



**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
APRIL 6, 2015
7:00 PM**

- 1. Call to Order & Pledge of Allegiance**
- 2. Roll Call**
 - A. Roll Call**
- 3. Ceremonial Matters**
 - A. A Proclamation Designating May 5-7, 2015 as Shen Yun Performing Arts Days in the City of Harrisonville, Missouri**
 - B. Re-appointments of Tony Meister and Kevin Stucker to 5-Year Terms on the Board of Building and Engineering Appeals**
 - C. Re-appointments of April McLaughlin and Claudia Kauzlarich to 3-Year Terms on the Historic Preservation Commission**
- 4. Public Participation**
 - A. Public Participation**
- 5. Approval of Minutes**
 - A. Board of Aldermen - Regular Meeting - Mar 16, 2015 7:00 PM**
 - B. Board of Aldermen - Special Meeting - Mar 23, 2015 6:00 PM**
- 6. Agenda Items**

- A. Stacy Cox Memorial 5k Run
 - B. Harrrisonville Middle School 5K
 - C. Approval of Destruction of Records
 - D. Council Bill 28: A Resolution to Authorize the City Administrator to Execute a Mutual Aid Agreement for Emergency Assistance between the City of Harrisonville, Missouri, and Member Agencies of the Missouri Public Utility Alliance
 - E. Council Bill 029: A Resolution of the Board of Aldermen to Approve Change Order #5 to the Lehman Construction contract with the Highway 71/291 Partners in Progress Transportation Development District in the amount of \$19,320.37
 - F. Council Bill 030: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A RIGHTS-OF-WAY USE AGREEMENT WITH K-POWERNET, LLC
 - G. Council Bill 031: AN ORDINANCE AMENDING THE OPERATING BUDGET FOR THE CITY OF HARRISONVILLE, MISSOURI, FOR THE FISCAL YEAR JANUARY 1, 2015, THROUGH DECEMBER 31, 2015.
 - H. Council Bill 032: AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF HARRISONVILLE, MISSOURI, AND H. W. LOCHNER, INC. FOR ENGINEERING SERVICES FOR RUNWAY, TAXI LANES AND APRON AREAS AT THE LAWRENCE SMITH MEMORIAL AIRPORT.
 - I. Council Bill 033: AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF HARRISONVILLE, MISSOURI, AND H. W. LOCHNER, INC. FOR CONSTRUCTION INSPECTION SERVICES FOR IMPROVEMENTS TO RUNWAY, TAXI LANES AND APRON AREAS AT THE LAWRENCE SMITH MEMORIAL AIRPORT.
- 7. Aldermen and Committee Reports
 - 8. Report from the City Administrator
 - 9. Report from the Mayor
 - 10. Questions from the Media
 - 11. Adjourn to Executive Session
 - 12. Adjourn From Regular Session

Posted on City Hall Bulletin Board this 2nd day of April

Kim Hubbard, City Clerk

The Board of Aldermen meeting is an open meeting but is not a meeting of the public. There is a place on the agenda for comments of citizens under PUBLIC PARTICIPATION. Our rule is that comments by any individual or group shall not exceed (4) minutes. The Board of Aldermen request that concerns be initially addressed at the appropriate action level before coming to the Board of Alderman



STAFF REPORT

TO: Board of Aldermen
FROM: Sheryl Stanley, Deputy City Clerk
DATE: March 31, 2015
SUBJECT: Shen Yun Proclamation

Type of Item: *Proclamation*

A. Action Item (ID # 1804)

A Proclamation Designating May 5-7, 2015 as Shen Yun Performing Arts Days in the City of Harrisonville, Missouri

Attachments:

Falun Dafa Shen Yun Performing Days (DOC)



Shen Yun Performing Arts Days

Whereas, the **Falun Dafa Association of Kansas City** is dedicated to the revitalization of 5,000 years of genuine Chinese culture; and

Whereas, the **Falun Dafa Association of Kansas City** is devoted to promoting a higher standard of ethical and moral behavior; and

Whereas, the **Falun Dafa Association of Kansas City** is determined to preserve the very best of art, in all its forms; and

Whereas, in its endeavors to do all these, the **Falun Dafa Association of Kansas City** has brought **Shen Yun Performing Arts** to the Kansas City area nearly every year since 2008; and

Whereas, **Shen Yun Performing Arts** will perform at the Music Hall in Kansas City, Missouri on May 5th, 6th, & 7th, 2015; and

Whereas, **Shen Yun** presents a world-class production that celebrates the pure beauty, excellence and grandeur of Chinese civilization spanning 5,000 years; and

Whereas, through the universal language of dance and music, **Shen Yun** weaves stories of heavenly realms, ancient heroic legends and modern day epics; and

NOW, THEREFORE, BE IT RESOLVED THAT I, Kevin Wood, Mayor of the City of Harrisonville, do hereby recognize the **Falun Dafa Association of Kansas City** by proclaiming the days of May 5-7, 2015 as **Shen Yun Performing Arts Days** in the City of Harrisonville and join my fellow citizens in extending our best wishes for continued success in the future.

Kevin Wood, Mayor

Attachment: Falun Dafa Shen Yun Performing Arts Days (1804 : Shen Yun Proclamation)



STAFF REPORT

TO: Board of Aldermen
FROM: Sheryl Stanley, Deputy City Clerk
DATE: March 18, 2015
SUBJECT: Re-appointments to BBEA

Type of Item: *Appointment*

B. Action Item (ID # 1792)

Re-appointments of Tony Meister and Kevin Stucker to 5-Year Terms on the Board of Building and Engineering Appeals

Attachments:

Tony Meister, BBEA (DOCX)

Kevin Stucker, BBEA (DOCX)

COMMISSION

STATE OF MISSOURI)
COUNTY OF CASS)
CITY OF HARRISONVILLE)

THE CITY OF HARRISONVILLE TO ALL WHO SHALL SEE THESE PRESENTS-GREETING:

KNOW YE, that in pursuance of the Mayor and Board of Aldermen, and in pursuance of the Statute and Ordinances in such cases made and approved, and by virtue of the power and authority in us vested, we do hereby

APPOINT AND COMMISSION

Tony Meister TO THE OFFICE OF THE **Board of Building and Engineering Appeals**
And he is hereby authorized and empowered to discharge the duties of said office according to law; to have and to hold said office with all privileges and emoluments to the same of right pertaining unto him the said **Board of Building and Engineering Appeals**.

For and during the term of 5 years ending March 2020 or until his successor in said office shall be duly appointed and qualified.

IN TESTIMONY WHEREOF, we have caused this to be signed by the Mayor of the City of Harrisonville and witnessed by the Clerk of said City, and the seal of said City to be affixed hereto.

Done at Harrisonville, in said County, this 6th day of April 2015.

Mayor

ATTEST:

City Clerk

Attachment: Tony Meister, BBEA (1792 : Re-appointments to BBEA)

=====

Board of Building & Engineering Appeals

for

Tony Meister

=====

COMMISSION

STATE OF MISSOURI)
COUNTY OF CASS)
CITY OF HARRISONVILLE)

THE CITY OF HARRISONVILLE TO ALL WHO SHALL SEE THESE PRESENTS-GREETING:

KNOW YE, that in pursuance of the Mayor and Board of Aldermen, and in pursuance of the Statute and Ordinances in such cases made and approved, and by virtue of the power and authority in us vested, we do hereby

APPOINT AND COMMISSION

Kevin Stucker TO THE OFFICE OF THE **Board of Building and Engineering Appeals**
And he is hereby authorized and empowered to discharge the duties of said office according to law; to have and to hold said office with all privileges and emoluments to the same of right pertaining unto him the said **Board of Building and Engineering Appeals**.

For and during the term of 5 years ending March 2020 or until his successor in said office shall be duly appointed and qualified.

IN TESTIMONY WHEREOF, we have caused this to be signed by the Mayor of the City of Harrisonville and witnessed by the Clerk of said City, and the seal of said City to be affixed hereto.

Done at Harrisonville, in said County, this 6th day of April 2015.

Mayor

ATTEST:

City Clerk

Attachment: Kevin Stucker, BBEA (1792 : Re-appointments to BBEA)

=====

Board of Building & Engineering Appeals

for

Kevin Stucker

=====



STAFF REPORT

TO: Board of Aldermen
FROM: Sheryl Stanley, Deputy City Clerk
DATE: March 18, 2015
SUBJECT: Re-appointments to HPC

Type of Item: *Appointment*

C. Action Item (ID # 1793)

Re-appointments of April McLaughlin and Claudia Kauzlarich to 3-Year Terms on the Historic Preservation Commission

Attachments:

April McLaughlin, Historic Preservation Commission (DOCX)

Claudia Kauzlarich, Historic Preservation Commission (DOCX)

COMMISSION

STATE OF MISSOURI)
COUNTY OF CASS)
CITY OF HARRISONVILLE)

THE CITY OF HARRISONVILLE TO ALL WHO SHALL SEE THESE PRESENTS-GREETING:

KNOW YE, that in pursuance of the Mayor and Board of Aldermen, and in pursuance of the Statute and Ordinances in such cases made and approved, and by virtue of the power and authority in us vested, we do hereby

APPOINT AND COMMISSION

April McLaughlin TO THE OFFICE OF THE **Historic Preservation Commission**
And she is hereby authorized and empowered to discharge the duties of said office according to law; to have and to hold said office with all privileges and emoluments to the same of right pertaining unto her the said **Historic Preservation Commission**

For and during the term of 3 years ending May 2018 or until her successor in said office shall be duly appointed and qualified.

IN TESTIMONY WHEREOF, we have caused this to be signed by the Mayor of the City of Harrisonville and witnessed by the Clerk of said City, and the seal of said City to be affixed hereto.

Done at Harrisonville, in said County, this 6th day of April 2015.

Mayor

ATTEST:

City Clerk

Attachment: April McLaughlin, Historic Preservation Commission (1793 : Re-appointments to HPC)

=====

Historic Preservation Commission

for

April McLaughlin

=====

COMMISSION

STATE OF MISSOURI)
COUNTY OF CASS)
CITY OF HARRISONVILLE)

THE CITY OF HARRISONVILLE TO ALL WHO SHALL SEE THESE PRESENTS-GREETING:

KNOW YE, that in pursuance of the Mayor and Board of Aldermen, and in pursuance of the Statute and Ordinances in such cases made and approved, and by virtue of the power and authority in us vested, we do hereby

APPOINT AND COMMISSION

Claudia Kauzlarich TO THE OFFICE OF THE **Historic Preservation Commission**
And she is hereby authorized and empowered to discharge the duties of said office according to law; to have and to hold said office with all privileges and emoluments to the same of right pertaining unto her the said **Historic Preservation Commission**

For and during the term of 3 years, ending May 2018 or until her successor in said office shall be duly appointed and qualified.

IN TESTIMONY WHEREOF, we have caused this to be signed by the Mayor of the City of Harrisonville and witnessed by the Clerk of said City, and the seal of said City to be affixed hereto.

Done at Harrisonville, in said County, this 6th day of April 2015.

Mayor

ATTEST:

City Clerk

Attachment: Claudia Kauzlarich, Historic Preservation Commission (1793 : Re-appointments to HPC)

=====

Historic Preservation Commission

for

Claudia Kauzlarich

=====



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
MARCH 16, 2015
7:00 PM

1. **Call to Order & Pledge of Allegiance**
2. **Roll Call**

Attendee Name	Title	Status	Arrived
Bret Brown	Board Member	Present	
Bret Reece	Board Member	Present	
David Dickerson	Board Member	Absent	
Doug Meyer	Board Member	Present	
Ivan Stull	Board Member	Absent	
Marcia Milner	Board Member	Present	
Morris Coburn	Board Member	Present	
Stacey Dahlman	Board Member	Present	
Kevin Wood	Mayor	Present	

Others attending: City Administrator Keith Moody, City Attorney Jessie James, Finance Director Mike Tholen, City Clerk Kim Hubbard, Public Information Officer Sheryl Stanley, Parks & Recreation Director Chrs Deal, EMS Director Larry Francis, Public Works Director Jerry Gibbs, and Assistant Public Works Director Eric Patterson.

3. **Ceremonial Matters**
 - A. **A Service Award to Honor Eric Myler, Emergency Services, for 15 Years of Loyal Service to the City of Harrisonville**
Mayor Wood was joined by EMS Director Larry Francis to recognize Fire Captain Eric Myler for his 15 years of service with the City.
 - B. **A Service Award to Honor Larry Francis, Emergency Services, for Ten Years of Loyal Service to the City of Harrisonville**
Mayor Wood recognized EMS Director Francis for his 10 years of service with the City.
4. **Public Participation**

A. Public Participation

None.

5. Approval of Minutes**A. Board of Aldermen - Regular Meeting - Mar 2, 2015 7:00 PM**

Minutes approved.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Morris Coburn, Board Member
SECONDER:	Bret Reece, Board Member
AYES:	Brown, Reece, Meyer, Milner, Coburn, Dahlman
ABSENT:	David Dickerson, Ivan Stull

6. Agenda Items**A. A Resolution of the City of Harrisonville, Missouri to Authorize the City Administrator to Accept the Donation of Lots 2-6, Leslie Addition, from Nina Cummins.**

City Attorney James read Council Bill 023 by title only. Mayor Wood reported the donation of land from Nina Cummins was recommended for approval by the Public Works Committee.

Council Bill 023 became Resolution 016.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Marcia Milner, Board Member
SECONDER:	Stacey Dahlman, Board Member
AYES:	Brown, Reece, Meyer, Milner, Coburn, Dahlman
ABSENT:	David Dickerson, Ivan Stull

B. A Resolution Authorizing the City Administrator of the City of Harrisonville to Enter into an Agreement with Golden Valley Tractor to Purchase a Finish Mower at a Cost Not to Exceed \$20,475.00

City Attorney James read Council Bill 024 by title only. Director Deal reviewed the purchase request, the bids received and reported staff's recommendation was to accept Golden Valley Tractor's bid.

Alderman Coburn made the recommendation to amend Council Bill 024 to reflect the purchase amount of \$20,475. Alderman Meyer seconded the motion and it was approved. Alderman Reece made the motion to approve Council Bill 024 with amendment. The motion was seconded by Alderman Milner and it was approved.

Council Bill 024 became Resolution 017.

Minutes Acceptance: Minutes of Mar 16, 2015 7:00 PM (Approval of Minutes)

RESULT: ADOPTED AS AMENDED [UNANIMOUS]
MOVER: Bret Reece, Board Member
SECONDER: Marcia Milner, Board Member
AYES: Brown, Reece, Meyer, Milner, Coburn, Dahlman
ABSENT: David Dickerson, Ivan Stull

C. A Resolution Authorizing The City Administrator To Execute Change Order #2 To Par Electric for the 69KV South Tie Transmission Line Re-build & 12.5KV Lake Crossing

City Attorney James read Council Bill 025 by title only. Director Keith Thomas reviewed the change order, explained crews had hit rock.

Council Bill 025 became Resolution 018.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Morris Coburn, Board Member
SECONDER: Marcia Milner, Board Member
AYES: Brown, Reece, Meyer, Milner, Coburn, Dahlman
ABSENT: David Dickerson, Ivan Stull

D. A RESOLUTION AMENDING SECTION IV, J OF THE EMPLOYEE BENEFITS OF THE CITY OF HARRISONVILLE PERSONNEL POLICIES MANUAL, EFFECTIVE JUNE 1, 2014

City Attorney James read Council Bill 026 by title only. Mr. Moody reviewed the amendment to the employee benefits and explained this process takes place yearly and reported the employee insurance committee has reviewed and voted how the budgeted amount should be distributed.

Council bill 026 became Resolution 019.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Doug Meyer, Board Member
SECONDER: Bret Brown, Board Member
AYES: Brown, Reece, Meyer, Milner, Coburn, Dahlman
ABSENT: David Dickerson, Ivan Stull

7. Aldermen and Committee Reports

Alderman Coburn reported he had attended County Commissioners meeting and that the County would be issuing \$101,210 to the City from the County Road/Bridge Account.

Alderman Reece stated he was glad to see Director Thomas back to work and that he was looking to the summer and that he and his family would be enjoying the Harrisonville Parks System.

8. Report from the City Administrator

Mr. Moody reported he had visited the Lake Harrisonville Project and complimented Director Thomas for his hard work and the money that he had saved the City.

Mr. Moody also noted that the South Transmission Line Project was another good project.

9. Report from the Mayor

No report.

10. Questions from the Media

None.

11. Adjourn to Executive Session

Alderman Meyer moved to adjourn to Executive Session for the purpose of Section 610.021 (1), legal actions and Section 610.021 (2) Real Estate. Alderman Reece seconded the motion which was approved with the following roll call vote:

Ayes: Aldermen Meyer, Dahlman, Coburn, Milner, Reece, and Brown

Nays: None

Abstain: None

Absent: Aldermen Dickerson and Stull

The Board adjourned to Executive Session at 7:24 PM

The Board reconvened to regular session at 7:54 PM

12. Adjourn From Regular Session

Alderman Coburn motioned to adjourn the meeting. Alderman Milner seconded the motion and it was approved. The meeting adjourned at 7:55 PM.

Kevin Wood, Mayor & Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

Minutes Acceptance: Minutes of Mar 16, 2015 7:00 PM (Approval of Minutes)



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
SPECIAL MEETING
CITY HALL
MARCH 23, 2015
6:00 PM

1. Call to Order & Pledge of Allegiance

Attendee Name	Title	Status	Arrived
Bret Brown	Board Member	Absent	
Bret Reece	Board Member	Absent	
David Dickerson	Board Member	Present	
Doug Meyer	Board Member	Present	
Ivan Stull	Board Member	Present	
Marcia Milner	Board Member	Present	
Morris Coburn	Board Member	Present	
Stacey Dahlman	Board Member	Late	6:23 PM
Kevin Wood	Mayor	Present	

Others Present: City Administrator Keith Moody, Finance Director Mike Tholen, Public Works Director Jerry Gibbs, Assistant Public Works Director Eric Patterson, Public Information Officer Sheryl Stanley and City Clerk Kim Hubbard.

2. Agenda Items

A. A Public Hearing Regarding the City's Submission of a Community Development Block Grant Application to Construct the Historic Downtown Entryway

The Public Hearing regarding the City's Submission of a Community Development Block Grant (CDBG) Application to Construct the Historic Downtown Entryway was opened.

Mr. Moody reported that Mr. Freeland and Mr. Beck (both present) are planning to renovate the old Magnavox Building into an events center. They approached the City with the opportunity of donating land which would be utilized for parking. The donation would give the City the opportunity to enhance the entryway to the downtown and with the land donation would give the City leverage for a CDBG. Mr. Moody explained by applying for CDBG funds the City is required to submit its own letter of commitment to its share of funding which would need the board's approval:

\$30,000 in kind donations (i.e., employee labor in site preparation, relocating utilities, finish work, etc.)

\$50,000 Land donation (the 2 lots being donated as the location of parking facility)

\$30,000 Mechanic Street improvements (value of improvements adjacent to the project location)

\$30,000 Financial contribution (city matching funds)

It was noted the \$30,000 out of pocket expense of the \$140,000 local contribution would come from the general fund reserves.

Mr. Moody reviewed some ideas of creating an entry to the downtown and that a preliminary engineering report is required and City engineer Ted Martin is assisting with this report.

There was discussion on the blight of the area, handicap parking and different uses that the parking lot could be used for.

Alderman Dahlman arrived (6:23pm)

It was noted that if the grant application was not approved the City would not be committed to the project. Mr. Moody introduced Molly McGovern and announced she would be going through a list of questions/needs assessment with the audience like she had done for a previous CDBG application.

Ms. McGovern went through the needs assessment in which the audience rated the need of the City from 1 to 5, with 1 being poor and 5 being exceptional.

