from Magnetic North]
 Pole back span _____ [feet]
 Pole back span direction _____ [degrees from Magnetic North]
 Calculated bending
 moment at ground level _____ [ft-lbs]

Existing:

Power phase condition _____ quantity of _____ AWG/MCM
 _____ CU/AA/ACSR @ _____ feet above ground line
 Power neutral condition _____ quantity of _____ AWG/MCM
 _____ CU/AA/ACSR @ _____ feet above ground line
 Power sec condition _____ quantity of _____ AWG/MCM
 _____ CU/AA/ACSR @ _____ feet above ground line
 Power service #1 _____ qty of _____ size @ _____ ft above ground line
 @ _____ ° _____ ' _____ "
 Power service #2 _____ qty of _____ size @ _____ ft above ground line
 @ _____ ° _____ ' _____ "
 Power service #3 _____ qty of _____ size @ _____ ft above ground line
 @ _____ ° _____ ' _____ "
 Telco #1 cables _____ qty of _____ dia @ _____ ft above ground line
 Telco service #1 _____ qty of _____ size @ _____ ft above ground line
 @ _____ ° _____ ' _____ "
 Telco service #2 _____ qty of _____ size @ _____ ft above ground line
 @ _____ ° _____ ' _____ "
 CATV #2 cables _____ qty of _____ dia @ _____ ft above ground line
 CATV service #1 _____ qty of _____ size @ _____ ft above ground line
 @ _____ ° _____ ' _____ "
 CATV service #2 _____ qty of _____ size @ _____ ft above ground line
 @ _____ ° _____ ' _____ "

User #3 cables _____ qty of _____ dia @ _____ ft above ground line
 User #4 cables _____ qty of _____ dia @ _____ ft above ground line
 User #5 cables _____ qty of _____ dia @ _____ ft above ground line
 User #6 cables _____ qty of _____ dia @ _____ ft above ground line

Equipment #1 type _____ qty of _____ size @ _____ ft above ground line

Equipment #1 type _____ qty of _____ size @ _____ ft above ground line

Equipment #1 type _____ qty of _____ size @ _____ ft above ground line

Equipment #1 type _____ qty of _____ size @ _____ ft above ground line

Proposed:

Proposed cables _____ qty of _____ dia @ _____ ft above ground line

fore and back span direction _____ ° _____ ' _____ ", _____ ° _____ ' _____ "

Proposed cables _____ qty of _____ dia @ _____ ft above ground line

fore and back span direction _____ ° _____ ' _____ ", _____ ° _____ ' _____ "

Equipment #1 type _____ qty of _____ size @ _____ ft above ground line

Equipment #2 type _____ qty of _____ size @ _____ ft above ground line

AGL = Above Ground Level

The minimum vertical clearance under all loading conditions measured from the proposed cable to ground level on each conductor span shall be stated above.

Variations in topography resulting in ground elevation changes shall be considered when stating the minimum vertical clearance within a given span.

Calculated pole bending moment at ground level: _____ [ft-lbs]

Pole breaking bending moment at ground level: _____ [ft-lbs]

Calculated transverse safety factor: _____ [ratio should be greater than 1.00]

Proposed loading data [provide similar data for each cable proposed]:

A. Weight data (cable and messenger)—

1. Vertical weight, bare = _____ [#ft]

B. Tension data (final tensions on messenger)—

1. NESC maximum load for area of construction: _____ [lbs]

2. 60° F, NO wind: _____ [lbs]

Permit applicant's engineer shall provide for each transverse guy, or dead end to which guys and/or anchors are attached, the following information:

Pole number _____

Calculated cable messenger tension under
NESC maximum loading conditions _____ [lbs]

If connection is:

A dead end, is it a single or double? _____ [S, D]

A change in tension, what is change? _____ [lbs]

A line angle, what is angle change? _____ [degrees]

What is tension change at angle? _____ [lbs]

For each dead end:

Point of attachment for guy hook _____ [feet AGL]

Anchor distance from pole _____ [feet]

Calculated guy tension _____ [lbs]

Rated guy working strength _____ [lbs]

For each change in tension:

Point of attachment for guy hook _____ [feet AGL]

Anchor distance from pole _____ [feet]

Calculated guy tension _____ [lbs]

Rated guy working strength _____ [lbs]

For each line angle:

Point of attachment for guy hook _____ [feet AGL]

Anchor distance from pole _____ [feet]

Calculated guy tension _____ [lbs]

Rated guy working strength _____ [lbs]

For each anchor:

Anchor distance to nearest anchor _____ [feet]

Calculated anchor tension _____ [lbs]

Rated anchor strength _____ [lbs]

Soil composition _____ [sandy, loam, clay, rock]

For each dead end:

Point of attachment for guy hook _____ [feet AGL]

Anchor distance from pole _____ [feet]

Calculated guy tension _____ [lbs]

Rated guy working strength _____ [lbs]

For each change in tension:

Point of attachment for guy hook _____ [feet AGL]

Anchor distance from pole _____ [feet]

Calculated guy tension _____ [lbs]

Rated guy working strength _____ [lbs]

For each line angle:

Point of attachment for guy hook _____ [feet AGL]

Anchor distance from pole _____ [feet]

Calculated guy tension _____ [lbs]

Rated guy working strength _____ [lbs]

For each anchor:

Anchor distance to nearest anchor _____ [feet]

Calculated anchor tension _____ [lbs]

Rated anchor strength _____ [lbs]

Soil composition _____ [sandy, loam, clay, rock]