There were no questions or opposition from the audience. The public hearing closed at 6:48pm

B. A Resolution Authorizing the City Administrator to Pledge Certain Funds and Amounts in Applying for a Community Development Block Grant to Construct the Historic Downtown Entryway and Parking Pavilion

Mayor Wood read Council Bill 027 by title only. There were no questions.

Council Bill 027 became Resolution 020.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Marcia Milner, Board Member
SECONDER:	Ivan Stull, Board Member
AYES:	Dickerson, Meyer, Stull, Milner, Coburn, Dahlman
ABSENT:	Bret Brown, Bret Reece

3. Adjourn to Executive Session

No executive session.

4. Adjourn From Regular Session

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

Kevin Wood, Mayor & Ex-Officio
Chairman of the Board of Aldermen

Minutes Acceptance: Minutes of Mar 23, 2015 6:00 PM (Approval of Minutes)

Special Meeting

Monday, March 23, 2015

6:00 PM

ATTEST:

Kim Hubbard, City Clerk

Minutes Acceptance: Minutes of Mar 23, 2015 6:00 PM (Approval of Minutes)



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: March 30, 2015
SUBJECT: Stacy Cox Memorial 5k Run

Type of Item: *Approval*

Issue: Stacy Cox Memorial Scholarship Fund 5K Run Event scheduled for May 9, 2015 from 8:00 am to 10:00 am.

Background: The applicant, Terry Cox has requested a special event permit to host a 5K run in Harrisonville. This is the fifth year for this event with no noted complaints or concerns with last year's event. This event will again be a fundraiser for the Stacy Cox Memorial Scholarship. The Police Department will attempt to provide a police escort for the event. A marked patrol unit if not busy, from on duty personnel, will lead the runners during this event. According to the applicant registration will begin at the Harrisonville High School at 7:30 am with the first wave of runners to start at approximately 8:00 am. The proposed route is as follows: south from the high school on Price Street to Elm Street, west on Elm Street to North Halsey Street, north on North Halsey to Ash Street, west on Ash Street to Sunny Swim Drive, north on Sunny Swim Drive to Sandy Links Lane, Sandy Links Lane to the 3rd shelter house. The participants will follow the same route, in reverse, back to the High School. Please see attached route map of the event. There is no cost for the requested City services and the required insurance will again be provided by the Harrisonville Rotary Club.

Recommendation: With no noted complaints or concerns associated with last year's event I would recommend approval for this event as long as all state laws and city ordinances are followed.

A. Action Item (ID # 1803)

Stacy Cox Memorial 5k Run

Attachments:

S. Cox Memorial Run Permit -15 (PDF)

SPECIAL EVENTS APPLICATION

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

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

1. Organizations: Stacy Cox Memorial Kien 5th Annual
2. Name of Applicant: Larry Cox
 Address: 13606 E 264th St.
 Phone: Peculiar Cell: 816-392-3258
3. Purpose of Event: Raise money for Scholarship
4. Proposed date(s) and time(s) of Event: May 9, 2015 8:00 AM
5. Location(s) where event will be held: Start Harrisonville High School
6. Anticipated crowd size: 60
7. City services requested: (Please check all that apply) Provide detailed letter for these requests.
☐ Electricity ☐ Police Protection ☐ Traffic Control ☐ Ambulance Standby
☐ Cones ☐ Barricades ☐ Street or parking lot clean up
8. Any additional information: Last year Police escort to start race so whatever works for you.
Harrisonville Rotary Club will provide Insurance for the event.

APPROVED this _____ day of _____, 20____.

Chief of Police

City Clerk

Attachment: S. Cox Memorial Run Permit -15 (1803 : Stacy Cox Memorial 5k Run)



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: April 2, 2015
SUBJECT: Harrrisonville Middle School 5K

Type of Item: *Approval*

Issue: Harrisonville Middle School Physical Education Dept.-5K Walk/Run Event scheduled for May 20, 2015 from 7:30 am to 11:30 am.

Background: The applicant, Amy Schloss, of the Harrisonville Middle School Physical Education Department has requested an event permit to host a 5K walk/run in Harrisonville. This is the third time for this event in Harrisonville with no noted complaints or concerns. The requested event is scheduled as a fundraiser for the Physical Education Department. This year's event will take place mostly within City Park but will need to utilize part of Ash Street to complete the event. The applicant is requesting the closure of Ash Street from Bradley Street to North Lexington Street from 8:00 am until 10:00 am. The street department can drop off the necessary barricade and Officer Nichols, Middle School SRO, can conduct the closure when needed. There is no cost for the requested City services and the required insurance coverage will be submitted upon approval of this event permit.

Recommendation: With no noted complaints or concerns associated with previous events I would recommend approval for this event as long as all state laws, city ordinances and city recommendations are complied with.

B. Action Item (ID # 1810)

Harrisonville Middle School 5K

Attachments:

HMS 5K 2015(PDF)

SPECIAL EVENTS APPLICATION

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

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

1. Organization: Harrisonville Middle School
2. Name of Applicant: Amy Schloss
 Address: 601 S Highland Dr Harrisonville, MO 64701
 Phone: 816 380 7654 ext 5843 Cell: 816 651 1331
3. Purpose of Event: 5K - raise money for technology and PE equipment
4. Proposed date(s) and time(s) of Event: May 20th, 2015 730am-1130am
5. Location(s) where event will be held: City Park and part of Ash St. that will be blocked off by our School Resourse Officer
6. Anticipated crowd size: School body plus 40 community members (approx 650 or less
7. City services requested: (Please check all that apply) Provide detailed letter for these requests.
☐ Electricity ☐ Police Protection ☐ Traffic Control ☐ Ambulance Standby
☐ Cones ☐ Barricades ☐ Street or parking lot clean up
8. Any additional information: We have already submitted a request through Parks and Rec. Thanks!

APPROVED this _____ day of _____, 20 ____.

Chief of Police

City Clerk

Attachment: HMS 5K 2015 (1810 : Harrisonville Middle School 5K)

Harrisonville Parade Rules & Regulations

1. Entrants must observe all applicable rules and regulations and follow instructions from police and parade officials or be barred from the parade. The Harrisonville Police Department reserves the right to remove any entrant from the parade either prior to or any time during the parade.
2. No Parade participant may throw candy or any other item to Parade spectators. **Any entry with participants throwing items will be removed from the Parade by the Parade applicant/director and/or the Harrisonville Police Dept. Walkers may hand items to spectators only. There will be no exceptions to this rule.**
3. Tractors, trucks and other tow vehicles must be clean, attractive and quiet running vehicles.
4. No entry will be allowed that conveys any obscene message.
5. **No one will get on or off a float or entry once it has started down the parade route.**
6. All entries having music or sound amplifying systems shall maintain a volume that will not interfere with other entries, especially those with animals. If a unit is informed by the Police that the noise generated by their unit is too loud; they shall immediately turn the volume down or take other steps identified by the parade applicant/director or the Police.
7. Drivers of any and all vehicles in the parade areas must possess a valid driver's license, be at least 18 years old, and possess all liability vehicle insurance. The driver will remain seated in the driver's seat for the duration of the parade. Entries (lawn mowers, mini bikes, mopeds, go-carts, etc.) with younger drivers require written approval by the Chief of Police at least 24 hours prior to the event.
8. All pets in the Parade must be kept on leashes and held by someone strong enough to manage them. Animals participating in the Parade must be kept under control. If you cannot control your animal or its presence presents any safety issue, please leave the Parade area with your animal rather than risk a problem.
9. Entries involving animals of any kind must provide their own clean-up, or "pooper scooper" immediately following their entry.
10. Participants on bicycles, scooters, skates, skateboards, etc. must wear a helmet and proper safety equipment.
11. Floats must have proper safety chains to connect the float to the tow vehicle.
12. Support vehicles for marching units will not be allowed in the parade.
13. All vehicular entries shall proceed at a safe and appropriate speed, shall maintain a safe distance from spectators and shall not weave from side to side.
14. Parade units that stop along the parade route due to a mechanical malfunction may be removed from the parade.
15. All participants, in consideration of participation in this event, agree to indemnify, hold harmless and release the City of Harrisonville, its agents and employees, from any and all liability for any injury or damage which may arise out of or in any way be connected with participation in the Parade.

ARTICLE II. PERMITS

SECTION 397.070: PERMIT REQUIRED

No person shall engage in, participate in, aid, form or start any procession or event, unless a parade permit shall have been obtained from the Board of Aldermen.

SECTION 397.080: APPLICATION -- REQUIRED

A person seeking issuance of a procession or event permit shall file an application with the City Clerk on forms provided by such officer.

SECTION 397.090: APPLICATION -- FILING PERIOD

An application for a procession or event permit shall be filed not less than seven (7) days prior to a meeting of the Board of Aldermen. Such meeting shall be at least twenty (20) days prior to the proposed date of the parade to allow the Board to further investigate the matter as necessary. (CC 1977 §23-103; Ord. No. 972 §4, 4-19-72)

SECTION 397.100: APPLICATION -- CONTENTS

The application for a procession or event permit shall set forth the following information as applicable:

1. The name, address and telephone number of the person seeking to conduct such parade;
2. Purpose of event;
3. If the procession or event is proposed to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization and of the authorized and responsible heads of such organization;
4. The name, address and telephone number of the person who will be the parade chairman and who will be responsible for its conduct;
5. The date when the parade is to be conducted;
6. The route to be traveled, the starting point and the termination point;
7. The approximate number of persons who, and animals and vehicles which, will constitute such parade, the type of animals and descriptions of the vehicles;

9. A statement as to whether the procession or event will occupy all or only a portion of the width of the streets proposed to be traversed;
10. The location by streets of any assembly areas for such parade;
11. The time at which units of the parade will begin to assemble at any such assembly areas;
12. The interval of space to be maintained between units of such parade;
13. If the procession or event is designed to be held by, and on behalf of or for, any person other than the applicant, the applicant for such permit shall file with the City Clerk a communication in writing from the person proposing to hold the procession or event, authorizing the applicant to apply for the permit on his/her behalf;
14. Location at which the event will be held; and
15. Any additional information which the Board of Aldermen shall find reasonably necessary to a fair determination as to whether a permit should be issued. (CC 1977 §23-104; Ord. No. 972 §4, 4-19-72)

SECTION 397.110: STANDARDS FOR ISSUANCE

The Board of Aldermen shall issue a permit as provided for hereunder when, from a consideration of the application and from such other information as may otherwise be obtained, they find that:

1. The conduct of the procession or event will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route;
2. The conduct of the procession or event will not require the diversion of so great a number of Police Officers of the City to properly Police the line of movement and the areas contiguous thereto as to prevent normal Police protection to the City;
3. The concentration of persons, animals and vehicles at assembly points of the procession or event will not unduly interfere with proper fire and Police protection of, or ambulance service to, areas contiguous to such assembly areas;
4. The conduct of such procession or event will not interfere with the movement of fire-fighting equipment enroute to a fire;
5. The conduct of the procession or event is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance;

6. The procession or event is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays enroute;

7. The procession or event is not to be held for the sole purpose of advertising any product, goods or event, and is not designed to be held purely for private profit. (CC 1977 §23-105; Ord. No. 972 §5, 4-19-72)

SECTION 397.120: ALTERNATIVE PERMIT

The Board of Aldermen, in denying an application for a procession or event permit, shall be empowered to authorize the conduct of a procession or event on a date, at a time, or over a route different from that named by the applicant. An applicant desiring to accept an alternate permit shall, within five (5) days after notice of the action of the Board of Aldermen, file a written notice of acceptance with the City Clerk. An alternate procession or event permit shall conform to the requirements of and shall have the effect of a procession or event permit under this Article. (CC 1977 §23-107; Ord. No. 972 §7, 4-19-72)

SECTION 397.130: COMPLIANCE

An applicant for a procession or event permit shall comply with all permit directions and conditions and with all applicable laws and ordinances. (CC 1977 §23-109; Ord. No. 972 §9, 4-19-72)

SECTION 397.140: POSSESSION

The procession or event chairman or other person heading or leading such activity shall carry the procession or event permit upon his/her person during the conduct of the procession or event and be present. (CC 1977 §23-110; Ord. No. 972 §9, 4-19-72)

SECTION 397.150: REVOCATION

The City shall have the authority to revoke a procession or event permit issued pursuant to this Article upon its' determination that the procession or event does not conform with the procession or event permit. (CC 1977 §23-111; Ord. No. 972 §11, 4-19-72)

SECTION 397.160: RESTRICTIONS/REQUIREMENTS

A. Event organizers must provide proof of liability insurance in the amount of one million dollars (\$1,000,000.00) to the City Clerk at least fifteen (15) days prior to the event date. Failure to meet this requirement shall make the permit null and void.

B. Restrooms and trash receptacles shall be provided. Trash disposal is the responsibility of event organizers.

C. *Food Vendors.*

1. Only fires within an apparatus manufactured for the purpose in which it is being used shall be permitted in booths.
2. Each food vendor will remove all used cooking grease from event premises and dispose of it appropriately.
3. All food vendors cooking, heating or otherwise utilizing any source of heat must have at least one (1) dry chemical fire extinguisher in booth area at all times.
4. Only UL approved heavy gauge extension cords rated for outside use can be used in event booths.
5. Booth participants are responsible for daily cleanup of their areas. (CC 1977 §23-116; Ord. No. 2338 §1, 2-3-97; Ord. No. 2424 §3, 9-8-97)



STAFF REPORT

TO: Board of Aldermen
FROM: Kim Hubbard, City Clerk
DATE: April 2, 2015
SUBJECT: Approval of Destruction of Records

Type of Item: *Approval*

I am requesting the Board of Aldermen's approval for the annual destruction of records for the following departments: Administration, Finance, and Utilities. The departments follow the State of Missouri Secretary of State's retention guidelines for this determination; in a few instances we keep some records longer than the State's recommended requirements.

Open records and non-confidential records will be recycled as part of our paper recycling program in the City's paper recycling dumpster. Other records that have confidential information will be shredded which can be done in house.

Attached are the requested records to be destroyed.

C. Action Item (ID # 1811)

Approval of Destruction of Records

Attachments:

2015 Destruction of Records Requested (PDF)

City of Harrisonville

Finance Department - Utilities

Memo

To: Kim Hubbard
From: Tammy Jonas & Caroline Vaughn
CC: Mike Tholen
Date: 3/2/2015
Re: Authorization request for records destruction for the year ending 2014

I am formally requesting the Board of Alderman's approval for the annual destruction of finance department utility records for the year ending 2014. The finance department follows the State of Missouri Secretary of State's retention guidelines for this determination; in a few instances we keep some records longer than the State's recommended requirements. Open records and non confidential records will be recycled as part of our paper recycling program in the City's paper recycling dumpster. Other records that have any confidential information will be shredded. This shredding can be done in house. Listed below are the requested records to be destroyed and the method of destruction.

TYPE OF RECORD	DATE
PAYMENT AGREEMENTS	2009 & prior
FISH AND BOAT STICKERS SOLD	2009 & prior
GARAGE SALE RECORDS	2009 & prior
BILL CALCULATIONS	2009 & prior
DETAILED ROUTE REPORTS	
ROUTE TIMES REPORT	
TROUBLE CODES	
SPECIAL MESSAGES	
UTILITY PAYMENT RECORDS	
UTILITY SERVICE ORDERS	
UTILITY METER TICKETS	
UTILITY REREAD TICKETS	
COLLECTION LETTERS	2009 & prior

Attachment: 2015 Destruction of Records Requested (1811 : Approval of Destruction of Records)

City of Harrisonville

Finance Department

Memo

To: Kim Hubbard
From: Debbie Goss
CC: Mike Tholen
Date: 2/25/2015
Re: Authorization request for records destruction for the year ending 2014

I am formally requesting the Board of Alderman's approval for the annual destruction of finance department records for the year ending 2014. The finance department follows the State of Missouri Secretary of State's retention guidelines for this determination; in a few instances we keep some records longer than the State's recommended requirements. Open records and non confidential records will be recycled as part of our paper recycling program in the City's paper recycling dumpster. Other records that have any confidential information will be shredded. This shredding can be done in house. Listed below are the requested records to be destroyed and the method of destruction.

TYPE OF RECORD	DATE	Retention Source	Method
ACCOUNTS PAYABLE RECORDS (with exception of TDD A/P records must keep 10 years)	2011 & prior	(GS007)	NS
PETTY CASH RECORDS	2011 & prior	(0741 & GS 070)	NS
BANK RECORDS: DEPOSIT SLIPS & COPIES OF RETURNED ITEMS-PLEDGE REPORTS	2011 & prior	(GS 010)	NS
MATURED INVESTMENTS INVESTMENT BALANCING	2011 & prior	(0709)	NS
MUNICIPAL COURT BANK RECONCILIATIONS	2009 & prior	(PER CM)	S
AIRPORT HANGAR RECEIPTS	2013 & prior	(GS 008)	S
MISC AIRPORT RECEIPTS	2013 & prior	(GS 008)	NS
AIRPORT FUEL RECEIPTS	2013 & prior	(GS 008)	S
NON RECORDS:	2011 & prior	(PER MT-COA)	NS
PREPAID INSURANCE WORKPAPERS, MONTHLY TRANSFERS, REVENUE REPORT FOR ELE FRANCHISE FEE, M & M, EMS & COMMUNITY CENTER BALANCING, INTEREST ALLOCATION, ELE READINGS AIRPORT, AUDIT & CAFR WORKPAPERS (KEEP AUDIT ADJUSTING ENTRIES PERMANENTLY)			

2015

Record	Retention Period (Yrs)	Destroy Through	RS	DM
<u>General Administrative Records</u>				
BOA and Committee Packets	2 yrs if retained permanently elsewhere	2012	GS021	NS
Budget Work Papers	After completion of audit plus 2 years	2012	GS004	NS
Phone Message Books	1 year	2013	GS016	NS
Outgoing Ltrs/Memos/Faxes	2 yrs or no longer needed	2012	GS012 & 0016	NS
Weekly Wrap Ups	After Completion of Audit plus 2 yrs	2011	GS076 & 0016	NS
Travel/Training	After completion of Audit plus 1 year	2013	GS070	S
Contracts-Construction & CIP	Retain 10 yrs. after substantial Completion	2003	GS060	NS
Other contracts/agreements	Retain 3 years after expiration	2003	GS060	S
Contractor Licenses	Until inactive plus 2 yrs Includes rejected applications	2012	GS050	S
Liquor Licenses	Retain 2years after expiration or inactive for	2012	GS050	S
Work Orders	3 years after final disposition	2011	GS049	NS
Requests for Information	3 years after disposition	2010	GS050	S
Block Party Permits	2 years after expiration	2012	GS050	NS

Attachment: 2015 Destruction of Records Requested (1811 : Approval of Destruction of Records)



STAFF REPORT

TO: Board of Aldermen
FROM: Keith Thomas, Director
DATE: March 19, 2015
SUBJECT: MPUA Mutual Aid Agreement Updated

Type of Item: *Agreement*

The Missouri Public Utility Alliance Mutual Aid Program, sponsored by the Missouri Association of Municipal Utilities, is needed for agencies that respond to the call of others municipalities requesting assistance.

The City of Harrisonville has participated in the MPUA Mutual Aid Program effective March 17th, 2014, Resolution 013-14/Council Bill 016.

In order to be compliant with revised MPUA Mutual Aid Program a new resolution must be passed.

The revised MPUA Mutual Aid Program reflects minor changes by adding the state of Arkansas to its program.

Council Bill No. 28

Resolution No.

A Resolution to Authorize the City Administrator to Execute a Mutual Aid Agreement for Emergency Assistance between the City of Harrisonville, Missouri, and Member Agencies of the Missouri Public Utility Alliance

WHEREAS, the City of Harrisonville is a member of the Missouri Public Utility Alliance (MPUA), and,

WHEREAS, the Missouri Public Utility Alliance and its members determined a need existed for Missouri and Arkansas cities to offer assistance to each other in the event of an emergency that affects the operation of their utility, and

WHEREAS, participation in this program is required for the city to attain its RP3 award,

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

Section 1: That the City Administrator of the City of Harrisonville is hereby authorized and directed to execute a mutual aid agreement for emergency assistance with member agencies of the Missouri Public Utility Alliance.