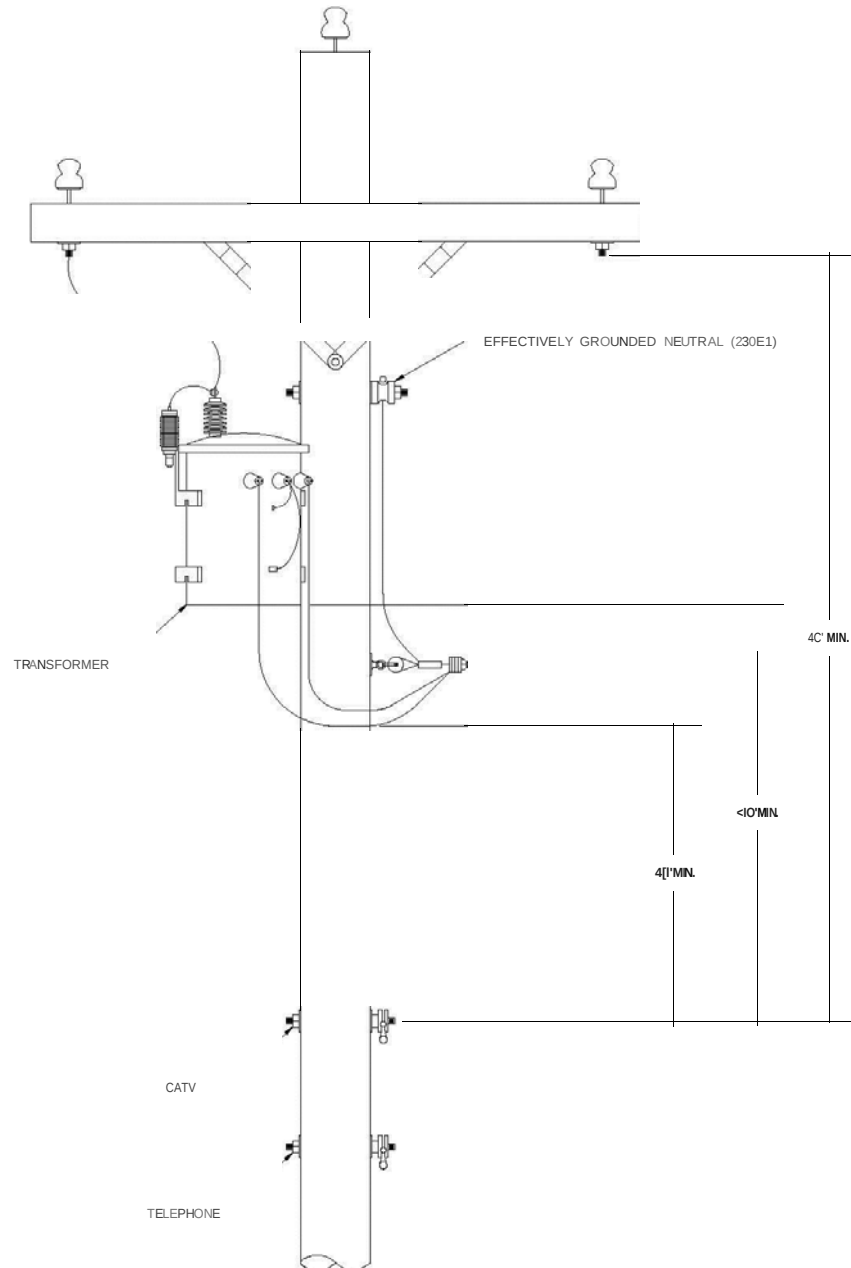
APPENDIX F—Field Data Summary Sheet Instructions

<u>Column</u>	<u>Instructions</u>
Utility Pole Number	If a Pole stencil is not in place, it may be left for Utility if the accompanying sketch is adequate to determine the Location.
Communication Company's Plan Sheet Pole Number	This must correspond with the plan sheet or Pole Sketch Pole identification number.
Pole Height and Class	List the present Pole height and class and list the proposed Pole height and class if it is necessary for Utility to replace the Pole for clearance, etc.
Guy Attachments.....	All unbalanced loading on Poles must be guyed. Attachments to Utility's anchors will not be allowed.
Attachment Height.....	Communications Company attachment height above ground level. List guy lead in feet.
Inches Below Utility.....	The number of inches Communications Company is to be attached below Utility while maintaining clearance as required in Item #4.
Span Length.....	List the back span length for each attachment.
Inches Sag.....	List the messenger sag for the design listed on the cover sheet at 60 degrees Fahrenheit.
Ground Clearance.....	List the ground clearance at the low point of the back span. Must not be less than the National Electrical Safety Code (latest edition).

Drawing A-01- Overhead Minimum Clearances

NO COMMUNICATIONS POWER SUPPLY SHALL BE MOUNTED ON POLES EXCEPT BY PERMISSION OF UTILITY.

LICENSEE'S ATTACHMENTS ON UTILITY POLES, INCLUDING METAL ATTACHMENT CLAMPS AND BOLTS, METAL CROSS ARM SUPPORTS, BOLTS AND OTHER EQUIPMENTS, MUST BE ATTACHED SO AS TO MAINTAIN THE MINIMUM SEPARATIONS SPECIFIED IN THE NESC AND IN THESE DRAWINGS AND SPECIFICATIONS.



NOTE 1:

1. REFER TO THE ATTACHED UTILITY CONSTRUCTION STANDARDS, OR OBTAIN THE APPLICABLE CONSTRUCTION STANDARDS FROM UTILITY IN ACCORDANCE WITH THE AFFECTED UTILITY'S REQUIREMENTS.

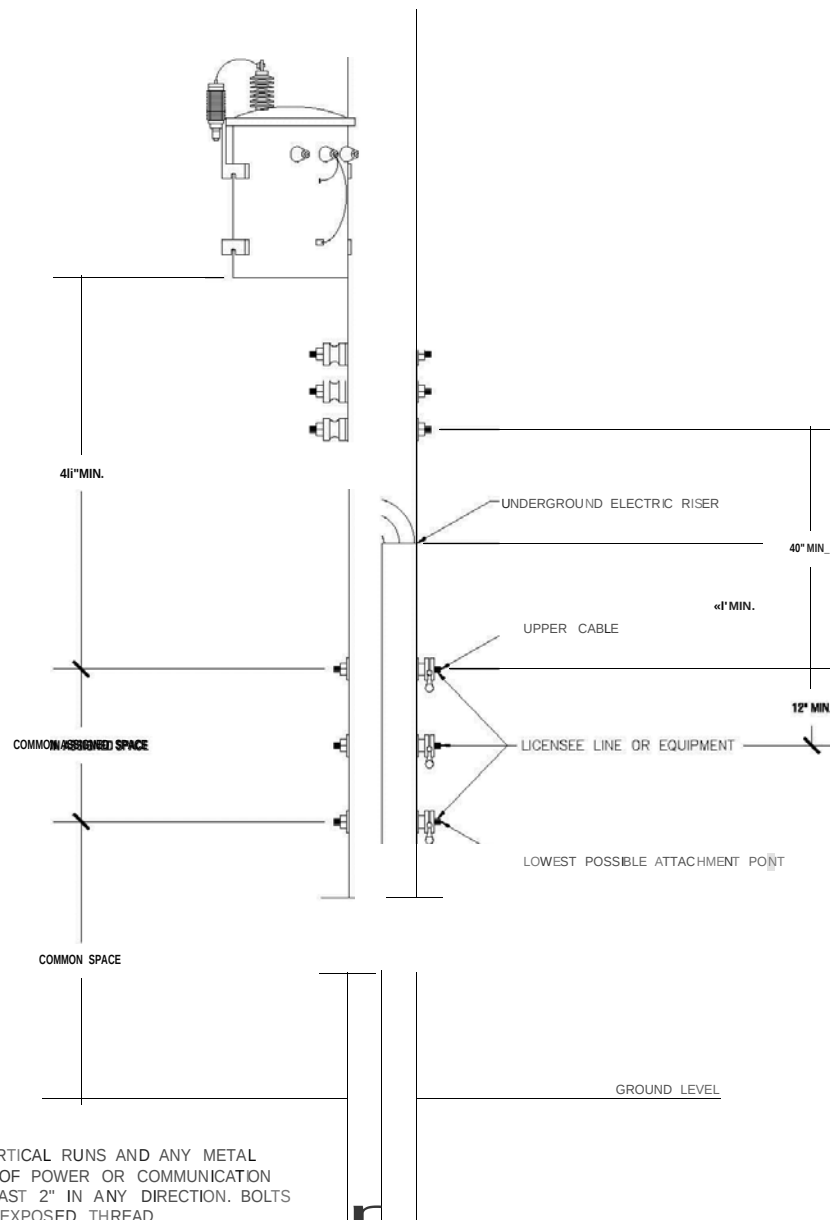
2. APPLY THE UTILITY CONSTRUCTION STANDARDS IN COORDINATION OF THE APPLICABLE NESC, NEC OR STATE STATUTE CODE REQUIREMENTS.

3. SEE DRAWING A-02 FOR ADDITIONAL NOTES.

A 2/27/2013	
POLE ATTACHMENTS	
NTS	
A-01	

Attachment: Pole Attachment Agreement Updated December 2023 (Resolution for new Pole Attachment Agreement)

Drawing A-02- Overhead Minimum Clearances



NOTE 1.

1. SEPARATION BETWEEN VERTICAL RUNS AND ANY METAL PARTS OR THROUGH BOLTS OF POWER OR COMMUNICATION EQUIPMENT SHALL BE AT LEAST 2" IN ANY DIRECTION. BOLTS SHALL HAVE LESS THAN 2" EXPOSED THREAD.

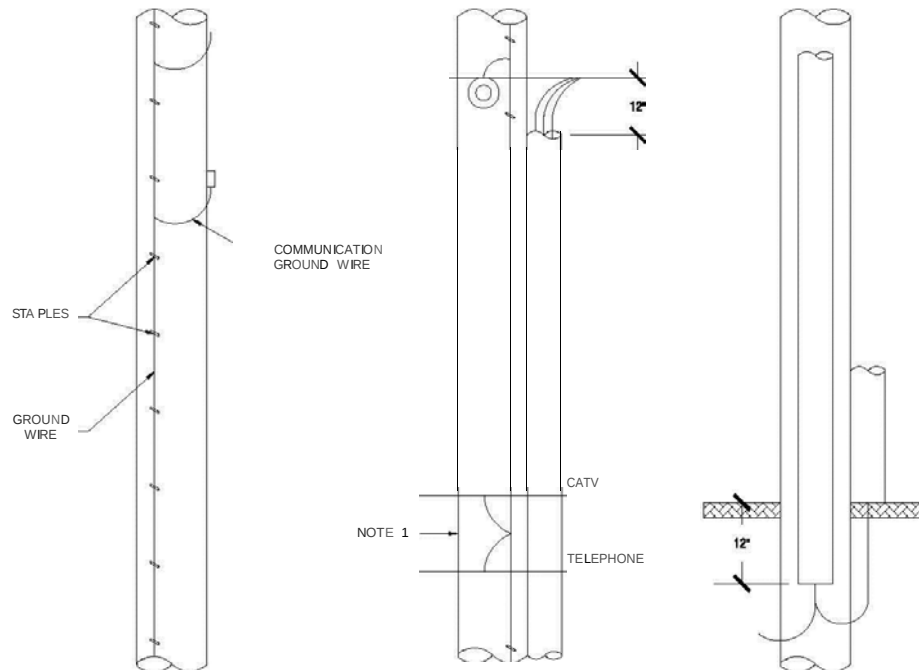
2. NO COMMUNICATION EQUIPMENT SHALL BE MOUNTED ON POLES EXCEPT BY PERMISSION OF UTILITY.

3. THE ABOVE CLEARANCES MAY HAVE TO BE INCREASED TO ALLOW FOR CODE CLEARANCE REQUIREMENT IN MID SPAN.

4. LICENSEE'S ATTACHMENTS ON UTILITY POLES, INCLUDING METAL ATTACHMENTS CLAMPS AND BOLTS. METAL CROSS ARM SUPPORTS, BOLTS AND OTHER EQUIPMENT, MUST BE ATTACHED SO AS TO MAINTAIN THE MINIMUM SEPARATIONS SPECIFIED IN THE NESC AND IN THESE DRAWINGS AND SPECIFICATIONS.

A 2/27/2013	
POLE ATTACHMENTS	
NTS	A-02

Drawing A-03- Grounding Connections



NO COMMUNICATION EQUIPMENT SHALL BE MOUNTED ON POLES EXCEPT BY PERMISSION OF UTILITY.

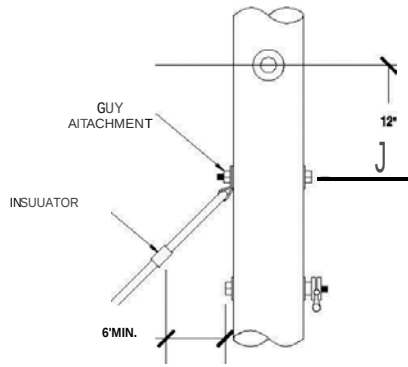
LICENSEE'S ATTACHMENTS ON UTILITY POLES, INCLUDING METAL ATTACHMENT CLAMPS AND BOLTS, METAL CROSS ARM SUPPORTS, BOLTS AND OTHER EQUIPMENTS, MUST BE ATTACHED SO AS TO MAINTAIN THE MINIMUM SEPARATIONS SPECIFIED IN THE NESC AND IN THESE DRAWINGS AND SPECIFICATIONS.

NOTE 1:

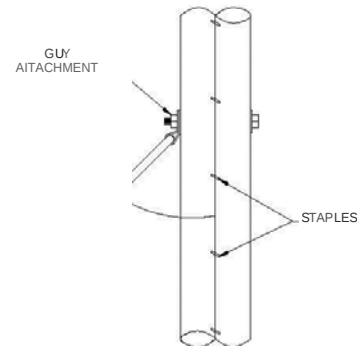
1. LICENSEE SHALL BOND TO UTILITY POLE GROUND WHEREVER UTILITY HAS A DOWN GROUND ON THE POLE. IF THE GROUND IS UNDER THE METAL U-GUARD, CONTACT UTILITY TO MAKE THE GROUND CONNECTION.
2. IF NO POLE GROUND EXISTS INSTALL A POLE DOWN GROUND ON THE POLE. PROTECT THE POLE GROUND WITH A GROUND WIRE MOULDING. TOP OF GROUND ROD SHALL BE AT LEAST 6" BELOW GRADE.
3. BOND WIRE SHALL BE #6 BARE COPPER OR LARGER. IF BOND WIRE IS UNSUPPORTED MORE THAN 12" LONG, STAPLE TO POLE.
4. WHEN COMMUNICATIONS ARE UNDERGROUND, THE POWER IS OVERHEAD AND IT IS REQUIRED THAT THE COMMUNICATIONS GROUND BE INTERCONNECTED TO THE POWER SUPPLY GROUND, THE CONNECTION SHALL BE MADE BELOW GRADE.
5. IN NO CASE SHALL LICENSEE GROUND BE CONNECTED TO GUYS/ANCHORS.
6. IF A NEUTRAL ISOLATION DEVICE IS INSTALLED ON THIS POLE THE ATTACHER MUST CONTACT UTILITY FOR SPECIAL GROUNDING INSTRUCTIONS.
7. LICENSEE'S MESSENGER CABLE SHALL BE BONDED TO UTILITY'S POLE GROUND WIRE AT EACH POLE THAT HAS A GROUND WIRE.