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

READ and DULY PASSED by the Board of Aldermen and APPROVED by the Mayor of the City of Harrisonville, Missouri, this 6th day of April, 2015.

Kevin W. Wood, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 6th day of April 2015

MPUA Mutual Aid Program Agreement

Name of Utility: _____

Address: _____

City, State & Zip Code: _____

Utility Contact: _____

Power Plant Operator: _____

Telephone #: _____

24-Hour #: _____

Cellular Phone #: _____

Facsimile #: _____

Other Phone #: _____

For emergency assistance from our utility, contact the following employees in the order listed:

1.

Employee Name

Home Phone

Office Phone

Cellular Phone

2.

Employee Name

Home Phone

Office Phone

Cellular Phone

3.

Employee Name

Home Phone

Office Phone

Cellular Phone

4.

Employee Name

Home Phone

Office Phone

Cellular Phone

The City is responsible for maintaining accurate information. MPUA should be promptly notified of any changes to the information contained in this Agreement.

MPUA Mutual Aid Program Agreement

Are there special provisions affecting overtime hours worked by your employees? Yes _____ No _____

Please describe those terms: _____

This Agreement shall become effective upon its execution and shall remain in full force until or unless a thirty (30) day written notice of withdrawal is given. This Agreement may be terminated at any time by either the City or MPUA by providing thirty (30) days written notice.

The City understands that materials, equipment and labor provided by our utility in assisting another municipal utility will be billed in accordance with the charges specified in the MPUA Mutual Aid Program Manual, and we agree to pay such charges for any assistance to our City by other municipal utilities.

The City agrees and states that we read the MPUA Mutual Aid Program Manual and agree to all terms and conditions contained therein.

The executor of this document states they have the necessary City authority to bind the City named herewith, and that all proper City approval/s to enter into this agreement have been granted and/or approved.

City of _____, Missouri

Signed by: _____ Attest: _____

Title: _____ Title: _____

Date: _____ Date: _____



STAFF REPORT

TO: Board of Aldermen
FROM: Jerry Gibbs, Director
DATE: April 1, 2015
SUBJECT: HIGHWAY 291 J4P1475 CHANGE ORDER

Type of Item: *Change Order*

Background:

Lehman Construction was awarded the contract to complete the 291 Highway Project for \$13,729,930.04. The Partners in Progress TDD is responsible for all contract change orders. A term in the Phase 2 funding agreement between the TDD and City specifies the city will have an opportunity to review and approve all Phase 1 change orders that occur subsequent to the agreement. The agreement is contingent upon the TDD's election to extend the term of the TDD which is still pending.

Review:

The water and sewer portion of the contract is now complete by the contractor. MODOT is required to account for all quantity changes in the contract. Change order #5 for \$19,320.37 represents the final installed water and sewer quantities. It is an increase as the installed quantities were greater than the bid quantities. This amount will be paid for by the TDD and will add to the amount of the advancing (loan) from the City. The current advance amount including change orders 1 through 5 stands at \$1,122,750 (the advance limit is \$1.5 million). Staff is recommending approval of the change order.

Council Bill No. 029

Resolution No.

**A Resolution of the Board of Aldermen to Approve Change Order #5 to the Lehman
Construction contract with the Highway 71/291 Partners in Progress
Transportation Development District in the amount of \$19,320.37**

WHEREAS, the final installed water and sewer quantities by Lehman Construction exceeded their bid by \$19,320.37, and

WHEREAS, this amount will be paid by the Hwy. 71/291 Partners in Progress Transportation Development District, and

WHEREAS, the City, in Ordinance 3303 (05-15), adopted Feb. 17, 2015, has reserved for itself the right to review and approve any change orders which will be part of the amount advanced to the TDD, up to a limit of \$1.5 million, and

WHEREAS, the current advance amount, including Change Order Nos. 1 through 5, totals \$1,122,750,

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

Section 1: That the Board of Aldermen hereby approves Change Order #5 to the Lehman Construction contract with the Highway 71/291 Partners in Progress Transportation Development District in the amount of \$19,320.37

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

PASSED AND RESOLVED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Harrisonville, Missouri, this 6th day of April 2015

Kevin W. Wood, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 6th day of April 2015

CHANGE ORDER

Date: March 23, 2015
Page 1 of 2

TO 0011540 Lehman Construction, LLC Contractor

YOU ARE HEREBY DIRECTED TO MAKE THE FOLLOWING CHANGES FROM THE CONTRACT:

form revised 20110901 cog8

Change Order No. 005
Contract ID 140523-C06
Federal Project No. I-71-4(120)
Route 49
County Cass
Change Order Type
Federal Oversight Yes

ESTIMATE OF COST OF WORK AFFECTED BY THIS CHANGE ORDER

PROJECT NUMBER	LINE ITEM NUMBER	ITEM CODE	CATEGORY NUMBER	DESCRIPTION	UNITS	UNITS PREVIOUSLY PROVIDED FOR	UNITS TO BE CONSTRUCTED	UNITS OVERRUN, UNDERRUN, CONTINGENT	CONTRACT OR AGREED UNIT PRICE	AMOUNT OF OVERRUN OR PLUS CONTINGENT	AMOUNT UNDERRI OR MINU CONTINGI
J4P1475	2580	6039902	0050	WATER HYDRANT ASSEMBLY	EA	8.000	9.000	1.000	\$5,992.86000	\$5,992.86	
	2610	6039902	0050	WATER WATER METER PIT	EA	12.000	16.000	4.000	\$2,266.30000	\$9,065.20	
	2660	6039903	0050	WATER WATER SERVICE LINE	LF	865.000	982.000	117.000	\$36.43000	\$4,262.31	
SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:										\$19,320.37	

CONTRACT AMOUNT \$13,686,266.48
OVERRUN THIS ORDER \$0.00
OVERRUN PREVIOUS ORDERS \$43,663.56
TOTAL OVERRUN TO DATE \$43,663.56
TOTAL \$13,729,930.04

Signatures required on first page only.

THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO:

0011540 Lehman Construction, LLC
CONTRACTOR

By _____ Date _____

Print Name _____

Attachment: Change Order No 5 Water Quantities (1808 : HIGHWAY 291 J4P1475 CHANGE ORDER)

Change Order Reasons

6.E.a

Line Item Number	Reason Code	Description and Reason for Change
---------------------	----------------	-----------------------------------

Attachment: Change Order No 5 Water Quantities (1808 : HIGHWAY 291 J4P1475 CHANGE ORDER)



STAFF REPORT

TO: Board of Aldermen
FROM: Jerry Gibbs, Director
DATE: April 2, 2015
SUBJECT: USE OF RIGHT OF WAY CONSENT

Type of Item: *Agreement*

Background

Any company organized under Section 392.010 to 392.170 of the Missouri Revised Statutes has the right to construct telephone lines and facilities across or under public roads, streets and waters of the State of Missouri, subject to control of the proper municipal authorities as to what grounds, streets, alleys or highways said lines shall run over or across, and the place the poles to support the wires are located. K-Powernet (KaMo) is authorized by the Public Service Commission of the State of Missouri to provide telephone and telecommunications services throughout Missouri. MOREnet (Missouri Research and Education Network) provides Internet connectivity, access to Internet2, technical services, resources and support, as well as technical training to Missouri's public sector entities, including K-12 schools, colleges and universities, public libraries, health care, government and other affiliated organizations.

The Harrisonville School District has contracted with MOREnet to provide internet service to the School's Administration Building. MOREnet in return has a contract with K-Powernet to install the fiber from Peculiar to the Admin Building.

Issue

K-Powernet has requested an excavation permit to install fiber from I-29 along Mechanic to Oakland; Oakland to Washington and Washington to the Admin Building. City ordinance requires K-Powernet needs to be given consent to locate within the City's right of way by the Board of Alderman. The City is only allowed to charge the cost of staff time to process the application.

The previous consent form used by the city was not current. The K-Powernet agreement has been reviewed by legal staff for compliance. Staff recommends approval.

Council Bill No. 030**Ordinance No.****AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A RIGHTS-OF-WAY USE AGREEMENT WITH K-POWERNET, LLC**

WHEREAS, K-Powernet, LLC has requested consent from the City authorizing the use of the City Rights-of-Way to construct, install, maintain, and operate facilities for communications or related capabilities; and

WHEREAS, Missouri law provides conditions relating to the City's consent to, and authorizes the City regulation of the use and occupancy of Rights-of-Way for placement of communications facilities; and

WHEREAS, the City is authorized to and has established standards for occupancy of the Rights-of-Way by communications facilities and other uses that are consistent with and recognize the Public Service Commission's duties and jurisdiction; and

WHEREAS, the City and K-Powernet, LLC desire to enter into a Rights-of-Way Use Agreement; and

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

Section 1: The Mayor is hereby authorized to execute the attached Rights-of-Way Use Agreement in substantially the form of Exhibit A, attached hereto and incorporated herein by this reference, with K-Powernet, LLC ("Licensee").

Section 2: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Vote taken as follows:

Ayes:

Nays:

Absent:

Abstain:

Read two times by title only on the 6th day of April 2015 and passed by the Board of Aldermen this 6th day of April 2015

Kevin W. Wood, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 6th day of April 2015

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A
RIGHTS-OF-WAY USE AGREEMENT WITH K-POWERNET, LLC**

WHEREAS, K-PowerNet, LLC has requested consent from the City authorizing the use of the City Rights-of-Way to construct, install, maintain, and operate facilities for communications or related capabilities; and

WHEREAS, Missouri law provides conditions relating to the City's consent to, and authorizes the City regulation of the use and occupancy of Rights-of-Way for placement of communications facilities; and

WHEREAS, the City is authorized to and has established standards for occupancy of the Rights-of-Way by communications facilities and other uses that are consistent with and recognize the Public Service Commission's duties and jurisdiction; and

WHEREAS, the City and K-PowerNet, LLC desire to enter into a Rights-of-Way Use Agreement; and

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

Section 1: The Mayor is hereby authorized to execute the attached Rights-of-Way Use Agreement in substantially the form of Exhibit A, attached hereto and incorporated herein by this reference, with K-PowerNet, LLC ("Licensee").

Section 2: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

This Bill was passed and approved this ____ day of _____, 2015, by the Board of Aldermen of the City of Harrisonville, Missouri, after having been read by title or in full two times prior to passage.

Presiding Officer

KEVIN W. WOOD, MAYOR

ATTEST:

City Clerk

City Clerk

RIGHTS-OF-WAY USE AGREEMENT FOR COMMUNICATIONS FACILITIES

THIS RIGHTS-OF-WAY USE AGREEMENT FOR COMMUNICATIONS FACILITIES ("Agreement") is made and entered into as of the "Effective Date" (as defined in Section 11.1), by and between, K-PowerNet, LLC, an Oklahoma Limited Liability Company (the "Licensee"), and the City of Harrisonville, Missouri, a municipality of the State of Missouri (the "City"). Licensee and City may sometimes be referred to in this Agreement individually as a "party" or collectively as the "parties."

WHEREAS, Licensee has requested consent from the City authorizing the use of the City Rights-of-Way to construct, install, maintain, and operate facilities for communications or related capabilities; and

WHEREAS, Missouri law provides conditions relating to the City's consent to, and authorizes the City regulation of the use and occupancy of Rights-of-Way for placement of a communications Facilities; and

WHEREAS, the City is authorized to and has established standards for occupancy of the Rights-of-Way by communications facilities and other uses that are consistent with and recognize the Public Service Commission's duties and jurisdiction; and

WHEREAS, the City and Licensee desire to enter into this Agreement, to establish the terms of Licensee's use of the Rights-of-Way, and to incorporate the provisions of the ROW Code (as defined in Section 1.2); and

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

SECTION 1. GENERAL

1.1 Preservation of Police Power Authority. Any rights granted to Licensee pursuant to this Agreement are subject to the authority of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public.

1.2 Defined Terms. For purposes of this Agreement, the capitalized terms shall have the meanings as set forth in the Municipal Code of the City, **Chapter 530**, and as may be amended (the "Code" or "ROW Code"). For purposes of this Agreement, the following additional capitalized terms shall have the definitions set forth in this Section 1.2. Words used in the present tense include the future tense, words in the single number include the plural number, and words in the plural number include the singular. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

A. **"Communications"** The transmission via the Facilities, in whole or in part, between or among points specified by the user, of information of the user's choosing (e.g., data, video, voice), without change in the form or content of the information as sent and

received, regardless of the statutory or regulatory scheme to which such transmissions may be subject.

B. **“Communications Service”** The transmission via Facilities, in whole or in part, of any writings, signs, signals, pictures, sounds or other forms of intelligence through wire, wireless or other means, including, but not limited to, any "telecommunications service," "enhanced service," "information service," or "Internet service," as such terms are now, or may in the future be, defined under federal law, and including all instrumentalities, Facilities, apparatus (Communications Facilities), and services (among other things, the receipt, forwarding, and delivery of telecommunications) incidental to or designed to directly or indirectly facilitate or accept such transmission and shall also include “video services” as defined in § 67.2677 RSMo., unless the Licensee has obtained a franchise from the City to provide video services with the City. The term “Communications Service” does not include the rental of conduit or physical facilities.

1.3 Agreement Subject to Provisions of ROW Code. This Agreement fully incorporates the provisions of the ROW Code as if fully set forth herein, and Licensee agrees as a part of this Agreement to abide by the provisions of such Code and other applicable ordinances of the City as a ROW User, and to be subject to the enforcement by the City as provided therein and in this Agreement as a material term herein. This Agreement may establish Licensee obligations that are supplementary to the ROW Code, and but nothing in this Agreement shall be deemed to waive any obligation or requirement applicable to Licensee authorized or established by the ROW Code. The consent to use the Rights-of-Way authorized by this Agreement is subject to the continuing accuracy during the term of this Agreement of the application information provided by and maintained by Licensee for this authorization as provided to and on file with the City.

SECTION 2. GRANT OF AUTHORITY TO USE THE RIGHTS-OF-WAY

2.1 Agreements Non-Exclusive. This Agreement shall grant nonexclusive privileges to use the Rights-of-Way. The City specifically reserves the right to grant, at any time, such additional agreements or other rights to use the Rights-of-Way for any purpose and to any other person, including itself, as it deems appropriate, subject to applicable federal and state law.

2.2 Nature of Rights Granted by this Agreement. This Agreement shall not convey title to Licensee, equitable or legal, in the Rights-of-Way, and gives only the right to occupy Rights-of-Way, for the purposes and for the period stated in this Agreement and subject to the requirements of this Agreement. This Agreement also shall not grant the right to use Facilities owned or controlled by the City or a third-party, without the separate consent of the City or such third-party owning or controlling the Facilities, nor shall it excuse Licensee from obtaining appropriate access or pole attachment agreements before locating on Facilities controlled or owned by the City or a third party.

2.3 Grant. Subject to the terms and conditions of this Agreement, the ROW Code and the conditions set forth on Exhibit A attached to and incorporated by reference into this Agreement, Licensee is hereby granted the nonexclusive right and privilege to construct, operate,

and maintain Facilities in, through and along the City's right-of-way and utility easements for the purposes of supplying **Communications Services [insert approved use description from licensee's application]** within the City, subject, however, to the terms and conditions herein set forth within this Agreement and the Code and all such special conditions as may be set forth in **Exhibit A**. As a condition of this grant, Licensee is required to obtain and maintain any permit, license certification, grant, registration or any other authorization lawfully required by any appropriate governmental entity, including, but not limited to, the City, the Federal Communications Commission, or the Missouri Public Service Commission. In the event that the use of the rights-of-way is proposed to change or to provide services other than as described, and Licensee shall be required to seek amendment hereto prior to commencing such service or changed use. **This Agreement does not provide Licensee the right to install antennae or antennae support structures in the rights-of-way, nor provide services not authorized herein.**

2.4 Use of Rights-of-Way; Police Powers; Licensee's Use Subordinate. The Licensee shall construct and maintain its Facilities in accordance with all applicable federal, state and local laws, codes and ordinances, including all permit requirements, and fee payments, in effect as of the Effective Date or adopted after the Effective Date, to the extent such are not in contravention of applicable law. The City makes no express or implied representation or warranty regarding its rights to authorize the installation or construction of Licensee's Facilities on any particular segment of Rights-of-Way. The burden and responsibility for making all such determinations in advance of construction or installation shall be entirely upon Licensee. The use of the Rights-of-Way authorized by this Agreement shall in all matters be subordinate to the City's use of and rights to the same and Licensee shall be limited to such uses as have been expressly granted to Licensee by the City. Licensee shall excavate in or install Facilities in the Rights-of-Way in locations and in a manner only as authorized by specific a permit granted by the City.

2.5 No interference. Licensee shall construct and maintain its Facilities to be so located, constructed and maintained as to avoid interference with the proper use of all Rights-of-Ways and so as not to materially or without authority interfere with other users of the Rights-of-Way. Except as may otherwise be provided, the Licensee shall reasonably notify all residents and properties materially affected by the proposed work prior to commencement of such work. All construction and maintenance by Licensee or its subcontractors shall be performed in accordance with generally accepted industry standards and all standard specifications, drawings, and procedures required or approved by the City.

2.6 Notification, Joint Installation and Collocation Requirements. Licensee shall, prior to any excavation or installation within the Rights-of-Way, provide sufficient notification and joint installation opportunity on a shared-cost basis to potential users of the Rights-of-Way under such written policy or direction as may be established by the City. Licensee shall further make its installed facilities available to other Licensees on a nondiscriminatory competitively neutral basis as may be required by federal law codified at 47 U.S.C. § 224.

2.7 Licensee Responsible for Costs. The Licensee shall be responsible for all reasonable documented costs incurred by the City that are directly associated with its installation,

maintenance, repair, operation, use, and replacement of its Facilities within the Rights-of-Way, that are not otherwise accounted for as part of the permit fee established pursuant to the ROW Code and not contrary to any applicable requirements of Sections 67.1830 to 67.1846 RSMo. All such costs shall be itemized and the City's books and records related to these costs shall be made available upon request to the Licensee. Licensee shall be responsible for its own costs incurred removing or relocating its Facilities when required to do so by the City due to the City requirements relating to maintenance and use of the Rights-of-Way for City purposes.

SECTION 3. TERM

3.1 This Agreement shall be effective for a term of five (5) years from the Effective Date, subject to earlier termination or forfeiture as provided for elsewhere in this Agreement.

SECTION 4. TAXES

4.1 The Licensee agrees to pay all applicable taxes including license taxes, business taxes, video services provider fees, and other applicable taxes of the City and failure to pay such taxes shall be considered a material breach of this Agreement. Licensee shall be subject to audit and shall itemize by category of service the amount received and taxes paid for services provided by Facilities in the Right-of-Way. Such taxes shall be in addition to compensation, if any, required by the City by ordinance subject to any limitations of applicable state or federal law.

SECTION 5. TRANSFER OF AGREEMENT OR FACILITIES

5.1 Transfer of Agreement. The Licensee shall not sell, transfer, lease, assign, sublet or assign this Agreement or its rights under this Agreement, to the following entities, provided both transferor and transferee are in full compliance with this Agreement: (a) any entity controlling, controlled by or under common control with Licensee; (b) any surviving successor entity or newly created successor entity in the event of a merger, reorganization or consolidation involving Licensee. The City reserves the right to be reimbursed for its reasonable costs relating to a transfer of ownership. Licensee shall not change its name under which it does business with the public without providing at least 30 days prior notice to the City.

5.2 Sale or Lease of Facilities. Except as otherwise may be provided by law, Licensee shall not lease, sell, sublet or otherwise transfer possession or control or use of the Facilities, or any portion thereof, for any purpose to any person that has not obtained a duly issued Agreement, or other grant by the City to use the Rights-of-Way and which includes the authority to use or maintain such leased or transferred Facilities.

SECTION 6. FORFEITURE OF LICENSE AND PRIVILEGE.

6.1 In case of failure on the part of the Licensee, its successors and assigns, to comply with any of the provisions of this Agreement, including the provisions of the Code of Ordinances, or if the Licensee, its successors and assigns, should do or cause to be done any act or thing prohibited by or in violation of the terms of this Agreement, including the provisions of the Code, the Licensee, its successors and assigns, shall forfeit all rights and privileges permitted herein, and all rights hereunder shall cease, terminate and become null and void, provided that

said forfeiture shall not take effect until the City shall carry out the following proceedings: Before the City proceeds to forfeit this Agreement, it shall first serve a written notice upon the Licensee, setting forth in detail the neglect or failure complained of, and the Licensee shall have thirty (30) days thereafter in which to cure the default by complying with the conditions of this Agreement. If at the end of such thirty (30) day period the City determines that the conditions have not been complied with the City shall take action by an affirmative vote of the City Board of Aldermen present at the meeting and voting, to terminate the Agreement; setting out the grounds upon which said Agreement is to be canceled or terminated. Nothing herein shall prevent the City from taking any other action or remedy as may be set forth in the City's Code of Ordinances or as may otherwise exist at law. All remedies described in this section are cumulative and in addition to any other rights and remedies to which City may be entitled at law, in equity or under this Agreement.

SECTION 7. GENERAL CONDITIONS

7.1 Compliance With Laws. In performing activities and exercising its rights and obligations under this Agreement, the Licensee shall comply with all applicable federal, state and local laws, ordinances, regulations and policies, including, but not limited to, all laws, ordinances, regulations and policies relating to construction, bonding, insurance, and use of public property.

7.2 Insurance. In addition to the requirements of Section 530.030 of the ROW Code, except as may be prohibited by law, Licensee shall provide, at its sole expense, and maintain during the term of this Agreement commercial general liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by the City, with a rating by Best of not less than "A," that shall protect the Licensee, the City, and the City's officials, officers, and employees from claims which may arise from operations under this Agreement, whether such operations are by the Licensee, its officers, directors, employees and agents, or any subcontractors of Licensee. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all Licensee operations, products, services or use of automobiles, or construction equipment. The amount of insurance for Single Limit Coverage applying to Bodily and Personal Injury and Property Damage shall be at least \$2,727,489.00, but in no event less than the individual and combined sovereign immunity limits established by § 537.610 RSMo. for political subdivisions; provided that nothing herein shall be deemed to waive the City's sovereign immunity. An endorsement shall be provided which states that the City is named as an additional insured and stating that the policy shall not be cancelled or materially modified so as to be out of compliance with the requirements of this Section, or not renewed without thirty (30) days' advance written notice of such event being given to the City Administrator. Any self-insurance or deductible above \$50,000.00 must be declared to and pre-approved by the City. The insurance requirements in this section or otherwise shall not apply to Licensee to the extent and for such period during this Agreement as Licensee is exempted from such requirements pursuant to 67.1830(6) (a) and has on file with the Deputy City Clerk an affidavit certifying that Licensee has twenty-five million dollars in net assets and the facts otherwise establishing that Licensee is therefore so exempted.

7.3 Construction Guarantee and Maintenance. Licensee agrees that it shall be responsible to guarantee for a period of four years the restoration of the right-of-way in the area

where such Licensee conducted excavation and performed the restoration minimally as required by 67.1834. A bond, letter of credit or other surety (collectively "Surety") in the form approved by the City shall be posted if required by the City to guarantee construction performance. Surety shall not be required to the extent and for such period during this Agreement as Licensee is exempted from such requirements pursuant to 67.1830(6)(a) and has on file with the Deputy City Clerk an affidavit certifying that Licensee has twenty-five million dollars in net assets and the facts otherwise establishing that Licensee is therefore so exempted.

7.4 Enforcement; Attorneys' Fees. The City shall be entitled to enforce this Agreement through all remedies lawfully available, and Licensee shall pay City its costs of enforcement, including reasonable attorneys' fees in the event that Licensee is determined judicially to have violated the terms of this Agreement.

7.5 Relationship of the Parties. Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, or employment between the parties.

7.6 Relocation or Removal of Facilities.

7.6.1 In addition to the requirements of § 530.060 of the ROW Code, the City may in its exercise of the public interest request, require that Licensee, at Licensee's sole cost and expense, relocate or reinstall any of its Licensee's Facilities. The City shall give reasonable notice of such requirement to Licensee, including the location of facilities to be relocated and a reasonable time to relocate such facilities. Licensee shall forthwith remove or relocate such facilities within the reasonable time provided by the City in its written notice. The cost of such relocation, removal, or reinstallation of the Facilities shall be the exclusive obligation of said Licensee without expense to the City.

7.6.2 Licensee shall upon request of any person other than the City requesting relocation of Facilities and holding a validly issued building or moving permit and within a reasonable period as may be established by the City, temporarily raise, lower, or relocate its Facilities as may be reasonably necessary for permit-holder to exercise its rights under the permit. Except where good cause is approved by the City, a permit-holder must make its request at least 14 days prior to the date it intends to exercise its rights under the permit. . If applicable, Licensee will, within 7 days of its receipt of such a request, deliver to the permit-holder an invoice for the services. However, Licensee will not be required to honor any such request unless and until the permit-holder make payment in advance for any expenses incurred by said Licensee pursuant to said person's request. If any Facilities are not relocated in accordance with this section and within the reasonable time frames required by the City, the City or its contractors may relocate the Facilities and the Licensee and its surety shall be liable to the City for any and all costs incurred by the City, including but not limited to any liquidated delay damages.

7.7 No Cause of Action Against the City. The Licensee shall have no remedy or recourse whatsoever against the City for any loss, cost, expense, or damage arising from any of the provisions or requirements of this Agreement, or because of the enforcement thereof by said City, or for the failure of said City to have the authority to grant, all, or any part, of the rights herein granted; provided that said Licensee expressly acknowledges that it accepted the rights herein granted under this Agreement in reliance upon its independent and personal investigation and understanding of the power of authority of said City to enter into the Agreement herein with

Licensee; provided further that the Licensee acknowledges by its acceptance of said Agreement that it has not been induced to enter into this Agreement upon any understanding, or promise, whether given verbally or in writing by or on behalf of any party, or by any other person concerning any term or condition of this Agreement not expressed herein; provided further that the Licensee acknowledges by the acceptance of this Agreement that it has carefully read the provisions, terms, and conditions hereof and all incorporated provisions and is willing to, and does accept, all of the risk attendant to said provisions, terms, and conditions of this Agreement. Nothing herein shall be deemed to waive the City's sovereign immunity.

SECTION 8. INDEMNIFICATION

8.1 Licensee at its sole cost and expense, hereby agrees to indemnify, protect, release, defend (with counsel acceptable to the City) and hold harmless the City, its municipal officials, elected officials, boards, commissions, officers, employees, attorneys, and agents, from and against any and all causes of action, claims, demands, all contractual damages and losses, economic damages and losses, all other damages and losses liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, from the action or inaction of Licensee, its agents, representatives, employees, contractors, subcontractors or any other person for whose acts Licensee may be liable, in constructing, operating, maintaining, repairing, restoring or removing facilities, or in carrying on Licensee's business or operations in the City, or out of the fact that the City entered into this Agreement with Licensee, the rights granted to Licensee, or the activities performed, or failed to be performed, by Licensee under this Agreement, or otherwise, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of the City, its elected officials, officers, employees, agents or contractors, or as otherwise may be limited by law. This indemnity shall apply, without limitation, to any claim or cause of action for invasion of privacy, defamation, antitrust, negligence, theft, fire, violation or infringement of any copyright, trademark, trade name, service mark or patent or intellectual property right of any person, whether or not any act or omission complained of is authorized, allowed or prohibited by this Agreement. The indemnification, duty to defend, and hold harmless obligations set forth in this Section shall survive for a period of five (5) years after the date of expiration or termination of this Agreement. Any payments required by Licensee to City pursuant to this indemnification paragraph or otherwise required under this Agreement shall accrue interest from the date due at one and one-half percent interest per month until paid.

SECTION 9. NOTICE

9.1 Any notice, demand, consent, approval, request or other communication required or permitted to be given to either party under or with respect to this Agreement (collectively, "Notice") must be in writing and must be delivered in person, by a reputable overnight delivery service or by certified mail, postage prepaid, return receipt requested, to the appropriate address(es) set forth below:

If Notice to Licensee:
Tim Bagwell

K-PowerNet, LLC
 PO Box 577
 Vinita, OK 74301

If Notice to City:

City of Harrisonville, Missouri
 300 E. Pearl Street
 Harrisonville, Mo 64701
 ATTN: City Administrator

9.2 If notice is given by personal delivery, a receipt indicating that personal delivery was made must be obtained. Notice will be deemed effective on the date of receipt by the addressee as shown on the receipt if given by personal delivery, on the return receipt if notice is given by certified mail or the confirmation of delivery form if notice is given by overnight delivery service. Rejection or refusal to accept or the inability to deliver because of a changed address of which no proper notice was given will be deemed to be receipt of the notice as of the date of rejection, refusal or inability to deliver. Either party may change its address for notice by giving notice of address change to the other party in the manner for giving notice prescribed in Section 9.1.

SECTION 10. MISCELLANEOUS

10.1 This Agreement and all Exhibits constitute the entire Agreement between the parties as to the subject matter of this Agreement, and no negotiations or discussions prior to the Effective Date shall be of any effect.

10.2 The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.

10.3 No term or condition of this Agreement will be deemed to have been waived by a party unless the waiver is made in writing and is signed by the party against whom the waiver is claimed. No waiver of default or breach of this Agreement or consent to the default or breach will be deemed to have been waived or consented to unless the waiver or consent is made in writing and signed by the party against whom the waiver or consent is claimed. The waiver of or consent to a breach or default of this Agreement will not be deemed to be a waiver of or consent to any other breach or default of this Agreement, or to or any subsequent breach or default of the same term, or condition of this Agreement. No course of dealing or conduct or failure of a party to strictly enforce any term, right or condition of this Agreement constitutes a general waiver or relinquishment of the term, right or condition.

10.4 The rights and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity. The laws of the State of Missouri shall govern this Agreement.

10.5 This Agreement is for the benefit of the parties and not for any other person or entity. This Agreement creates no third-party beneficiary rights.

SECTION 11. EFFECTIVE AND ACCEPTANCE

11.1 This Agreement shall be effective on the date this Agreement is last signed by both parties ("Effective Date"). The parties acknowledge that this Agreement is a lawful contract between them, that they entered into this Agreement voluntarily, and have full authority to sig this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into as of the Effective Date.

CITY OF HARRISONVILLE, MISSOURI

K-POWERNET, LLC

MAYOR

By: *J. Chris Cariker*

Dated: _____

Name: J. Chris Cariker

Title: Manager

ATTEST:

(CORPORATE SEAL)

City Clerk

STATE OF OKLAHOMA)

) ss.

COUNTY OF CRAIG)

The forgoing instrument was acknowledged before me this 16th of March 2015, by J. Chris Cariker, Manager, on behalf of the K-PowerNet, LLC. This person is personally known to me or has produced _____ as identification.



Betty G. Langley
(Signature of Notary taking Acknowledgment)

Notary Public, State of Oklahoma

My Commission Expires: Feb. 6, 2017

EXHIBIT A**SPECIAL CONDITIONS APPLICABLE TO COMMUNICATION COMPANIES**

The following special conditions shall be a condition of this Agreement and shall supersede any provision in this Agreement to the contrary:

1. All new Licensee Facilities shall be installed underground, except where good cause is shown to authorize use of existing above-ground Licensee Facilities. Ground-mounted pedestals customarily installed for underground Facilities shall be authorized subject to applicable permit requirements, provided that such pedestals or equipment that are larger than 3 feet in height or otherwise not customarily found within the City limits shall not be deemed authorized by this Agreement without specific separate written authorization of the City.
2. Licensee acknowledges and agrees that pursuant to its obligation to pay all applicable taxes it shall pay the City's license tax as a provider of telephone services, if applicable, and shall remit to the City such tax on gross receipts of its business as required by the City's Ordinance No. 506-B, or as may be amended, regardless of technology used by Licensee to provide such services, including but not limited to wire, wireless, internet-based transmissions, and switched or unswitched, to the extent permitted by law.

CITY OF HARRISONVILLE RIGHTS-OF-WAY AGREEMENT APPLICATION FORM

This Application is for a Rights-of-Way Agreement in the **City of Harrisonville** for the construction, maintenance and use of the City's rights-of-way pursuant to Chapter 530 of the City Code. Consistent with state and federal law, the City has adopted Ordinances related to the management, coordination, and use of the rights-of-way to provide communications, utilities and other services. This application requires payment of a refundable **application fee of \$250.00** which fee shall be utilized to offset the City's costs in this process, provided that no costs, if any, of litigation or interpretation of Section 67.1830 or 67.1832 RSMo. shall be included if such inclusion is prohibited by law as to the Applicant; any amount not used by the City for its actual costs will be refunded to the applicant on request after execution of a right-of-way use agreement. If applicable, the Applicant shall be obligated to reimburse the City for its reasonable expenses associated with the review, negotiation and franchise or Rights-of-Way Agreement approval that may reasonably exceed the application fee amount. The application will be used to determine the qualifications and eligibility of the applicant to be granted a right-of-way use agreement under federal, state and local law, and to assist the City in ensuring compliance of the applicant with applicable law, and addressing any unique or special circumstance as may be established by and/or applicable to Applicant.

For the purposes of this Application Form, the term "Communications Service" means the transmission via facilities, in whole or in part, of any writings, signs, signals, pictures, sounds or other forms of intelligence through wire, wireless or other means, including, but not limited to, any telecommunications service, enhanced service, information service, or internet service, as such terms are now, or may in the future be, defined hereunder or under federal law, and including all instrumentalities, facilities, apparatus (Communications Facilities), and services (among other things, the receipt, forwarding, and delivery of telecommunications) incidental to such transmission or designed to directly or indirectly facilitate or accept such transmission and shall also include "video services" as defined in § 67.2677 RSMo. The term "Communications Service" does not include the rental of conduit or physical facilities. **Any party seeking to provide cable television or video services must also have or obtain a state or local franchise as may be required by law.**

It is recognized that any application may not fully describe or coincide with all types of utility uses, Communications Services or facilities that an applicant may propose particularly given the numerous potentially applicable regulatory schemes that may apply to the City's authority and the application depending on the nature of the specific applicant, use, and services applicant proposes to offer. If it is believed that certain questions are either not relevant or are inapplicable as a result of system design, law, or other reason, please indicate the basis for such belief as to your particular application. All applicants are also asked to provide any additional information that it believes to be useful to the City in processing this application and granting a use agreement.

Nothing in this application shall be deemed to provide any entitlement to use of the rights-of-way except as specifically authorized by separate agreement and the applicant acknowledges that the City may develop and apply new Ordinances or related regulations that shall govern the provision of any use agreement applied for by this application.

3/10/15

PART A: GENERAL INFORMATION

1. Name of Applicant, Including All Affiliates of the Applicant:

Applicant: K-PowerNet, LLC

Date: March 11, 2015

Affiliates:

2. Address of Applicant: PO Box 577/500 S. KAMO Drive, Vinita, OK 74301

3. Name, Telephone Number, and **email** address of Contact Person for Applicant:
Tim Bagwell, (918) 244-2079, tbagwell@kamopower.com

4. This is an Application for (check all that apply and explain):

- a. X An initial license to construct, operate and/or maintain ducts, conduits, dark fiber or other facilities in the City's rights-of-way for the purpose of (check applicable):

- (1) X Communications Services (list services) Private-Line Services

- (2) _____ Utility services (list services)

- (3) _____ Other (list services) _____

- b. _____ An expansion, change, or modification of an existing system, renewal or amendment of a franchise or Rights-of-Way Agreement to change or expand services or facilities or term.

- c. _____ Attachment to City Poles (list services)

- d. _____ Other, describe: _____

5. Please provide, if any, any specific proposed terms, provisions, or requested accommodations, including a proposed duration and any scheduling constraints of the Applicant. See attached

6. Does the Applicant have Public Service Commission authority to provide any services within the City? _____ If so, please attach a copy of all applicable Commission Orders and tariffs applicable within the City. Attached please find copies of certificates and tariffs.

7. Does Applicant have a current business license with the City? See PSC Order attached.

8. Did you have a prior franchise or agreement with the City? No If so, please attach a copy.

3/10/15

9. Is any wireless (RF) communication broadcasting equipment proposed to be located within the ROW? (if yes, provide detail descriptions). No

PART B: DESCRIPTION OF PROPOSED CONSTRUCTION PLANS, THE SYSTEM AND SERVICES

1. **Facilities.** Describe in Detail (information may be included partly or wholly on an electronic map):
- a. The geographic area within the **City** in which the Applicant proposes to construct or maintain its facilities and/or offer Communications Service and a schedule for any expansion/buildout. See attached
 - b. Type(s) of facilities to be installed, constructed or utilized (e.g., reinforced conduit, duct banks, fiber, co-axial cable, copper twisted pair, wireless radio transceivers) and the proposed location within the public rights-of-way or other locations where such facilities will be placed. See attached
 - c. To the extent known, the location of all facilities, including the use of existing overhead and underground public utility, conduit, communications cable, water, sewer drainage, poles, light stands and other facilities, in the public rights-of-way along the proposed route, or other locations.
 - (1) If the facilities are to be installed overhead, identify the space available for locating Communications facilities on existing utility poles or City facilities along the proposed route (identify pole owner and locations). See attached
 - (2) If the facilities are to be installed underground in existing ducts or conduits, identify:
 - (i) The available capacity in such ducts or conduits before installation of Applicant's facilities. See attached
 - (ii) The capacity that will remain after the Applicant's facilities are installed. See attached
 - (iii) The number and location of additional manholes or handholes required. See attached
 - (3) If Applicant is proposing to install new ducts or conduits underground in the public rights-of-way, identify:
 - (i) The proposed location(s). See attached
 - (ii) The excess capacity that will exist after installation. See attached
 - (iii) The number, size and location of vaults, manholes and handholes required. See attached

3/10/15

- (iv) Other equipment and facilities to be installed. See attached
 - (v) The type or design of conduit (provide specification or diagram if available) and method of installation. See attached
 - d. If known, the specific trees, structures, improvements, facilities, and obstructions, if any, that Applicant proposes to temporarily or permanently remove or relocate. See attached
 - e. Provide a scaled map of the proposed service area visually indicating the same information. See attached
2. **Services.** Assuming that the Applicant obtains permission to use the public rights-of-way for the construction proposed by the Applicant, describe the types of facilities and/or services that the Applicant plans to provide upon approval of a separate Rights-of-Way Agreement for use of the rights-of-way for providing services. This information is necessary for the City to determine applicable fees or regulatory requirements.
- a. Does the Applicant plan to offer local switched telephone service to **City of Harrisonville** residents? If so, will the Applicant use its own facilities? No
 - b. Does the Applicant plan to offer telephone service by VOIP (voice over internet protocol) or other technology? No
 - c. Does the Applicant plan to offer long-distance services through its own facilities or as a resale carrier? No
 - d. Does the Applicant plan to offer any type of video programming service to its customers, including cable television, open video system service, or video services? No
 - e. Does the Applicant intend to lease or sell dark fiber on its system to other entities? Yes
 - f. Does the Applicant intend to lease or sell transmission capacity on its system to other entities? Yes
 - g. Does Applicant intend to lease or sell space in ducts, on poles or in conduits for use by other entities? No
 - h. Does Applicant intend to lease or sell Internet access services, enhanced information services, security services, energy-related services or any other Communications Services not previously listed in this section? Dedicated Private-Line Internet services may be offered.
 - i. If any of the questions in this paragraph 2 were answered "yes," please describe in detail to whom, how, and when such services or facilities will be offered. Please note separate facilities owned by another but utilizing Applicant's facilities, including conduits, are subject to the Application requirements and fees imposed by the City. University of Missouri Research & Education Network

3/10/15

(MOREnet) dark fiber services to Harrisonville Public School R-1X at 503 S. Lexington Street, Harrisonville, MO 64701.