A 2/27/2013	
POLE ATTACHMENTS	
NTS	
A-03	

Drawing A-04- Guy Wire Requirements



INSULATED GUY OPTION



GROUNDED GUY OPTION

**CONTACT UTILITY TO DETERMINE
IF GUYS ARE TO BE INSULATED OR
GROUNDED.**

NOTE 1:

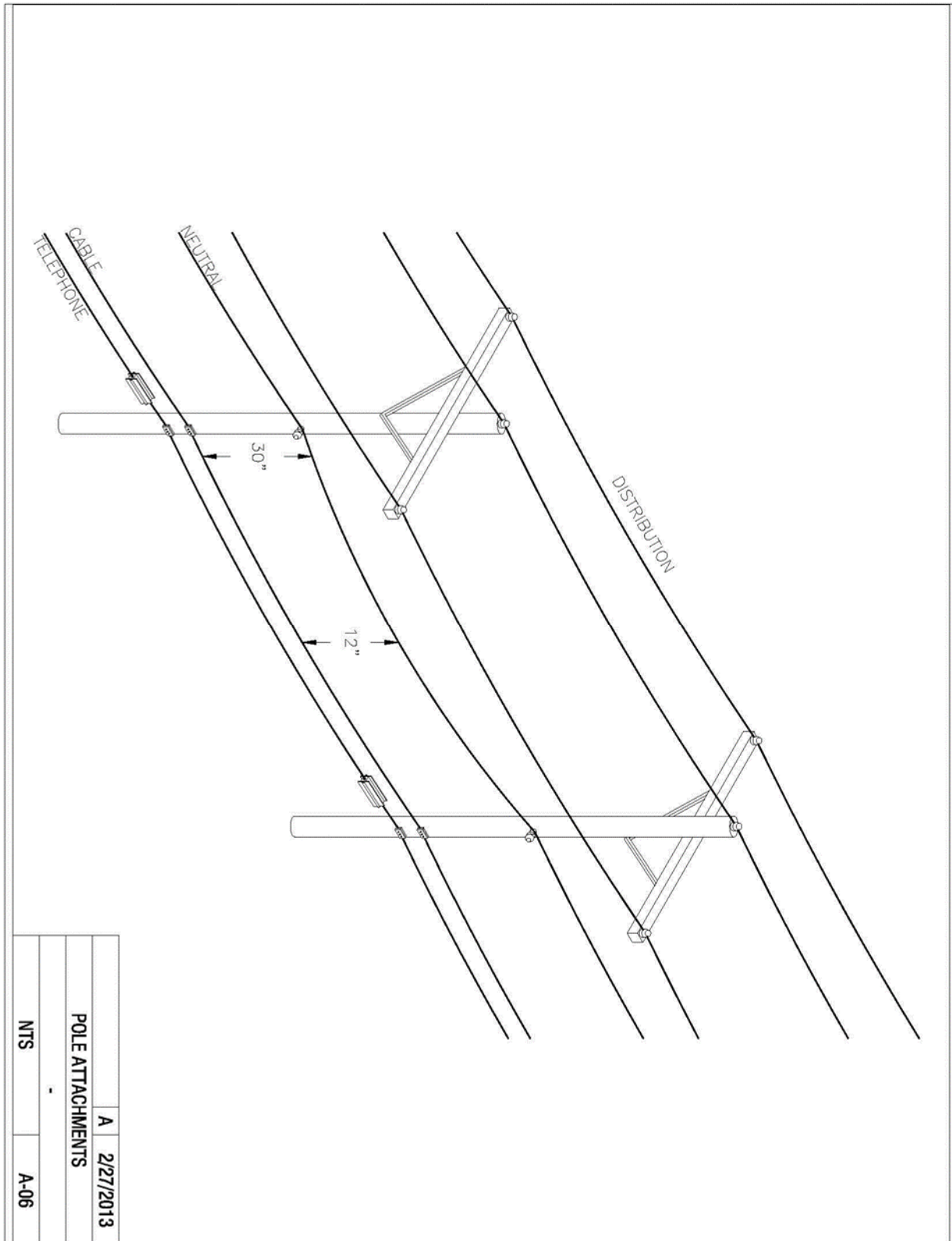
1. LICENSEE SHALL BE RESPONSIBLE FOR PROCURING AND INSTALLING ALL ANCHORS AND GUY WIRES TO SUPPORT THE ADDITIONAL STRESS PLACED ON UTILITY'S POLES BY LICENSEE'S ATTACHMENTS.
2. ANCHORS AND GUY WIRES MUST BE SET ON EACH UTILITY POLE WHERE THERE IS A TURN OR ANGLE AND ON ALL DEAD-END UTILITY POLES.
3. LICENSEE MAY NOT PLACE GUY WIRES ON THE ANCHORS OF UTILITY OR THIRD PARTY USER WITHOUT PRIOR WRITTEN CONSENT OF ALL ATTACHING ENTITIES AND ANCHOR OWNERS.
4. NO ATTACHMENT MAY BE INSTALLED ON A UTILITY POLE UNTIL ALL REQUIRED GUYS AND ANCHORS ARE INSTALLED, NOR MAY ANY ATTACHMENT BE MODIFIED OR RELOCATED IN SUCH A WAY AS WILL MATERIALLY INCREASE THE STRESS OR LOADING ON UTILITY POLES UNTIL ALL REQUIRED GUYS AND ANCHORS ARE INSTALLED.
5. LICENSEE'S DOWN GUYS SHALL NOT BE BONDED TO GROUND OR NEUTRAL WIRES OF UTILITY'S POLE AND SHALL NOT PROVIDE A CURRENT PATH TO GROUND FROM THE POLE GROUND OR POWER SYSTEM NEUTRAL. IF PERMITTED OR REQUIRED BY THE UTILITY, GROUNDED GUYS SHOULD BE INSTALLED.
6. ON JOINTLY USED STRUCTURES, GUYS THAT PASS WITHIN 12" OF SUPPLY CONDUCTORS, AND ALSO PASS WITHIN 12" OF COMMUNICATION CABLES, SHALL BE PROTECTED WITH A SUITABLE INSULATING COVERING WHERE THE GUY PASSES THE SUPPLY CONDUCTORS, UNLESS THE GUY IS EFFECTIVELY GROUNDED OR INSULATED WITH A STRAIN INSULATOR AT A POINT BELOW THE LOWEST SUPPLY CONDUCTOR AND ABOVE THE HIGHEST COMMUNICATION CABLE.

NO COMMUNICATION EQUIPMENT SHALL BE MOUNTED ON POLES EXCEPT BY PERMISSION OF UTILITY.

LICENSEE'S ATTACHMENTS ON UTILITY POLES, INCLUDING METAL ATTACHMENT CLAMPS AND BOLTS, METAL CROSS ARM SUPPORTS, BOLTS AND OTHER EQUIPMENTS, MUST BE ATTACHED SO AS TO MAINTAIN THE MINIMUM SEPARATIONS SPECIFIED IN THE NESC AND IN THESE DRAWINGS AND SPECIFICATIONS.