3. Please provide a schedule and completion dates for development and construction of the Applicant's proposed facilities, Communications System or Open Video System. Provided in Part B, Section 1.
4. Please describe the Applicant's proposed maintenance plan.
 - a. If leasing access to ducts, poles or conduits to or from third-party Communications Service providers, please explain the installation and maintenance procedures for such third-party Communications facilities. Please identify the third-parties and provide lease terms/arrangements. N/A
5. If the Applicant proposes to provide any Communications Service, has it obtained all required federal, state and local permits, licenses, certificates and franchises and met all other legal requirements? If yes, please attach all relevant documentation (i.e. PSC certificate, etc.). Refer to PSC Order and tariff approving
6. Will the Applicant have a local office in the City? If so, how many employees will it office? In what capacity will the employees serve? Will such employees perform construction and maintenance on the system? Will such employees serve as a local contact for the City regarding the agreement? No
7. Provide a detailed estimate of construction costs for the Initial System with respect to the use of the City's rights-of-way, including excavation and right-of-way restoration, or if this Application relates to a request to expand the type, scope, or geographical location of services, a detailed estimate of the right-of-way construction costs of such expansion. This information will be subject to independent verification by the City. See attached

PART C: LEGAL BACKGROUND OF APPLICANT

1. Has the Applicant ever been engaged in any litigation with a municipality with respect to the use of rights-of-way? If so, please describe the nature of the dispute, the municipalities involved, the amount of damages, if any, paid by either party and whether the dispute has been finally resolved. No
2. List any parent companies, subsidiaries, or other entities which a controlling equity interest in the Application or in which Applicant owns a controlling equity interest.

3/10/15

Attachment: KAMO FORM Authorizing Ordinance and Rights-of-way Use Agreement (1809 : USE OF RIGHT OF WAY CONSENT)

3. Is the Applicant currently involved in any disputes before any federal, state, or local regulatory agency that questions or could reasonably impact the ability of the Applicant to legally construct, maintain or provide facilities or services in the City? If so, please describe. No

PART D: FINANCIAL BACKGROUND OF APPLICANT

1. What will the cost be for the construction in the rights-of-way of the proposed facilities or services in next 24 months? See attached
2. Please submit a copy of proposed insurance meeting City Code requirements and any proposal for a security adequate to protect the City's interest in ensuring that all construction and related right of way costs for the proposed facilities or services are covered. If Applicant claims any lawful exemption to either insurance or bonding requirements of the Code, please provide detailed basis and supporting documentation for each such exemption.
3. Has the Applicant ever been placed in a receivership, declared bankruptcy, been declared insolvent, or had property foreclosed upon by a creditor? If so, please explain in detail the circumstances behind each instance. No

I certify that I am authorized to execute this Application and any subsequent Agreement on behalf of the Applicant. I further understand that if there are material omissions of information requested by this Application or deliberately false answers given to questions on this Application, the City may revoke any Rights-of-Way Agreement, permit, or license it has granted based on this Application. Further, such actions shall be punished as provided pursuant to City Code or other applicable law.

Dated: 03/16/15

By: J. Chris Cariker
J. Chris Cariker, Manager

Betty G. Langley
Notary Public



3/10/15

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of the Application of K-Powernet,)
L.L.C., for Certificates of Service Authority) Case No. TA-2001-130
to Provide Interexchange and Nonswitched Local) Tariff No. 200100244
Exchange Telecommunications Services Within the)
State of Missouri.)

**ORDER APPROVING INTEREXCHANGE AND NONSWITCHED LOCAL EXCHANGE
CERTIFICATES OF SERVICE AUTHORITY AND ORDER APPROVING TARIFF**

K-Powernet, L.L.C. (K-Powernet) applied to the Missouri Public Service Commission (Commission) on September 1, 2000, for certificates of service authority to provide intrastate interexchange and nonswitched local exchange telecommunications services in Missouri under Sections 392.410-.450, RSMo 1994, and RSMo Supp. 1999.¹ K-Powernet asked the Commission to classify it as a competitive company and to waive certain statutes and rules as authorized by Sections 392.361 and 392.420. K-Powernet is an Oklahoma corporation with its principal office located at 360 West Dwain Willis Avenue, Post Office Box 577, Vinita, Oklahoma 74301.

The Commission issued a Notice of Applications for Intrastate Certificates of Service Authority and Opportunity to Intervene on September 12, 2000, directing parties wishing to intervene to file their requests by September 27, 2000. The requirement for a hearing is met when the opportunity for hearing has been provided and no proper party has requested the opportunity to present evidence. State

¹ All further statutory references are to the Revised Statutes of Missouri 1994 unless otherwise indicated.

ex rel. Rex Deffenderfer Enterprises, Inc. v. Public Service Commission, 776 S.W.2d 494, 496 (Mo. App. 1989). Since no one has asked permission to intervene or requested a hearing, the Commission may grant the relief requested based on the application.

K-Powernet filed a proposed tariff in conjunction with its application and filed substitute sheets on September 13, 2000, and September 15, 2000. The tariff's effective date is October 16, 2000. K-Powernet's tariff describes the rates, rules, and regulations it intends to use, identifies K-Powernet as a competitive company, and lists the waivers requested. K-Powernet intends to provide inter-exchange and nonswitched local exchange telecommunications services including private line services.

In its memorandum filed on September 20, 2000, the Staff of the Commission (Staff) stated that K-Powernet's proposed services are similar to existing IXC offerings. Staff recommended that the Commission grant K-Powernet a certificate of interexchange service authority, and a certificate of service authority for local exchange telecommunications services on condition that this authority be restricted to providing dedicated private line services. Staff recommended that the Commission grant K-Powernet competitive status, and waiver of the statutes and rules listed in the Notice. Staff recommended that the Commission approve the proposed tariff as amended to become effective on October 16, 2000.

Although the Staff memorandum recommended that the Commission approve the waivers listed in the Notice of Applicants, there are two lists of waivers in that notice: the general list of waivers for

applicants for interexchange and nonswitched local exchange service authority and the specific waivers listed for K-Powernet. Although K-Powernet originally requested a list of waivers which differs from the general list of waivers, K-Powernet amended its application and requested the general list of waivers. The Commission issued an Order Directing Filing on October 3, 2000, instructing Staff to clarify which waivers it recommended be approved. Staff responded on October 3, 2000, indicating that it recommended approval of the waivers listed on the cover page of the application, as requested in K-Powernet's amended application, not the list of waivers originally requested by the company and listed under its heading in the notice.

The Commission finds that competition in the intrastate interexchange and nonswitched local exchange telecommunications markets is in the public interest and K-Powernet should be granted certificates of service authority. The Commission finds that the services K-Powernet proposes to offer are competitive and K-Powernet should be classified as a competitive company. The Commission finds that waiving the statutes and Commission rules set out in the ordered paragraph below is reasonable and not detrimental to the public interest.

The Commission finds that K-Powernet's proposed tariff details the services, equipment, and pricing it proposes to offer, and is similar to tariffs approved for other Missouri certificated interexchange and nonswitched local exchange carriers. The Commission finds that the proposed tariff filed on September 1, 2000, shall be approved as amended to become effective on October 16, 2000.

1. That K-Powernet, L.L.C., is granted a certificate of service authority to provide intrastate interexchange telecommunications services in the state of Missouri, subject to the conditions of certification set out above.

2. That K-Powernet, L.L.C., is granted a certificate of service authority to provide nonswitched local exchange telecommunications services in the state of Missouri limited to providing dedicated private line services, subject to all applicable statutes and Commission rules except as specified in this order.

3. That K-Powernet, L.L.C., is classified as a competitive telecommunications company. Application of the following statutes and regulatory rules shall be waived:

```

392.210.2 - uniform system of accounts
392.240.1 - rates-rentals-service & physical connections
392.270   - valuation of property (ratemaking)
392.280   - depreciation accounts
392.290   - issuance of securities
392.300.2 - acquisition of stock
392.310   - stock and debt issuance
392.320   - stock dividend payment
392.340   - reorganization(s)
392.330, RSMo Supp. 1999 - issuance of securities,
                           debts and notes

```

- 4 CSR 240-10.020 - depreciation fund income
- 4 CSR 240-30.010(2)(C) - posting of tariffs
- 4 CSR 240-30.040 - uniform system of accounts
- 4 CSR 240-33.030 - minimum charges
- 4 CSR 240-35 - reporting of bypass and customer-specific arrangements

4. That the tariff filed by K-Powernet, L.L.C., on September 1, 2000, under tariff number 200100244, is approved as amended to become effective on October 16, 2000. The tariff approved is:

P.S.C. MO No. 1
Original Sheet No. 1 through Original Sheet No. 20

5. That this order shall become effective on October 16, 2000.

6. That this case may be closed on October 17, 2000.

BY THE COMMISSION



Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge

(S E A L)

Vicky Ruth, Regulatory Law Judge,
by delegation of authority pursuant
to Section 386.240, RSMo 1994.

Dated at Jefferson City, Missouri,
on this 11th day of October, 2000.

STATE OF MISSOURI



Robin Carnahan
Secretary of State

CORPORATION DIVISION CERTIFICATE OF GOOD STANDING

I, ROBIN CARNAHAN, Secretary of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

K-POWERNET, L.L.C.

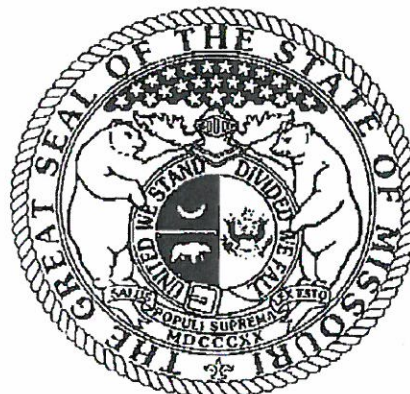
using in Missouri the name

K-POWERNET, L.L.C.
FL00-1074

a OKLAHOMA entity was created under the laws of this State on the 21st day of August, 2000, and is in good standing, being fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 15th day of January, 2008

Secretary of State



Certification Number: 10358857-1 Reference:
Verify this certificate online at <http://www.sos.mo.gov/business/certification>

No. FL0042074

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

**CERTIFICATE OF REGISTRATION
 FOREIGN LIMITED LIABILITY COMPANY**

WHEREAS,
 K-POWERNET, L.L.C.

using in Missouri the name
 K-POWERNET, L.L.C.

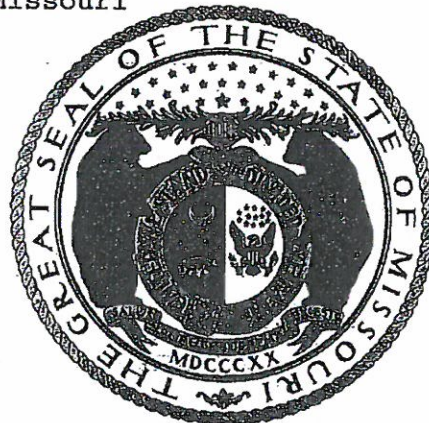
and existing under the laws of the State of OKLAHOMA
 has filed with this state its application for registration and
 WHEREAS this application for registration conforms to the
 Missouri Limited Liability Company Act;

NOW, THEREFORE, I, REBECCA McDOWELL COOK, Secretary of State,
 State of Missouri, by virtue of authority vested in me by law,
 do certify and declare that on the 21st day of AUGUST, 2000,
 the above Foreign Limited Liability Company is duly authorized
 to transact business in the State of Missouri
 and is entitled to any rights granted
 Limited Liability Companies.

IN TESTIMONY WHEREOF, I have set my
 hand and imprinted the GREAT SEAL of
 the State of Missouri, on this, the
 21st day of AUGUST, 2000.

Rebecca McDowell Cook
 Secretary of State

\$105.00





P.O. Box 148
 104 E. 11th Street
 Lamar, MO 64759
 417-682-5531
 Fax: 417-682-3220

Part A #5

K-PowerNet, LLC is providing fiber optic service (due 3/13/15) to the Harrisonville School Administrative offices at 503 S. Lexington.

Part B #1

Item A

The project will begin at an existing vault in front of the Cass County Justice Center on W. Mechanic (Hwy 2). The route will proceed east on Mechanic under I-49 and cross S. Commercial St. to S. Oakland St. The route will turn south on S. Oakland St. to E. Washington St. then the route turns east on E. Washington to the alley at the Administration offices. It then goes north up the alley till turning west towards the building entrance at 503 S. Lexington.

Part B #1

Item B

A single 1.25" duct will be installed by trenching and directional boring. A BFO 60 fiber cable will then be installed inside the duct. Vaults and utility markers will be installed along the route (see location map and construction prints for locations).

Part B #1

Item C

The utility locates will be in compliance with The Underground Facility Safety And Damage Prevention Act (Missouri One Call 1-800-DIG-RITE or 811). All MODOT permits have been approved and are ready for construction.

Part B #1

Item C #3

See construction prints for locations.

Material Specifications

48x36x36 Vaults – Quantity - 7
 Polymer Concrete
 Standard Vehicular Traffic Rated

1.25" Duct
 SDR11 1.358OD
 Polyethylene Orange

I N T E G R I T Y I N T O E V E R Y T H I N G



P.O. Box 148
 104 E. 11th Street
 Lamar, MO 64759
 417-682-5531
 Fax: 417-682-3220

Fiber Optic Cable
 Standard Filled 60 Fibers

Markers – Quantity - 23
 Poly-Dome Utility Marker
 Durable High-Density
 UV Treated Polyethylene

Part B #1

Item D

Setup locations for the boring machine requires removing portions of the existing sidewalk and one location in the asphalt alley at the Administration Building. In the previously submitted Right-of-Way excavation permit; a request for the City of Harrisonville to make sidewalk and street repairs and bill K-PowerNet for repair costs was made. This same arrangement is being requested in response in the Right-of-Way Application Form.

Part B #1

Item E

See prints 12 thru 16 for details.

Part B #7

Estimated Construction Costs

Fiber Cable
 \$11,641.00

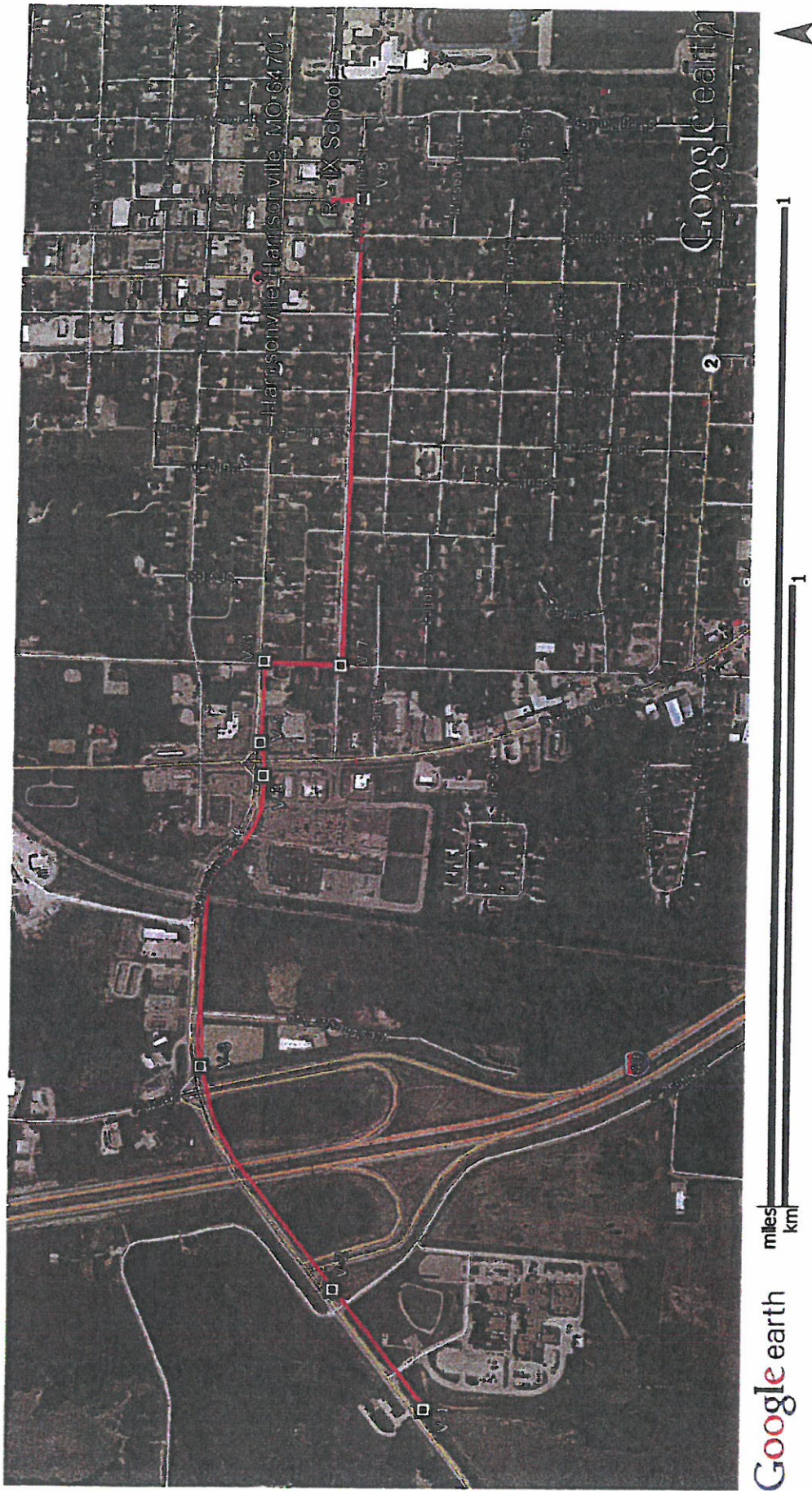
Boring, 1.25" Duct, 48x36x36 Vaults, Locate Wire
 \$201,921.00

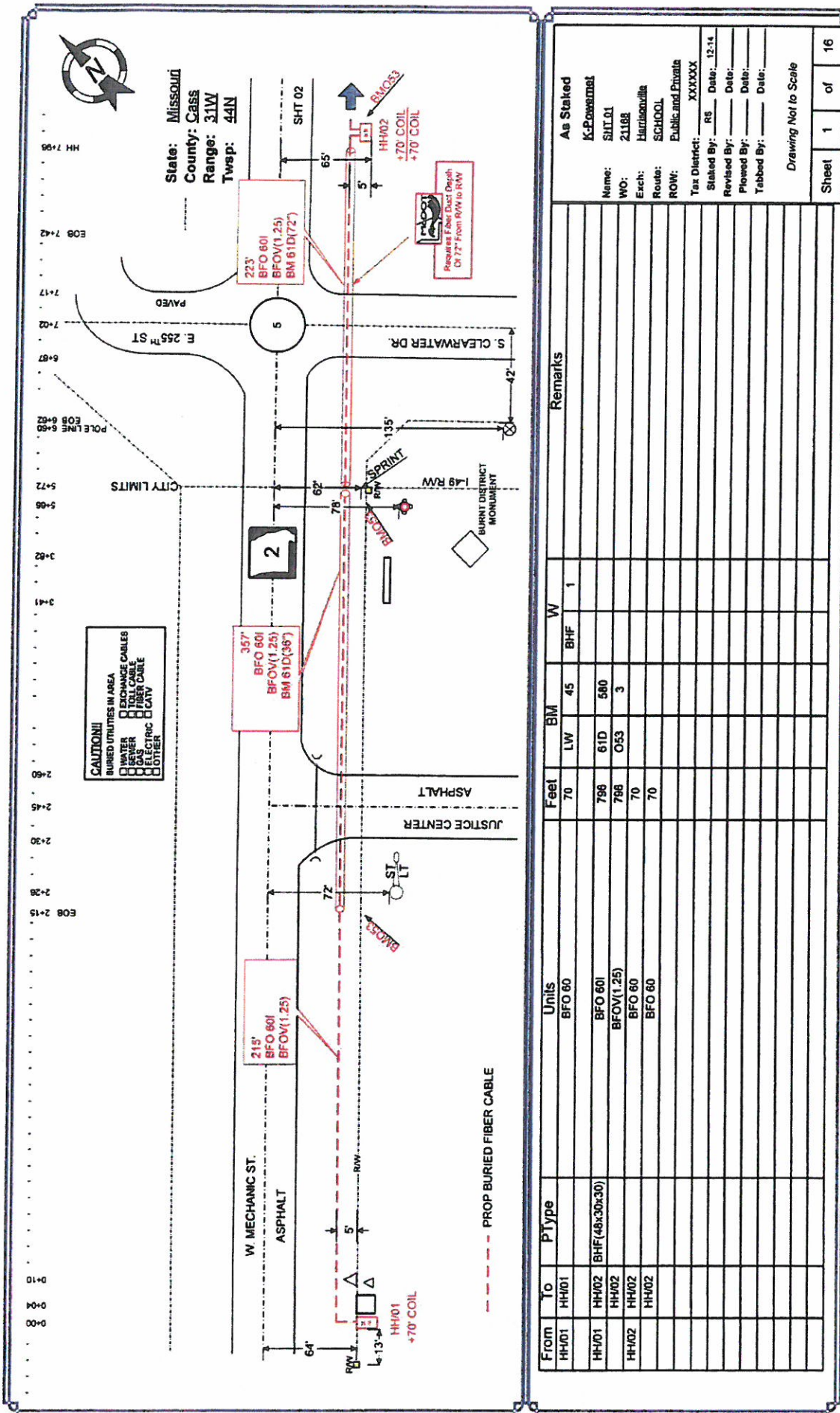
Miscellaneous, Locate Pedestals, Markers
 \$2,835.00

Proposed City of Harrisonville Direct Bill for Est. Replacement of Concrete/Asphalt
 \$8,451.00

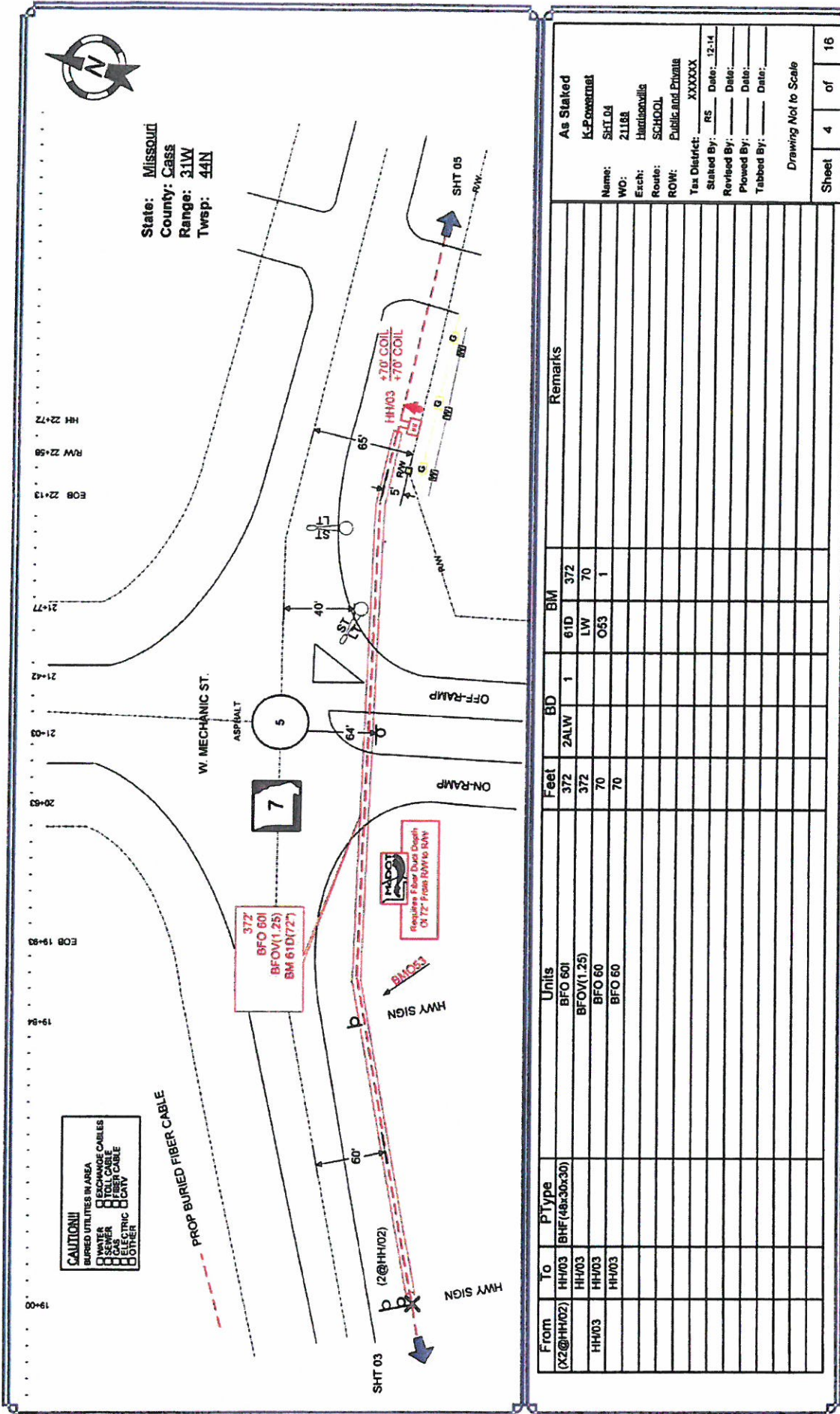
I N T E G R I T Y I N T O E V E R Y T H I N G

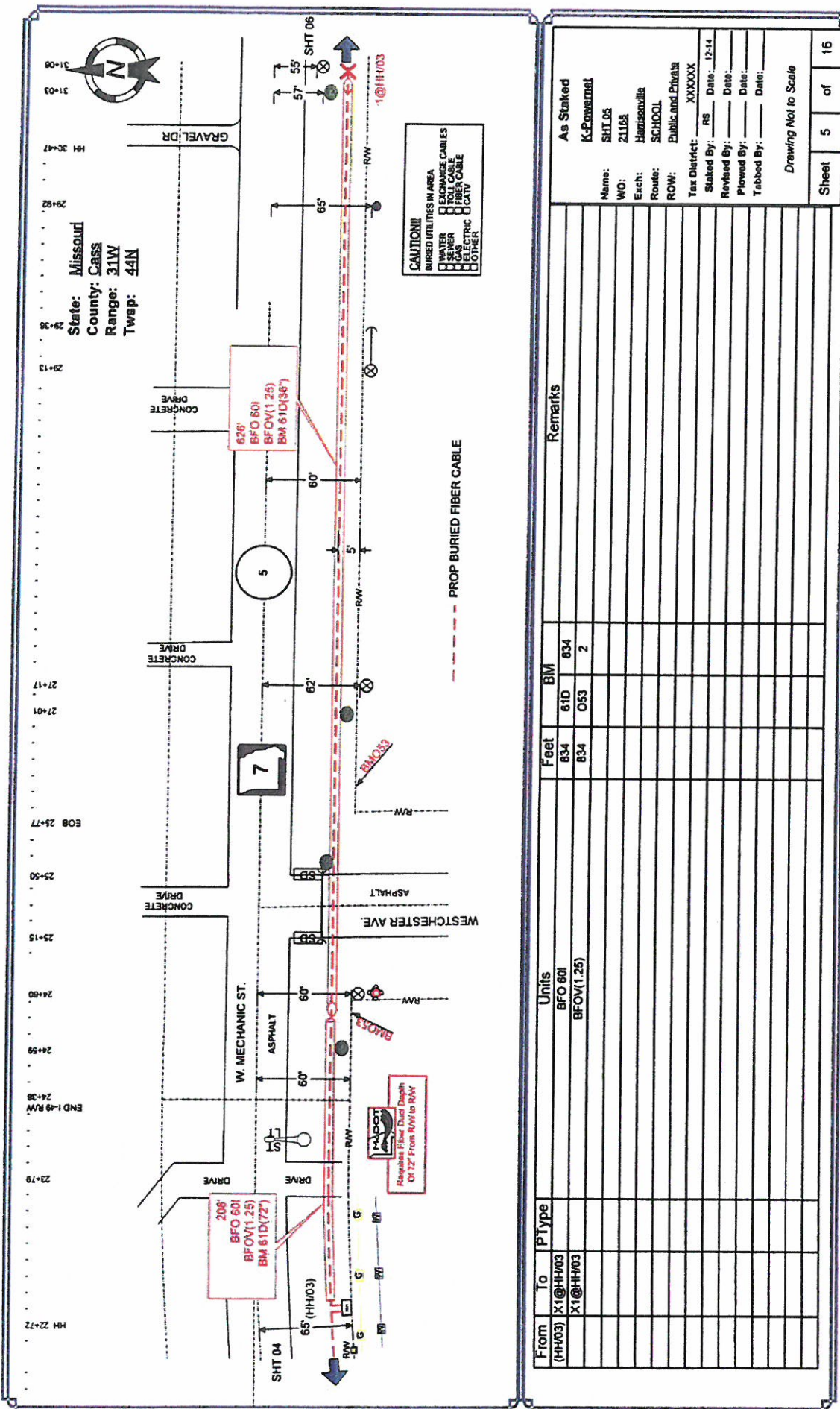
Attachment: KAMO FORM Authorizing Ordinance and Rights-of-way Use Agreement (1809 : USE OF RIGHT OF WAY CONSENT)