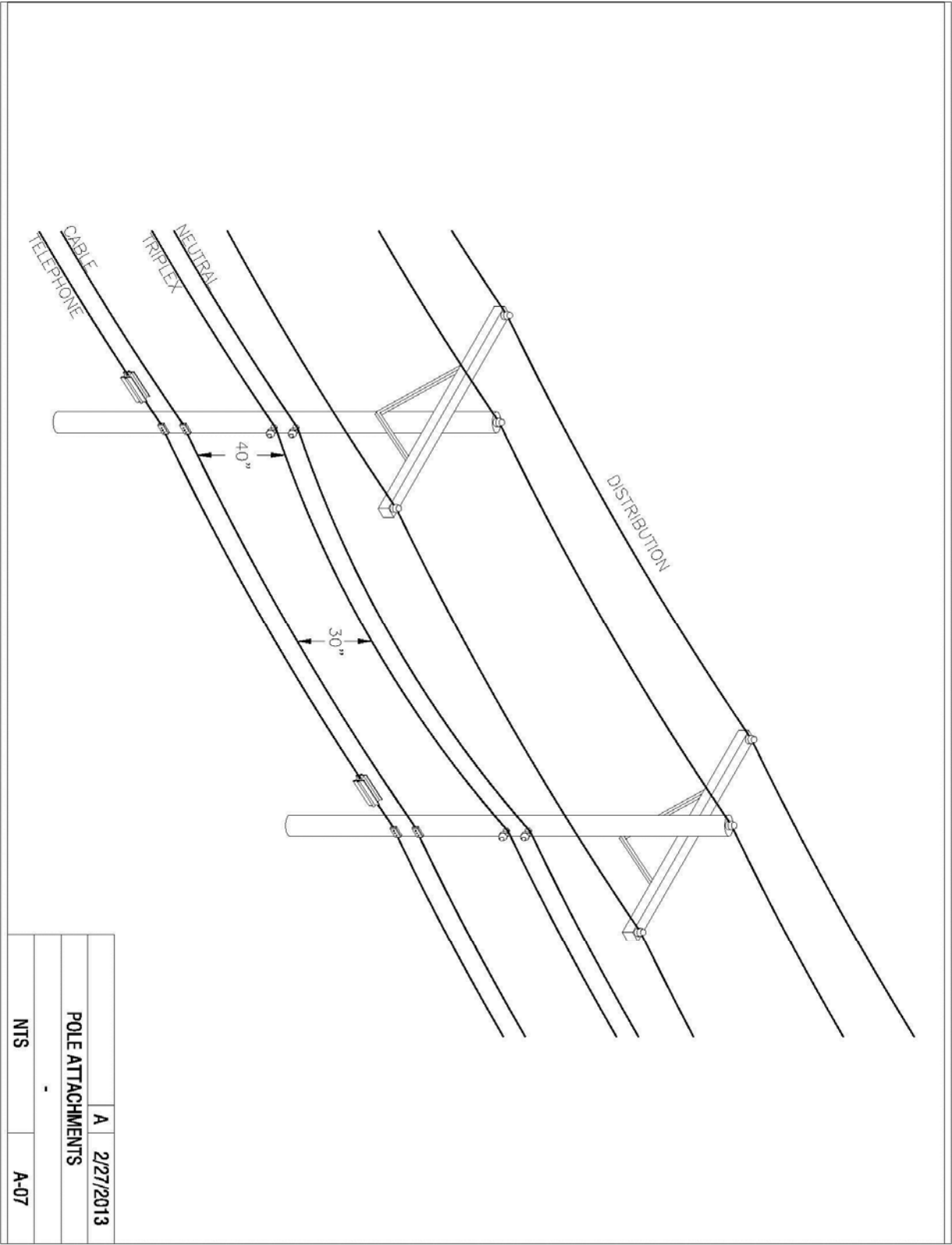
A 2/27/2013	
POLE ATTACHMENTS	
NTS	
A-04	

Drawing A-06 Minimum Clearance at Pole/Midspan from Neutral

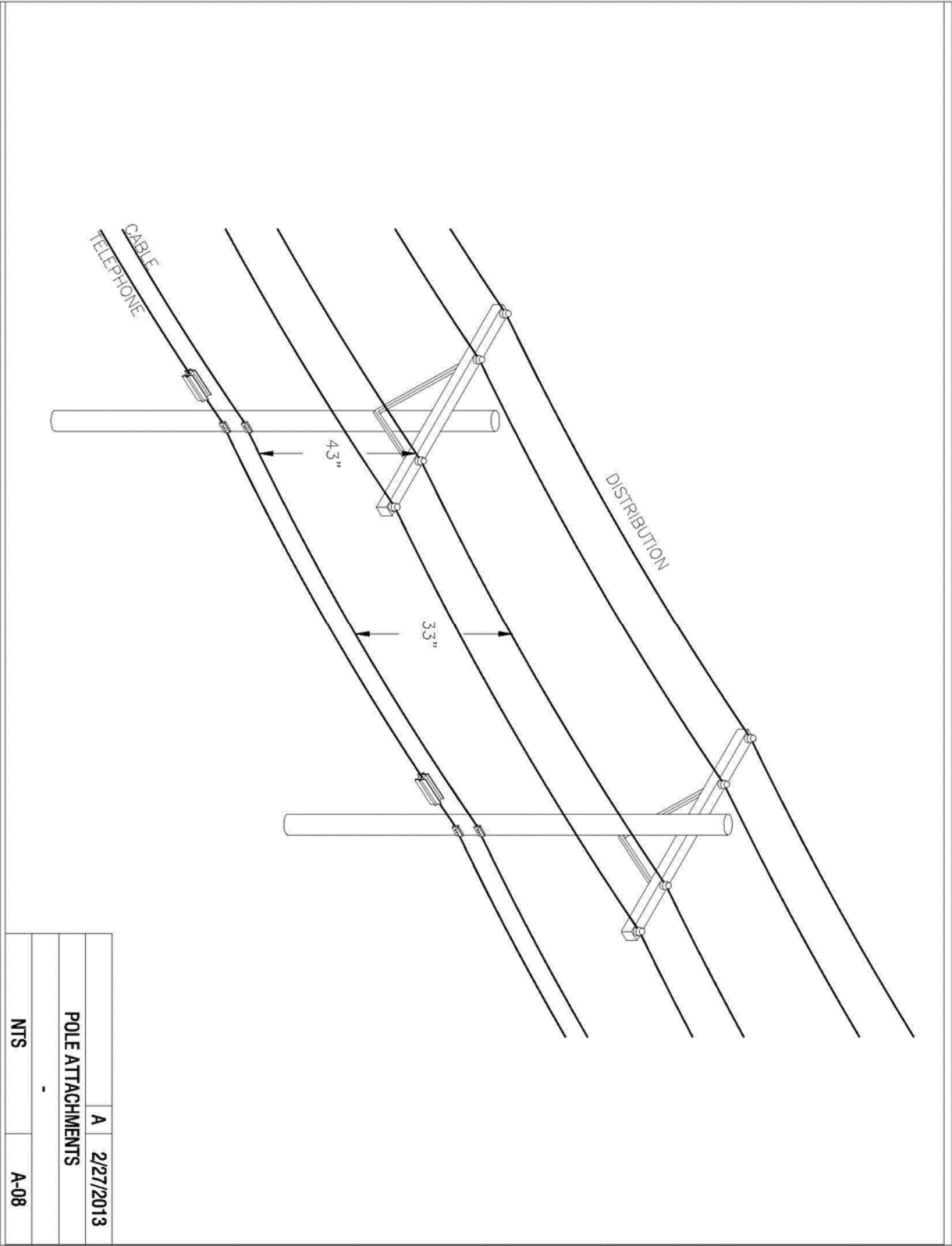


Drawing A-07 Minimum Clearance at Pole/Midspan from Secondary

Attachment: Pole Attachment Agreement Updated December 2023 (Resolution for new Pole Attachment Agreement)

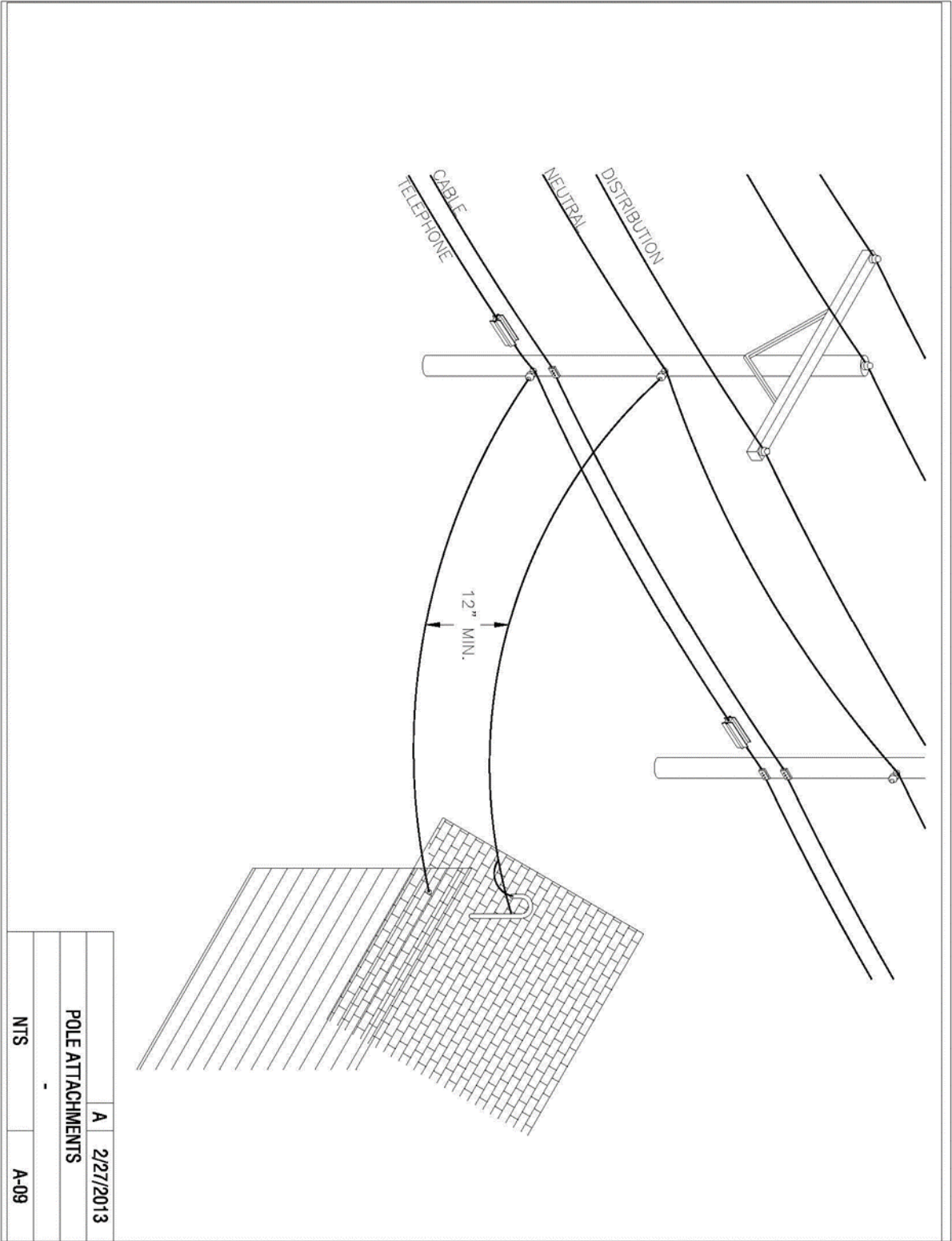


Drawing A-08 — Minimum Clearance at Pole/Midspan from Primary



Attachment: Pole Attachment Agreement Updated December 2023 (Resolution for new Pole Attachment Agreement)

Drawing A-09 Midspan Service Drop Clearance from Electric Service

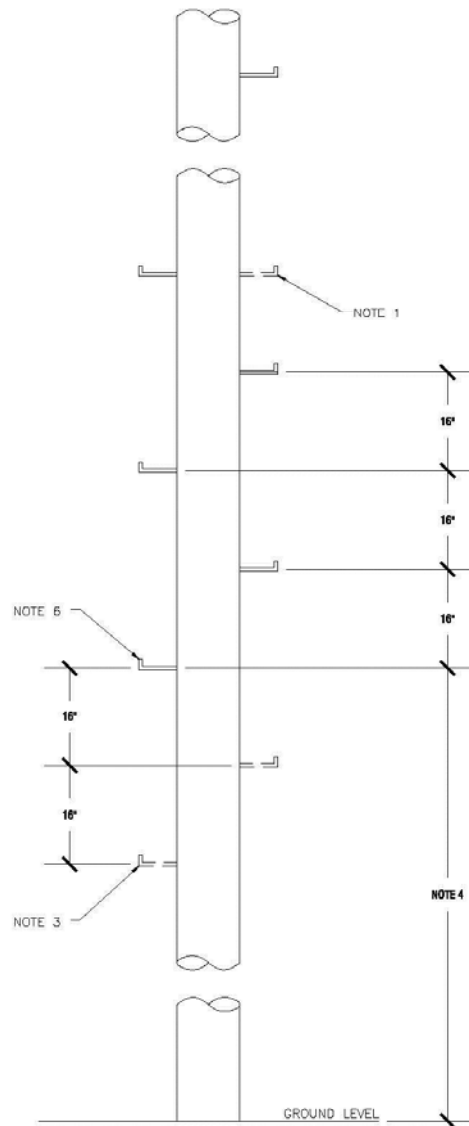


Attachment: Pole Attachment Agreement Updated December 2023 (Resolution for new Pole Attachment Agreement)

Drawing A-11 — Pole Steps Requirement

NO COMMUNICATIONS POWER SUPPLY SHALL BE MOUNTED ON POLES EXCEPT BY PERMISSION OF UTILITY.

LICENSEE'S ATTACHMENTS ON UTILITY POLES, INCLUDING METAL ATTACHMENT CLAMPS AND BOLTS, METAL CROSS ARM SUPPORTS, BOLTS AND OTHER EQUIPMENTS, MUST BE ATTACHED SO AS TO MAINTAIN THE MINIMUM SEPARATIONS SPECIFIED IN THE NESC AND IN THESE DRAWINGS AND SPECIFICATIONS.



POLE STEPS MUST BE AUTHORIZED BY THE UTILITY BEFORE INSTALLATION.

NOTE 1:

1. AN ADDITIONAL STEP SHALL BE PLACED OPPOSITE A STEP LOCATED WHERE WORK IS FREQUENTLY PERFORMED.
2. WHERE POLE IS SET CLOSE TO A BUILDING WITH AN ACCESSIBLE ROOF USE DETACHABLE STEPS FROM THE ROOF LEVEL UP TO A LEVEL 8 FT. ABOVE THE ROOF.
3. USE DETACHABLE POLE STEPS WHERE STEPS ARE REQUIRED BELOW THE 8 FT. LEVEL.
4. LOCATED LOWEST HOOK POLE STEP 8 FT. ABOVE THE GROUND ON DISTRIBUTION POLES AND 8 FT. ABOVE THE GROUND ON JOINT POLES.