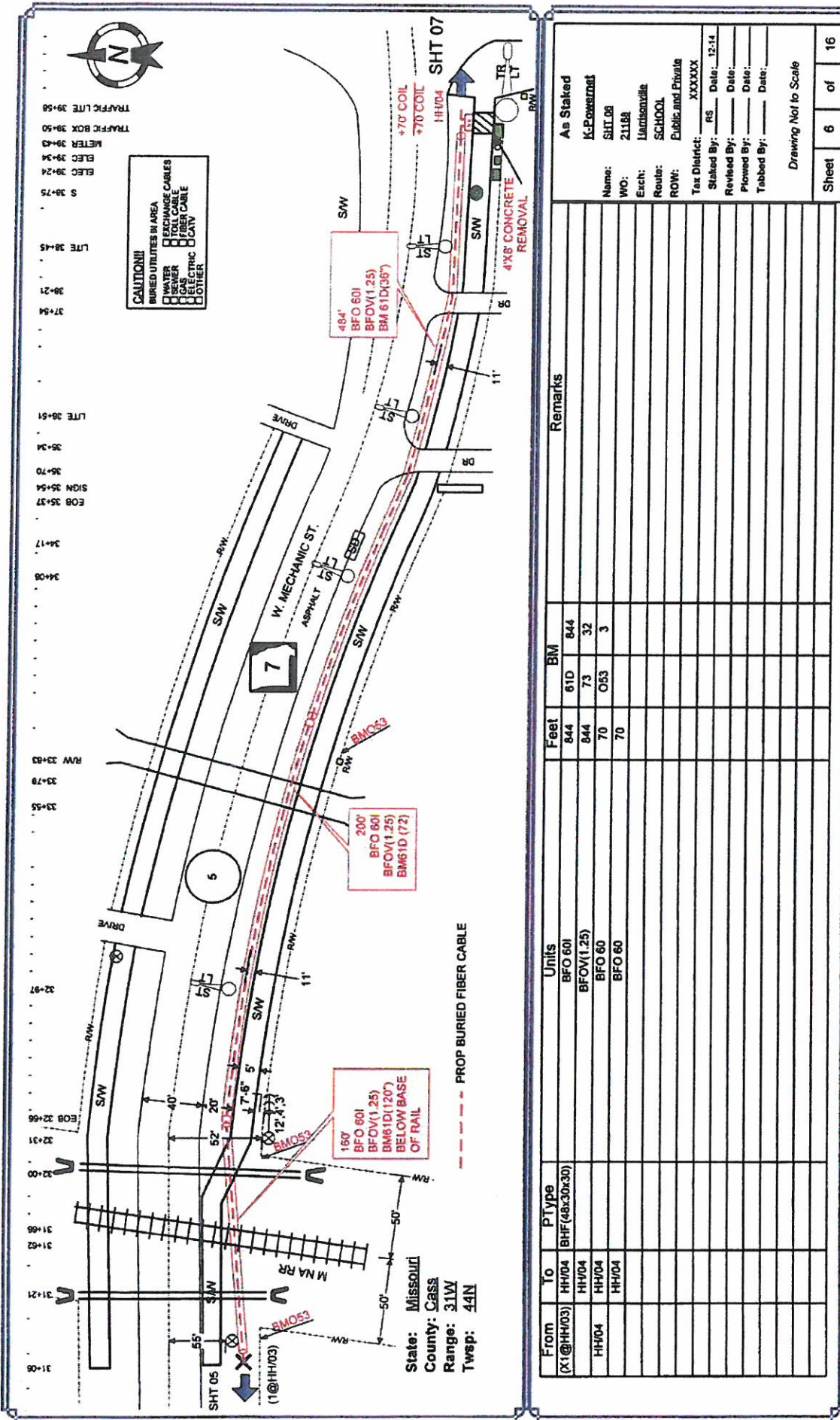


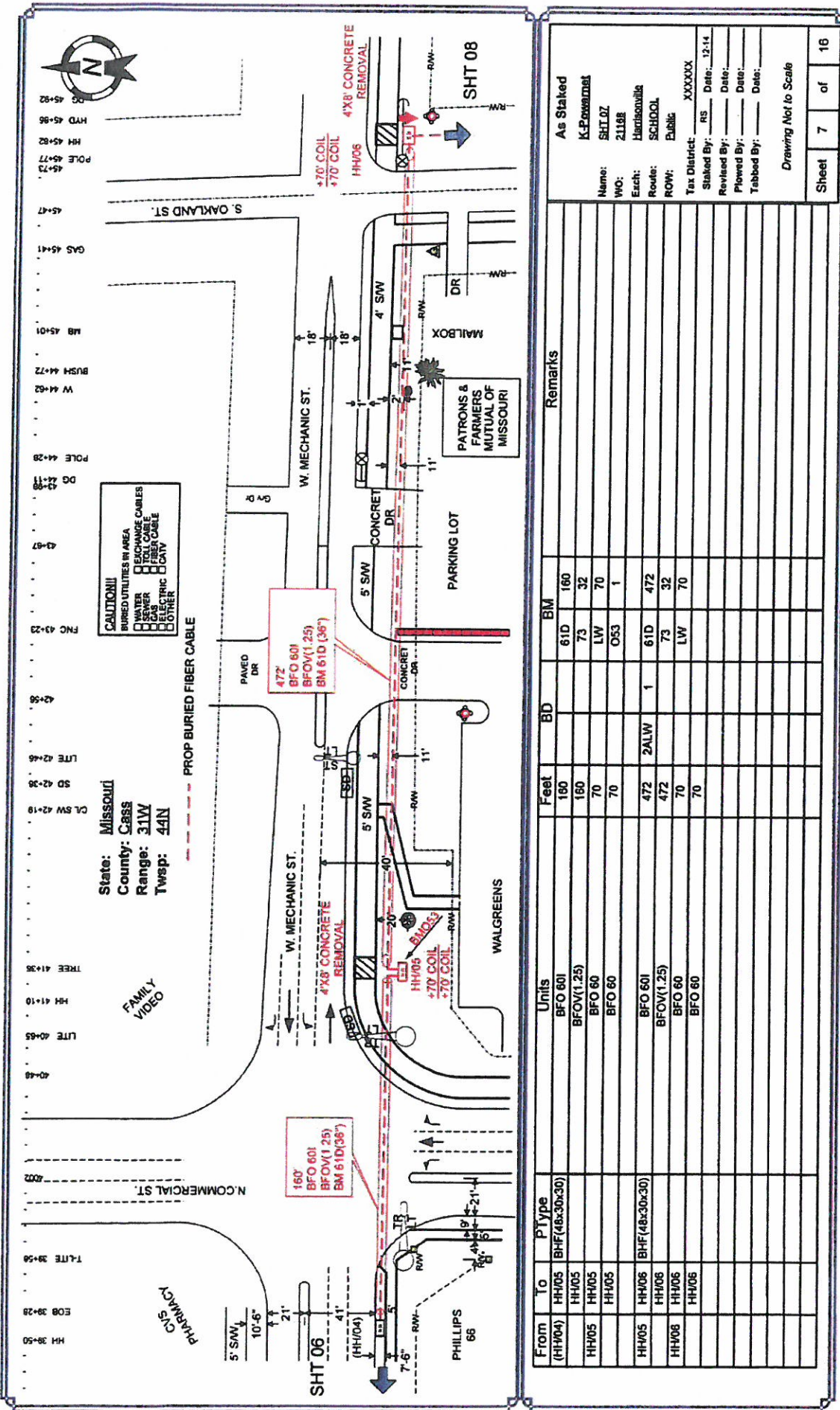




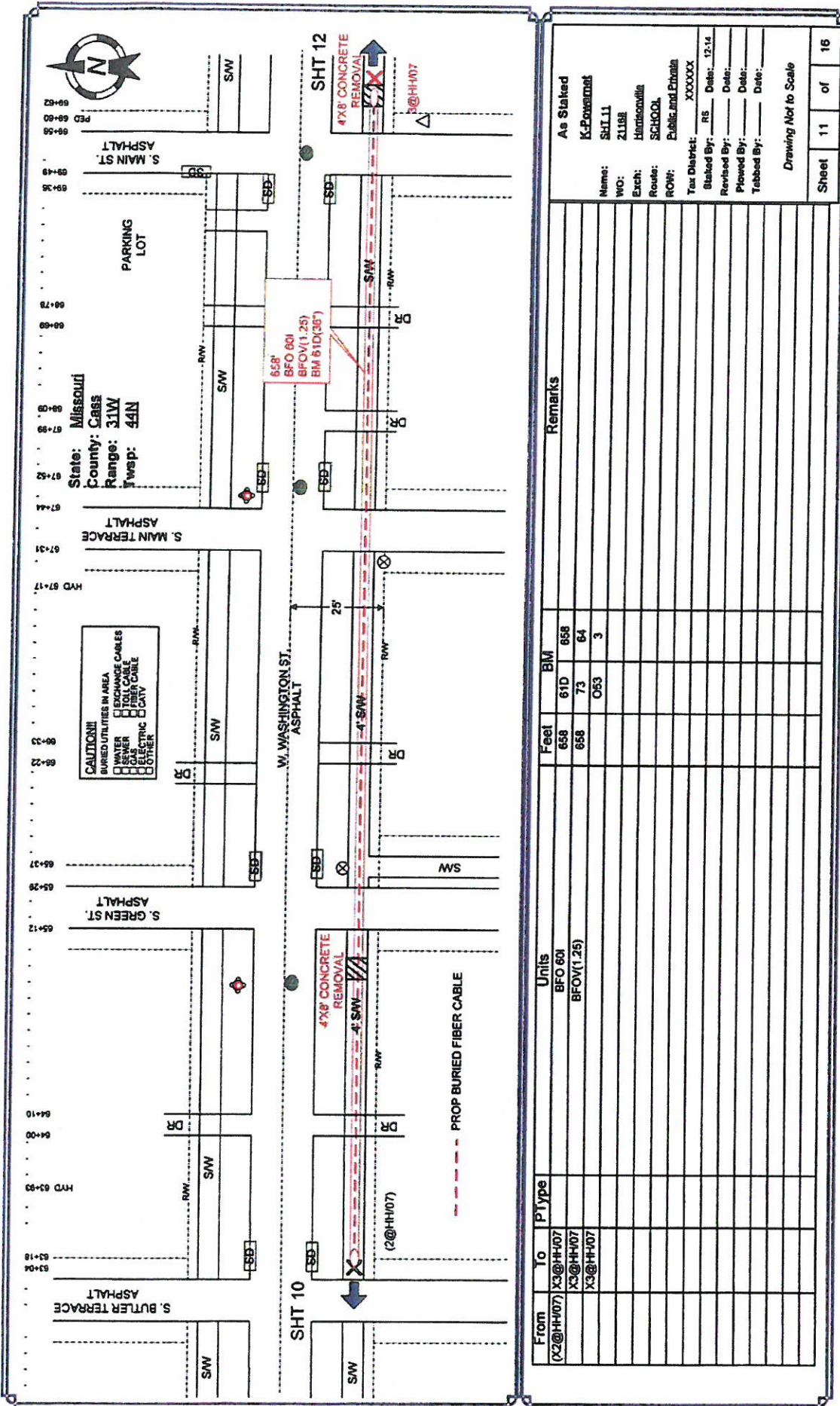


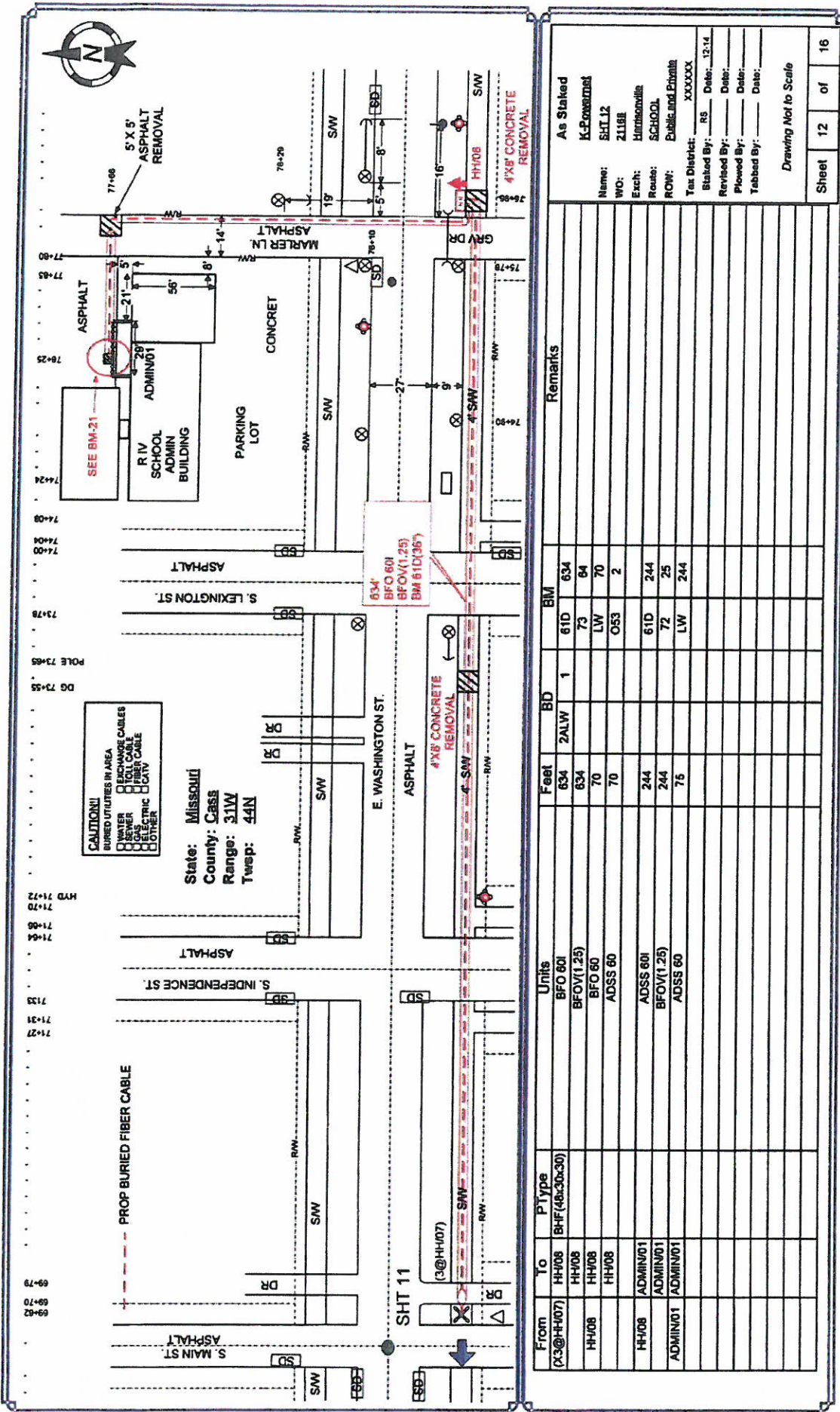










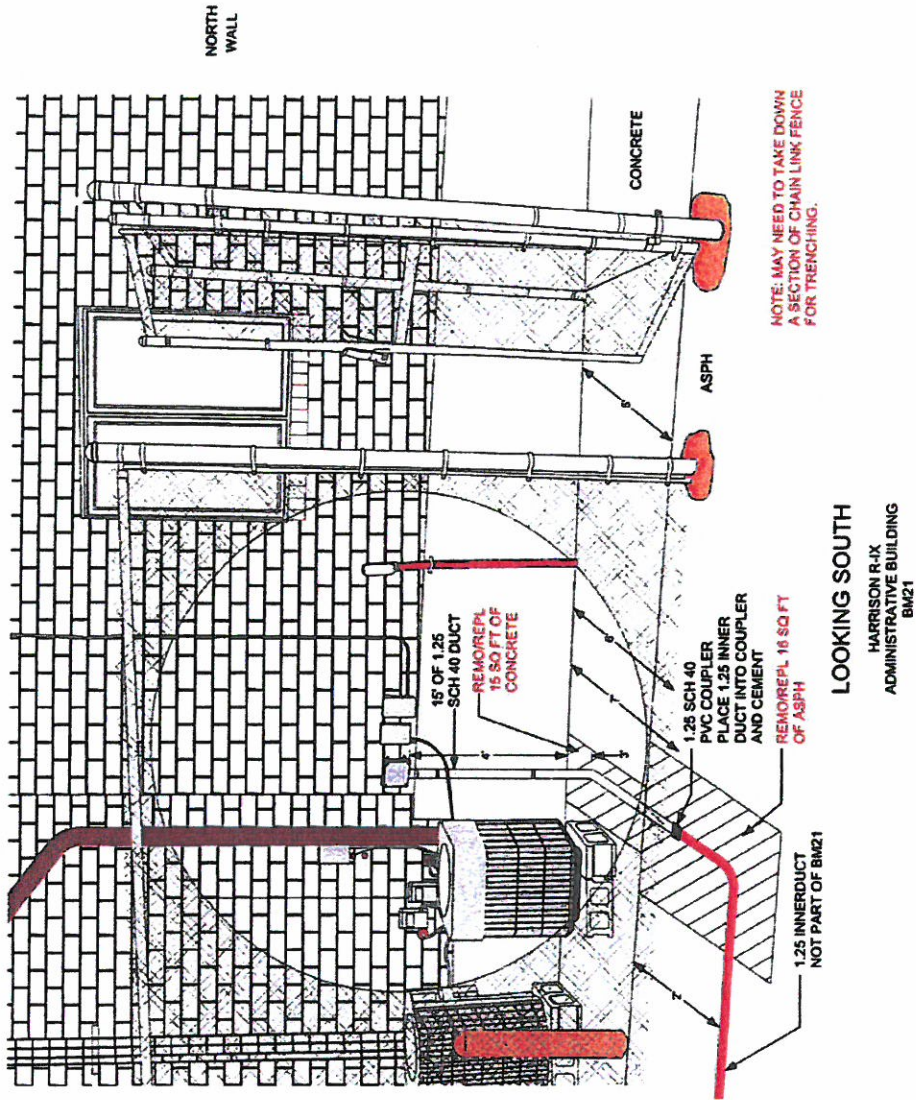




State: Missouri
County: Cass
Range:
Twp:

As Stated	
Name:	K-Powermet
WO:	SHT 13
Each:	21168
Route:	Harrisonville
ROW:	SCHOOL
	PUBLIC & PRIVATE
Staked By:	RS Date: 12-14
Revised By:	Date:
Plowed By:	Date:
Tabbed By:	Date:
Drawing Not to Scale	
Sheet	13 of 16

REVISED 2-20-15

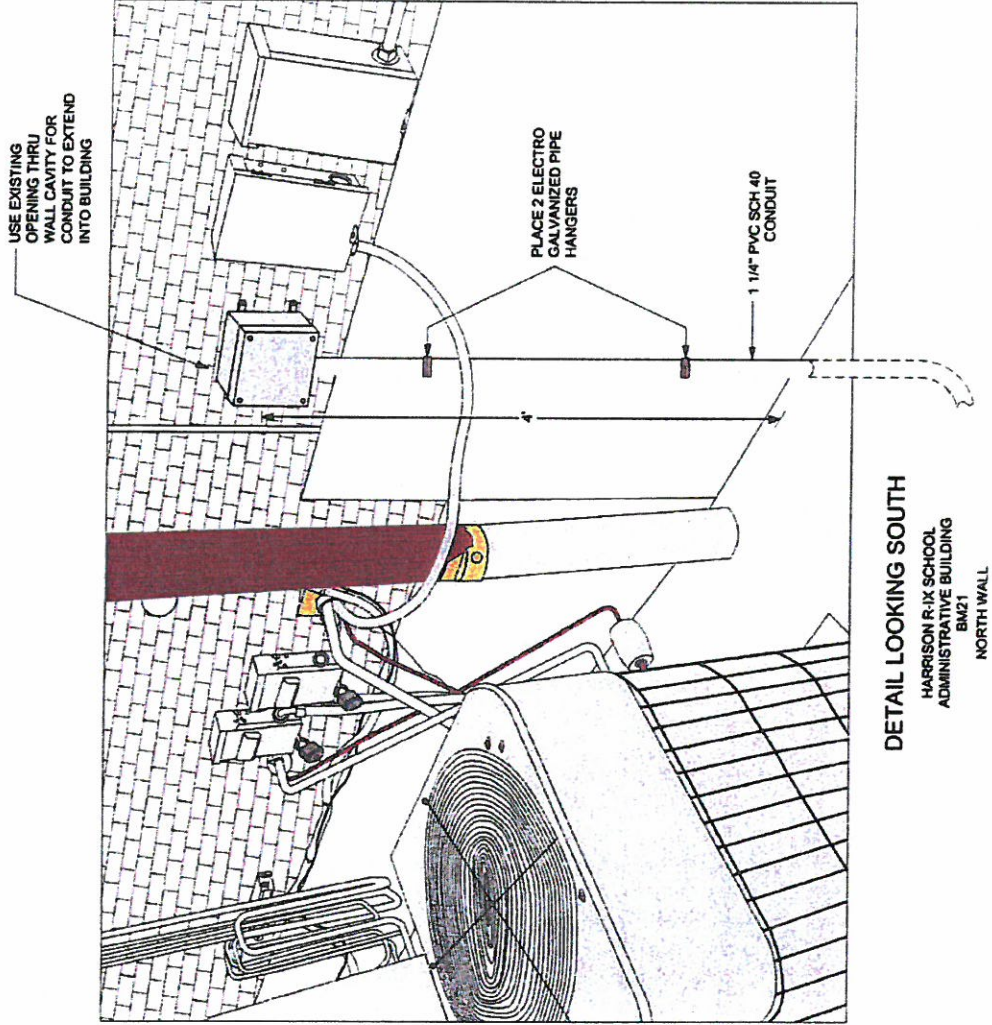




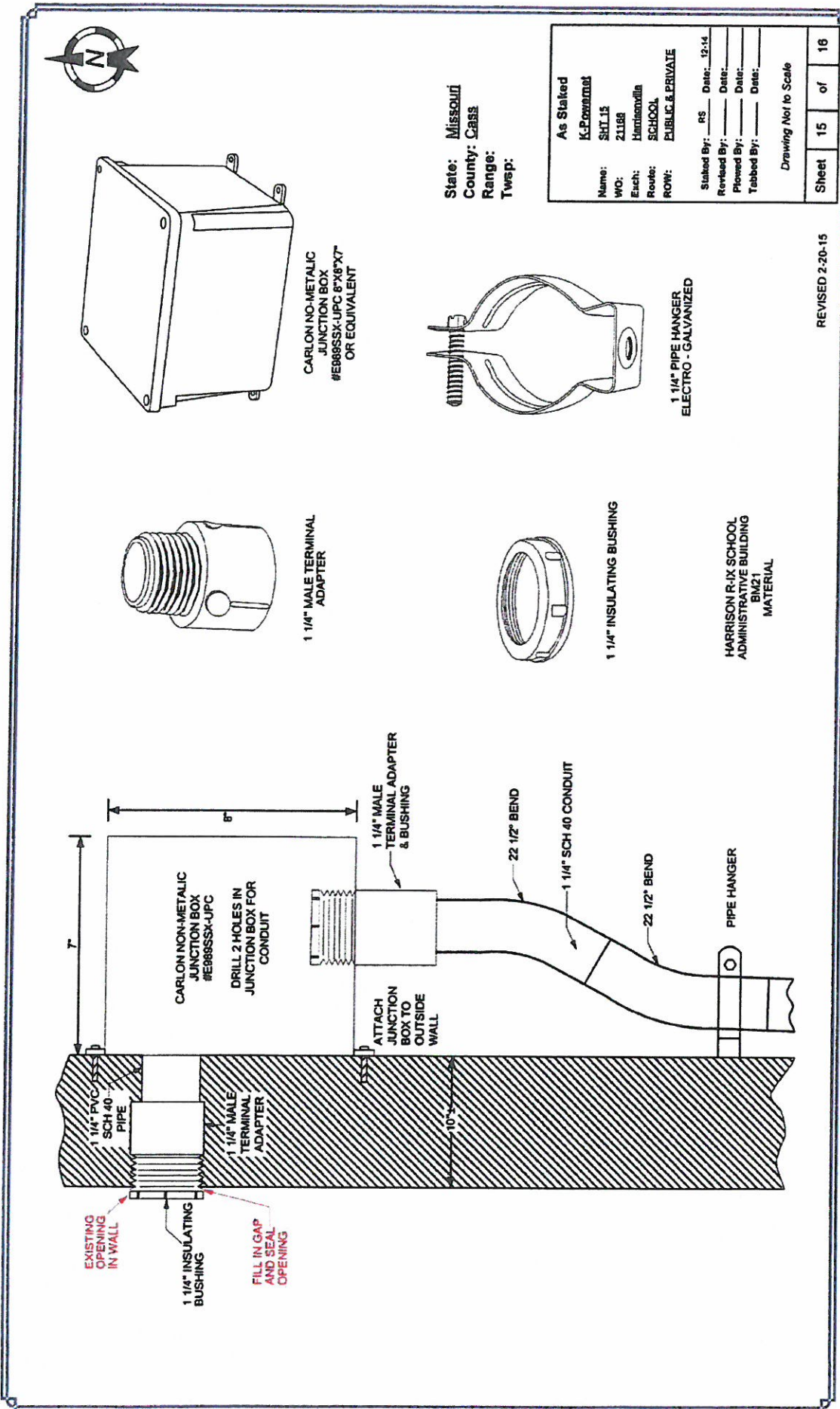
State: Missouri
 County: Cass
 Range:
 Twp:

As Staked	
Name:	K-Powermet
WO:	SHT 14
Exch:	21188
Route:	Harrisonville
ROW:	SCHOOL
	PUBLIC & PRIVATE
Staked By:	RS Date: 12-14
Revised By:	Date:
Plowed By:	Date:
Tabbed By:	Date:
Drawing Not to Scale	
Sheet	14 of 16

REVISED 2-20-15



DETAIL LOOKING SOUTH
 HARRISON R-JX SCHOOL
 ADMINISTRATIVE BUILDING
 BN21
 NORTH WALL





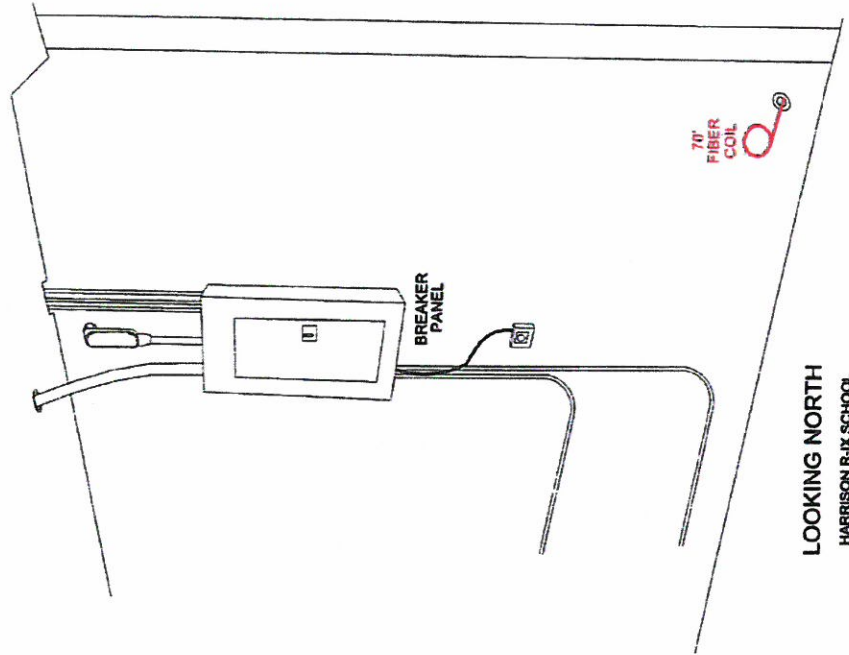
State: Missouri
County: Cass
Range: _____
Twp: _____

As Staked
K-Powermat
Name: SHT 18
WO: 21188
Ech: Hammondlin
Route: SCHOOL
ROW: PUBLIC & PRIVATE

Staked By: RS Date: 12-14
Revised By: _____ Date: _____
Placed By: _____ Date: _____
Tabbed By: _____ Date: _____

Drawing Not to Scale

Sheet	16	of	16
-------	----	----	----



70' FIBER COIL

BREAKER PANEL

LOOKING NORTH

HARRISON R.J. SCHOOL
ADMINISTRATIVE BUILDING
583 S. LEXINGTON
EQUIPMENT ROOM
CONTACT: DAVID VIGNERY
(816) 380-2727, EXT. 1221



STAFF REPORT

TO: Board of Aldermen
FROM: Mike Tholen, Director
DATE: April 2, 2015
SUBJECT: amend 2015 Budget

Type of Item: *Budget*

TO: Mayor & Board of Aldermen
FROM: Mike Tholen, Finance Director
DATE: March 31, 2015
SUBJECT: FY 2015 Budget Amendment #1

With the closing of the 2014 fiscal year comes the time for reviewing ongoing projects and activities of the City, especially those that have a financial impact spread over both the last and the current fiscal years. The year-end numbers for revenues and appropriations by fund have been examined, and several recommendations for changes to the FY 2015 budget result.

This budget amendment will impact the adopted 2015 budget in several ways: encumbrances, reappropriations, and new appropriations. They are briefly defined as follows:

ENCUMBRANCES - monies that have been obligated to a specific vendor for a specific activity, but which have not yet been paid. An example would be the amount still due to complete the Independence Street bridge project, or bills for items that have been ordered but not received and paid for as of the end of the year. Encumbrances are the top priority for inclusion in the new budget, as they generally represent a legal claim on the City's funds that did not expire at the end of the fiscal year. Encumbrances are normally carried forward in our accounting system, but the 2014 closeout process did not do that step, so those encumbered monies will be charged to the 2015 budget, which is proposed to be raised the appropriate amounts. Encumbrances are marked on the detail listing with a bold letter "E".