A	2/27/2013
POLE ATTACHMENTS	
-	
NTS	A-11

Council Bill No.

Resolution No.

**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF
HARRISONVILLE APPROVING A NEW JOINT USE POLE ATTACHMENT
AGREEMENT**

WHEREAS, the City of Harrisonville, Missouri Electric Department is a municipal utility performing the essential public service of distributing electric power; and

WHEREAS, the Electric Department is responsible for safeguarding the integrity of its electric system, obtaining fair compensation for the use of its infrastructure through collection of fees and other charges, ensuring compliance with all applicable federal, state and local laws, rules and regulations, ordinances and standards and policies, and permitting fair and reasonable access to available capacity on Utility's infrastructure; and

WHEREAS, the Missouri Public Utility Alliance ("MPUA") has provided its municipal member cities with a form Joint Use Pole Attachment Agreement for the ease and convenience of its members; and

WHEREAS, the City of Harrisonville, Missouri desires to adopt the latest MPUA recommended Joint Use Pole Attachment Agreement as the operative pole attachment agreement for the City.

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

Section 1: The July 2016 MPUA Joint Use Pole Attachment Agreement, as amended by City Staff, is hereby adopted by the City of Harrisonville, Missouri Electric Department as the operative pole attachment agreement. All new, and existing, users of Harrisonville Electric Department infrastructure shall comply with the terms and conditions of this Joint Use Pole Attachment Agreement.

Section 2: That this Resolution shall be effective immediately upon passage of this Resolution.

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN AND APPROVED BY THE
MAYOR OF THE CITY OF HARRISONVILLE, MISSOURI, ON THIS 18TH DAY OF
DECEMBER 2023.

VOTE TAKEN AS FOLLOWS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Attachment: Harrisonville Joint Use Pole Attachment Agreement (2023) (Resolution for new Pole Attachment Agreement)

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

ATTEST:

Daniel Barnett, City Clerk

WITNESS my hand and seal this 18th day of December 2023.

Attachment: Harrisonville Joint Use Pole Attachment Agreement (2023) (Resolution for new Pole Attachment Agreement)

STAFF REPORT

TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: December 1, 2023
SUBJECT: Ordinance Supply Cost Adjustment

Type of Item: *Approval*

E. Action Item (ID # 4712)

AN ORDINANCE TO AMEND ORDINANCE NO. 3154 AND TO AMEND THE CODE OF ORDINANCES OF THE CITY OF HARRISONVILLE AS FOLLOWS: CHAPTER 700, SECTION 700.530B BY MODIFYING THE FORMULA FOR SUPPLY COST ADJUSTMENT APPLIED TO ELECTRIC RATES.

History:

12/04/23 Board of Aldermen SCHEDULED

City Attorney Felzien read the ordinance for the first time only.

Director of Administrative Services Smith said City staff worked with Toth and Associates to make the changes to the calculation, which will now allow those supply cost fluctuations to be averaged across a rolling six-month period, instead of month-to-month.

Smith said staff are hopeful that these changes will mean a softer curve to the charges that customers experience on electric charges.

Alderman Turner asked if Evergy's new time-of-use plan affects the City's cost for purchasing power.

Smith said it does not.

Attachments:

Staff Report Supply Cost Adjustment changes (DOCX)

PCA Changes 2023 (DOCX)



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

To: Mayor & Board of Aldermen

From: Jeremy Smith, Director of Administrative Services

Date: December 1, 2023

Re: Proposed amendment to the City of Harrisonville Municipal Code Chapter 700, Section 700.530B, by modifying the formula for supply cost adjustment applied to electric rates.

GENERAL INFORMATION

Applicant:

Requested Actions: Approval of Ordinance

Purpose:

Property Location:

PROPOSAL

The attached ordinance amends Municipal Code Chapter 700, Section 700.530B, by modifying the formula for supply cost adjustment applied to electric rates.

The Supply Cost Adjustment is an accepted Electric Industry Billing practice that allows for the City to recover additional costs when power supply costs are high. It also provides credit to the customer when the cost of supply was lower than expected.

Staff utilized the expertise of Toth and associates for assistance with the changes to the calculation, which will now allow those supply cost fluctuations to be averaged across a rolling six-month period, instead of month to month.

PREVIOUS ACTIONS

This completes the effort that was communicated to the Board at Work Session on October 2, 2023.

KEY ISSUES

STAFF COMMENTS AND SUGGESTIONS

Staff are hopeful that these changes will mean a softer curve to the charges that customers experience on electric charges.

STAFF RECOMMENDATION

City Staff request approval of this ordinance.

ATTACHMENTS

Ordinance

Staff Contact: Jeremy Smith, Director of Administrative Services – (816) 380-8904

Council Bill No.**Ordinance No.**

AN ORDINANCE TO AMEND ORDINANCE NO. 3154 AND TO AMEND THE CODE OF ORDINANCES OF THE CITY OF HARRISONVILLE AS FOLLOWS: CHAPTER 700, SECTION 700.530B BY MODIFYING THE FORMULA FOR SUPPLY COST ADJUSTMENT APPLIED TO ELECTRIC RATES.

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

Section 1: Applicability. The supply cost adjustment charge or credit shall be applied to monthly bills of all customers receiving metered electric service from the Electric Department.

Section 2: That the following described electric rates are hereby adopted by the amendment of Chapter 700, Utilities, Section 700.530B (2), Adopted, by the deletion of the old calculation and the adoption of the following new calculation. All other portions of this Section not set out herein shall remain unchanged.

Net six-month rolling monthly charge or credit. All metered electric kWh sales will be increased or decreased by 1.150 times the monthly change in total wholesale supply costs, expressed as \$/kWh, for the total unit cost of all wholesale power and energy delivered to the Electric Department greater or less than \$0.07725 per kWh plus an annual true-up adjustment, as determined by the following formula:

$$SCA = 1.150[(W/I)-\$0.07725] + T$$

Where:

SCA = Supply Cost Adjustment, expressed in \$/kWh, for the current six-month rolling calendar month and applied to all metered kWh sales to retail customers of the Electric Department.

1.150 = Retail Factor to adjust system wholesale supply costs for retail system distribution energy losses and applicable transfers to the City.

W = Total system six-month rolling average wholesale supply costs billed to the Department by all suppliers for the second month preceding the current month and the preceding five months, expressed in \$.

I = Total system six-month rolling average input wholesale energy associated with 'W' for the second month preceding the current month and the previous five months, expressed in kWh.

\$0.07725 = Unit cost of wholesale supply costs included in rates effective January 2009 and based on the Electric Rate Cost of Service Study dated October 2008.

T = Monthly true-up adjustment equal to the sum of the prior months actual wholesale supply costs in 'W' less the amount of wholesale supply costs billed to customers through retail rates and the SCA for the same period, the net amount of which divided by the total metered kWh sales to which the SCA was applied for the month period. The 'T' adjustment will be applied to the next months bill.

The SCA calculations shall be phased-in at its inception and any time the unit wholesale supply costs included in the rates are revised.

Section 3: That this ordinance shall become effective for all billings due on or after January 1, 2024.

READ FOR THE FIRST TIME BY TITLE ONLY ON THE 4TH DAY OF DECEMBER 2023 AND WAS READ FOR A SECOND TIME BY TITLE ONLY ON THE 18TH DAY OF DECEMBER 2023 AND PASSED BY THE BOARD OF ALDERMEN THIS 18TH DAY OF DECEMBER 2023.

VOTE TAKEN AS FOLLOWS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

EXCUSED:

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

ATTEST:

Daniel Barnett, City Clerk

WITNESS my hand and seal this 18th day of December, 2023.

Attachment: PCA Changes 2023 (Ordinance Supply Cost Adjustment)

STAFF REPORT

TO: Board of Aldermen
FROM: Theresa West, Assistant
DATE: December 13, 2023
SUBJECT: Ordinance - Electric Utility Disconnect December 2023

Type of Item: *Approval*

F. Action Item (ID # 4721)

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

Attachments:

Ordinance - Electric Utility Disconnect December 2023 (DOCX)

Electric Disconnect Staff Report (PDF)

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, **during the construction of any new structure or during any update to electric panels or electric services for a preexisting structure**, 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. **Any required Utility Disconnect fee shall be calculated by the City’s Electric Superintendent, as deemed appropriate in relation to any expenses garnered by the City during the project, 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 18TH DAY OF DECEMBER 2023 AND WAS READ FOR A SECOND TIME BY TITLE ONLY ON THE 18TH DAY OF DECEMBER 2023 AND PASSED BY THE BOARD OF ALDERMEN THIS 18TH DAY OF DECEMBER 2023.

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 18th day of December 2023.

Attachment: Ordinance - Electric Utility Disconnect December 2023 (Ordinance - Electric Utility Disconnect December 2023)



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

5.F.b

To: Board of Aldermen
From: Brent Stockstill; Electric Dept. Superintendent
Date: December 18th, 2023
Re: Electric Service Disconnect

GENERAL INFORMATION

Applicant: Electric Dept.

Requested Actions: Update Ordinance 2023-55

Date of Application: December 18th, 2023

PROPOSAL

Change of verbiage in ordinance no. 3652.

PREVIOUS ACTIONS

Charging \$500.00 to customers for addition of service disconnect.

KEY ISSUES

Change in ordinance will benefit city utilities and emergency services. Safer and more reliable way of disconnecting power to structure while not interrupting services to neighboring homes or businesses. This is why the fee of \$500.00 should be removed.

STAFF COMMENTS AND SUGGESTIONS

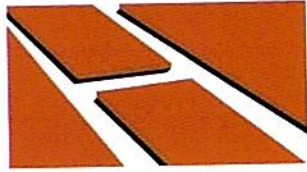
STAFF RECOMMENDATION

ATTACHMENTS

Electric Service Disconnect

STAFF CONTACT:

Attachment: Electric Disconnect Staff Report (Ordinance - Electric Utility Disconnect December 2023)



City of

Harrisonville

est.
1836

City Hall: 300 E. Pearl Street, P.O. Box 367 • Harrisonville, MO 64701

• Tel: 816-380-8900 • Fax: 816-380-8906

Electric Warehouse: 2108 Royal Street, Harrisonville, MO 64701 • Tel: 816-380-8968

Electric Service Disconnect

Board of Aldermen December 18th, 2023

Council Bill No. 2023-55

Ordinance No. 3652

What is a Service Disconnect? To be able to shut off power between the City's power source provided and the structure this power is sent to. (Structure being the customers house or building.)

Why is this important? **1)** This allows the power company OR emergency services such as Fire to have an outside source to disconnect power for the customer. **2)** Many businesses share a transformer bank for their power. If a disconnect isn't present on these buildings, many times the transformer bank must be de-energized causing all those customers to lose power just for one customer to do an inside service upgrade or even resolve electrical issues inside the building. The disconnect is designed to kill the power on that individual structure only, isolating them while other customers retain their power. This provides a safe, quick method to energize or de-energize homes and businesses.

The utility disconnect fee: There should only be a service disconnect fee if the customer has not paid their bill. This ordinance is for the benefit of the city services for safety and power reliability. Having said that, the customer installing the disconnect to their building or dwelling shouldn't have to pay a \$500.00 disconnect fee whether it's new construction or a service upgrade on a dwelling. This is why I would like to remove the verbiage of the \$500.00 disconnect fee on Council Bill No. 2023-55, Ordinance No. 3652.

STAFF REPORT

TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: December 13, 2023
SUBJECT: November 2023 Municipal Court Report

Type of Item: *Discussion*

A. Discussion Item (ID # 4720)

November 2023 Municipal Court Report

Attachments:

November Municipal Court Report 2023 (PDF)

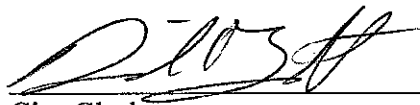
IN THE MUNICIPAL COURT OF HARRISONVILLE, MISSOURI
CASS COUNTY

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 **November 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
Municipal Court Judge

12/6/23
Date

Presented and reviewed as required by Court Operating Rule 4.29.


City Clerk

12-7-2023
Date

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

Notary

RECEIVED
DEC 07 2023
CITY OF HARRISONVILLE

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

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.

<u>I. COURT INFORMATION</u>		Municipality: Harrisonville Municipal		Reporting Period: Nov 1, 2023 - Nov 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: michelle.shaffer@courts.mo.gov		
Municipal Judge: Don Lograsso					
<u>II. MONTHLY CASELOAD INFORMATION</u>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		42	645	540	
B. Cases (citations/informations) filed		0	5	65	
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	1	4	
3. court/bench trial - NOT GUILTY		0	1	0	
4. plea of GUILTY in court		3	32	36	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	3	0	
6. dismissed by court		0	0	0	
7. <i>nolle prosequi</i>		0	4	10	
8. certified for jury trial (not heard in Municipal Division)		0	0	0	
9. TOTAL CASE DISPOSITIONS		3	41	50	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		39	609	555	
E. Trial de Novo and/or appeal applications filed		0	0	0	
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>		<u>IV. PARKING TICKETS</u>			
1. # Issued during reporting period	51	1. # Issued during period		0	
2. # Served/withdrawn during reporting period	65	☐ Court staff does not process parking tickets			
3. # Outstanding at end of reporting period	1,130				

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

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Harrisonville Municipal	Reporting Period: Nov 1, 2023 - Nov 30, 2023
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		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.	
Fines - Excess Revenue	\$3,290.00	Court Automation	\$469.00
Clerk Fee - Excess Revenue	\$336.00	Law Enf Arrest-Local	\$450.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$10.36	Total Other Disbursements	\$919.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$10,149.50
Total Excess Revenue	\$3,636.36	Bond Refunds	\$0.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements	\$10,149.50
Fines - Other	\$3,980.00		
Clerk Fee - Other	\$480.00		
Judicial Education Fund (JEF) ☒ Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$68.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$484.84		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$14.80		
Law Enforcement Training (LET) Fund surcharge	\$136.00		
Domestic Violence Shelter surcharge	\$134.50		
Inmate Prisoner Detainee Security Fund surcharge	\$136.00		
Restitution	\$160.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$5,594.14		

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