REAPPROPRIATIONS - monies that were authorized for FY 2014 but were, for various reasons not spent, or not completely spent. Almost all of the reappropriation requests in this budget amendment are for capital projects.

In certain cases (stormwater projects, for example), we have recommended reappropriating an amount different from the ending balance, when we have more accurate estimates or bids available. Reappropriations are the next priority for the new budget because they continue or complete projects which the City has already approved and begun.

NEW APPROPRIATIONS - monies for projects or activities that are not included in the 2015 Budget, but have been identified as worthy of consideration as funding becomes available. The new appropriation requests in this budget amendment correspond with body cameras and airport matching funds the Board has previously discussed, as well as funding for familiar projects left out of the 2015 budget, such as the KC water line contract, and the balance of funding for the MoDOT Mechanic St. project. New appropriations are the final priority for funding recommendations.

Most of our operating funds have positive year-end balances compared to the projections that were made in the budgeting process. While a good deal of that is caused by the projects still pending, there are also some instances where general revenues exceeded expectations, operating expenses were lower than projected, or some combination of the two.

GENERAL FUND - The General Fund remains the base of the City's financial activities, and has the most changes of any operating fund. Revenues in 2014 were slightly less than budgeted overall.

Operating expenses in the General Fund were lower than anticipated, primarily due to personnel savings. The City budgets for each full-time position to be filled 100% of the year, but in actual practice, when a vacancy occurs there is often a time elapsed until it is filled, and then by someone at a lower starting wage.

Most of the encumbered items at the end of the year were routine purchases which have, by now, been processed, or capital projects for which a contract has been let. Reappropriations include carryover money for ongoing projects, such as safety, training, and donation expenditures. The operating subsidy for the Emergency Services Fund is decreased by the increase in the Cass Regional transport contract, which was not finalized until after the budget was adopted. There are also a number of ongoing capital projects (stormwater, airport, etc.) which require reappropriations.

General Fund summary:	encumbrances - \$0
	reappropriations - \$757,470
	new appropriations - \$126,440

ELECTRIC FUND - Revenues for 2014 were slightly less than projected. Operating expenditures overall were slightly lower as well, but subject to year-end audit adjustments for capitalized items and time-of-payment issues. The other parts of the fund functioned as expected.

The reappropriations for this fund are all for previously authorized capital equipment and projects.

Electric Fund summary: encumbrances - \$0
 reappropriations - \$1,715,930

CWSS FUND - The Fund overall remains sound. The Water Plant improvements are an ongoing project, as are several other major capital projects.

Operating expenses of the fund overall were under budget, and operating revenues were as projected for 2014.

Reappropriations are primarily capital projects, which are under contract or near the bidding stage. The new appropriations include the contract payment to Kansas City, which was scheduled to have been sold this year, as well as the revenue from that sale.

CWSS Fund summary: encumbrances - \$0
 reappropriations - \$809,566
 new appropriations - (\$1,519,475)

EMERGENCY SERVICES FUND - The 4th ambulance, to be used for transports, was purchased in 2014, and the last of the necessary equipment is carried over to 2015. The operating subsidy from the General Fund is decreased by the increase in the transport contract with Cass Regional.

Emergency Services summary: re-appropriations - \$2,800

Council Bill No. 031**Ordinance No.****AN ORDINANCE AMENDING THE OPERATING BUDGET FOR THE CITY OF HARRISONVILLE, MISSOURI, FOR THE FISCAL YEAR JANUARY 1, 2015, THROUGH DECEMBER 31, 2015.**

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

Section 1: That the annual operating budget for the City of Harrisonville, Missouri, for the fiscal year beginning January 1, 2015, and ending on December 31, 2015, a copy of which is appended hereto and made a part hereof, is hereby amended. Maximum amounts to be expended by fund are as follows:

FUND	BUDGETED EXPENDITURES	BUDGETED REVENUES
GENERAL	8,788,331	7,719,789
PARK	490,130	471,100
SALES TAX	1,624,415	1,623,225
EMERGENCY SERVICES	3,320,230	3,319,180
COMMUNITY CENTER	1,176,955	1,155,150
REFUSE COLLECTION	496,345	496,600
ELECTRIC	14,476,604	12,761,480
WATER/SEWER	11,020,483	12,021,987
DEBT SERVICE	819,315	823,000
AQUATIC CENTER	144,710	149,790
	42,357,518	40,541,301

Section 2: That the City Administrator is hereby authorized to amend the line items of the budget as needed, but in no event shall more funds be expended for any particular fund than that authorized by this budget without prior approval of the Board of Aldermen. In addition, any monies set aside for capital outlays shall not be used for any other purposes without prior approval of the Board of Aldermen.

Section 3. That this ordinance shall become effective immediately upon its passage and approval.

Vote taken as follows:

Ayes: Aldermen

Nays:

Absent:

Abstain:

Read two times by title only on the 6th day of April, 2015, and passed by the Board of Aldermen this 6th day of April, 2015.

Kevin W. Wood, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 6th day of April, 2015.

2015 Budget Re-appropriations

GENERAL

Re-appropriations

01-6-0101-0216	\$5,000	Establish downtown Harrisonville CID
01-6-0101-0216	\$4,930	Community survey
01-6-0101-0413	\$1,348	Text and call alerts (2nd half of 2013 project)
01-6-0103-0216	\$4,000	Payroll system implementation
01-6-0103-0305	\$5,068	Safety equipment
01-6-0103-0310	\$1,250	Chromebooks
01-6-0203-0216	\$2,500	Smartgov licensing training
01-6-0203-0313	\$1,442	E Telephones
01-6-0215-0210	\$1,250	E Light replacements
01-6-0230-0504	\$1,925	Replace computer equipment
01-6-0311-0305	\$4,550	E Body armor
01-6-0311-0330	\$4,932	DWI recoupment expenditures
01-6-0312-0214	\$36,899	Unspent animal control donations
01-6-0608-0216	\$26,000	Dangerous structure removals
01-6-0717-0210	\$1,175	E Door replacement
01-6-0717-0216	\$2,000	E Heater installation
01-6-0717-0340	\$11,000	Aviation fuel
01-6-0718-0216	\$15,000	Title work Lake Harrisonville
01-6-0816-0402	(\$89,600)	Reduce EMS operating subsidy

01-6-0907-1036	\$15,000	Annual striping program
01-6-0907-1067	\$18,054	E N. Independence Bridge
01-6-0907-1076	\$150,000	Mechanic Street MoDOT project
01-6-0918-1074	\$40,000	Park Dam Rip-rap
01-6-0938-1003	\$46,534	E Sidewalk program
01-6-0917-1072	\$68,738	E Airport capital project
01-6-0936-1073	\$144,800	Morningview stormwater
01-6-0936-1075	\$134,300	Ann Terrace stormwater
01-6-0990-1058	\$78,375	City Hall capital project
01-6-0990-1059	\$21,000	E Police Building Capital Project
	\$757,470	

New Appropriations

01-6-0311-0504	\$14,500	12 body cameras
01-6-0312-0504	\$25,000	Cat room at shelter
01-6-0917-1073	\$16,690	Taxiway Widening (Airport CIP)
01-6-0907-1076	\$70,250	Mechanic Street MoDOT project
	\$126,440	

883,910

ELECTRIC

Re-appropriations

07-6-0721-0504	\$192,399	E Line Truck
07-6-0990-4009	\$29,750	Mechanic St. utility relocation
07-6-0990-4016	\$91,623	Power & Water Bldg demo
07-6-0990-4015	\$605,059	South Transmission line rebuild
07-6-0990-4015	\$390,262	E South Transmission line rebuild
07-6-0990-4013	\$406,837	North Substation project completion
	\$1,715,930	

1,715,930

Attachment: 2015 re-approps (1812 : amend 2015 Budget)

CITY OF HARRISONVILLE

6.G.a

2015 Budget

Re-appropriations

CWSS

Re-appropriations

08-6-0721-0502	\$28,472	E	Reimburse 291 TDD for Rock Haven Sewer
08-6-0728-0211	\$14,725	E	Control panel, pump repairs
08-6-0931-3048	\$330,000		Water Treatment plant upgrades
08-6-0931-3048	\$118,100	E	Water Treatment plant upgrades
08-6-0931-3047	\$66,095		Water Master Plan
08-6-0931-3047	\$41,020	E	Water Master Plan
08-6-0931-3054	\$34,166		Power & Water Bldg demo
08-6-0990-3052	\$176,988		Mechanic St. utility relocation
	<u>\$809,566</u>		

New Appropriations

08-5535	\$ (1,680,657)		Sale of KC water line
08-6-0990-3052	\$83,012		Mechanic St. utility relocation
08-6-0103-0426	\$78,170		KC Water Line Contract through 4-30-15
	<u>\$ (1,519,475)</u>		

-709,909

EMERGENCY SERVICES

Re-appropriations

16-5365	\$89,000		Cass Regional contract
16-5931	(\$89,000)		Reduce subsidy from General Fund
16-6-0103-0504	\$2,800		Used Type 2 ambulance and equipment
	<u>\$2,800</u>		

2,800

TOTAL PROPOSED CHANGE**\$1,892,731**

Items marked with letter "E" between the dollar amount and description should have been encumbered.

Attachment: 2015 re-approps (1812 : amend 2015 Budget)



STAFF REPORT

TO: Board of Aldermen
FROM: Eric Patterson, Asst. Director
DATE: March 11, 2015
SUBJECT: Lawrence Smith Memorial Airport Runway Maintenance Design Contract

Type of Item: *Contract*

Report by James Green

Background:

In September 2014, the Board approved a design Contract with Lochner for the design of the South Hangar Area Rehabilitation Project. Due to a funding shortfall for the construction component of that project and deteriorating asphalt conditions of a higher priority elsewhere on the airport, the project has been shifted to maintaining the runway, taxi lanes and apron areas.

Per MoDOT aviation the project requires two engineering contracts, one covering Design and the other covering Construction Inspection.

The first Bill 1785 is for the Design Engineering and will cost \$28,375.00. Our match to this is from our land donation in the amount of \$1,419.00

The second Bill 1786 is for Construction Inspection and will cost \$38,600.00. Our match to this is from our land donation in the amount of \$1,930.00

The City will not have to use any cash on these two contracts.

Recommendations:

Public Works Committee recommends the agreements with Lochner in the amounts of \$28,375 (Bill 1785) and \$38,600 (Bill 1786) for a total from both contracts of \$66,975.00 be approved.

Council Bill No. 032

Ordinance No.

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF HARRISONVILLE, MISSOURI, AND H. W. LOCHNER, INC. FOR ENGINEERING SERVICES FOR RUNWAY, TAXI LANES AND APRON AREAS AT THE LAWRENCE SMITH MEMORIAL AIRPORT.

WHEREAS, the City of Harrisonville desires to make improvements to the runway, taxi lanes and apron areas at the Lawrence Smith Memorial Airport; and

WHEREAS, H. W. Lochner, Inc. is willing to provide engineering design services for this project.

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

Section 1: That the City Administrator of the City of Harrisonville is hereby authorized and directed to execute a contract with the H. W. Lochner, Inc. for engineering design for runway, taxi lanes and apron areas at the Lawrence Smith Memorial Airport.

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

Vote taken as follows:

Ayes:

Nays:

Absent:

Abstain:

Read two times by title only on April 6, 2015 and duly passed by the Board of Aldermen and approved by the Mayor of the City of Harrisonville, Missouri, this 6th day of April 2015.

Kevin W. Wood, Mayor & Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 6th day of April 2015

Airport Name: Lawrence Smith Memorial
 Project No.: 15-110C-1
 County: Cass

AVIATION PROJECT CONSULTANT AGREEMENT
 (FEDERAL ASSISTANCE)
 (Revision 01/01/11)

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

WITNESSETH:

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

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

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

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

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

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

(B) "SPONSOR'S REPRESENTATIVE" means the person or persons designated in paragraph 22(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

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

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

(E) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in paragraph 22(B) of this agreement by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Sponsor.

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

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

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

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

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

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

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

(M) "TEA-21" means the federal Transportation Equity Act for the 21st Century.

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

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

(2) SCOPE OF SERVICES:

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

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

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

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

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

(B) The Consultant shall review the information provided by the Sponsor and will as expeditiously as possible advise the Sponsor of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the Consultant shall provide new or verified data or information as necessary to meet the standards required under this Agreement. Any additional work required of the Consultant as the result of inaccurate or inadequate information provided by the Sponsor will be addressed per the provisions of paragraph 3 of this Agreement.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor as expressly established in this Agreement, consisting of published manuals and policies of MoDOT and FAA which shall be furnished by the Sponsor upon request.

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

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

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

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

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

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

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.

(B) Consultant's Certification Regarding DBE Participation: The consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement.

1. Policy: It is the policy of the U.S. Department of Transportation and the Sponsor that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 CFR Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Consultant to DBE's: The Consultant agrees to assure that DBE's have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or

in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBE's have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

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

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

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

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

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

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

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

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

6. Verification of DBE Participation: Prior to the release of the retained percentage by the Sponsor, the Consultant shall file a list with the Sponsor showing the DBE's used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Sponsor for noncompliance with 49 CFR Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the Sponsor, the Sponsor may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBE's for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Sponsor, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Sponsor is stated above in section (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in section (7)(B)(8) below is less than the percentage stated in section (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

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

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

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

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

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

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

G. Negotiated in good faith with interested DBE's, and not rejecting DBE's as unqualified without sound reasons, based on a thorough investigation of their capabilities.

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

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

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete 0% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	% OF TOTAL DBE GOAL OBTAINED BY THIS SUBCONTRACT

9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in section (7)(B)(8) is less than the Sponsor's DBE goal given in section (7)(A), then the Consultant certifies that the following good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Sponsor in section (7)(A): N/A.

(8) SUBCONSULTANTS:

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

EXCEPTIONS (subconsultant information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES

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

(C) Unless waived or modified by the Sponsor, the Consultant agrees to require, and shall provide evidence to the Sponsor, that those subconsultants shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance, for not less than the period of services under such subconsultant agreements, and in not less than the following amounts:

1. Commercial General Liability: \$500,000.00 per claim up to \$3,000,000.00 per occurrence;
2. Automobile Liability: \$500,000.00 per claim up to \$3,000,000.00 per occurrence;
3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and

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

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

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

(G) The Consultant agrees that any agreement between the Consultant and any subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and subconsultant exceeds \$25,000. Subconsultant agreements for amounts of \$25,000 or less may be lump sum or actual cost plus fixed fee as directed by the Sponsor.

(9) FEES AND PAYMENTS:

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

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the following basis, except that the lump sum fee for labor, overhead and profit plus other costs will not exceed a maximum amount payable of **\$28,375**, which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles; to the extent they are considered necessary to the execution of the item of service.

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

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

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

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

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

5. The Consultant shall provide a detailed manhour/cost breakdown for each phase of the project indicating each job classification with base wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This information shall be attached hereto and made a part of this Agreement as Exhibit V "Engineering Basic and Special Services -Cost Breakdown".

6. The Consultant shall provide a detailed breakdown of all subconsultant fees, including overhead and profit.

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

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

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than 45 days therefrom, pay the Consultant for the services rendered, to the extent of ninety-eight percent (98%) of the amount of the lump sum fee earned plus direct costs as reflected by the estimate of the portion of the services completed as shown by the progress summary, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Consultant, within 45 days after the Sponsor's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary. Two percent (2%) of the amount earned will be retained by the Sponsor until the design services as covered by the Agreement are completed by the Consultant and approved by the Sponsor and MoDOT. The payment will be subject to final audit of actual expenses during the period of the Agreement. Upon completion and acceptance of the services required by paragraph (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. In the alternative to withholding the two percent (2%) retainage as set forth above, the Sponsor may accept a letter of credit or the establishment of an escrow account, in the amount of said two percent (2%) retainage and upon such other terms

and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the two percent (2%) retainage will control.

(10) PERIOD OF SERVICE:

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

(B) The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant. Requests for extensions of time shall be made in writing by the Consultant, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. Such extension of time shall be the sole allowable compensation for all such delays. The Consultant may also receive an equitable adjustment in the maximum amount payable, provided the consultant can document the additional cost resulting from the delay. Any extensions or additional costs shall be subject to MoDOT approval.

(C) The Consultant and Sponsor agree that time is of the essence, and the Consultant and Sponsor will be required to meet the schedules in this Agreement. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant, no claim for damage shall be made by either party. The anticipated date of completion of the work, including review time, is stated in Exhibit VI of this Agreement. An extension of time shall be the sole allowable compensation for any such delays. The Consultant may also receive an equitable adjustment in the maximum amount payable, provided the consultant can document the additional cost resulting from the delay. Any extensions or additional costs shall be subject to MoDOT approval.

(D) As used in this provision, the term "delays due to unforeseeable causes" includes the following:

1. War or acts of war, declared or undeclared;
2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;
3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;
4. Court proceedings;

5. Changes in services or extra services.

(11) SUSPENSION OR TERMINATION OF AGREEMENT:

(A) The Sponsor may, without being in breach hereof, suspend or terminate the Consultant's services under this Agreement, or any part of them, for cause or for the convenience of the Sponsor, upon giving to the Consultant at least fifteen (15) days' prior written notice of the effective date thereof. The Consultant shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Sponsor.

(B) Should the Agreement be suspended or terminated for the convenience of the Sponsor, the Sponsor will pay to the Consultant its costs as set forth in paragraph (9)(B), including a proportional amount of the lump sum fee based upon an estimated percentage of Agreement completion prior to such suspension or termination, direct costs as defined in this Agreement for services performed by the Consultant plus reasonable costs incurred by the Consultant in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Consultant's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

(C) The Consultant shall remain liable to the Sponsor for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Consultant. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

(D) The Consultant shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Consultant is deprived of the opportunity to complete the Consultant's services.

(E) Upon the occurrence of any of the following events, the Consultant may suspend performance hereunder by giving the Sponsor 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Sponsor. In the event the condition is not remedied within 120 days of the Consultant's original notice, the Consultant may terminate this agreement.

1. Receipt of written notice from the Sponsor that funds are no longer available to continue performance.

2. The Sponsor 's persistent failure to make payment to the Consultant in a timely manner.

3. Any material contract breach by the Sponsor.

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

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

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

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

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

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

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

II. Any rights of copyright to which Sponsor, its consultant or subconsultant purchases ownership with payments provided by this agreement.

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

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

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

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

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

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

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

(B). Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor in data files compatible with **AutoCAD 2011** (specify CADD version). The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

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

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

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

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

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

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

(C) If the Consultant has a claim for payment against the Sponsor which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made in triplicate within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding paragraph 22 of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Sponsor. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

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

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

(F) Notwithstanding paragraphs (A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

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

(15) INDEMNIFICATION RESPONSIBILITY:

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

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

(C) Neither the Sponsor 's review, approval or acceptance of, or payment for, any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Sponsor on this project arising out of the Consultant's services hereunder.

(16) INSURANCE:

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

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

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

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

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

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

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

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

(E) Any insurance policy required as specified in paragraph No. (16) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(17) CONSTRUCTION PHASE OF THE PROJECT:

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

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

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

(18) NONDISCRIMINATION ASSURANCE: With regard to services under this Agreement, the Consultant agrees as follows:

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

(B) Executive Order: The Consultant shall comply with all provisions of Executive Order 94-03, issued by the Honorable Mel Carnahan, Governor, on January 14, 1994, promulgating a code of fair practices in regard to nondiscrimination, which executive order is incorporated herein by reference and made a part of this Agreement. This Executive Order 94-03 prohibits discriminatory employment practices by the Consultant or its subconsultants based upon race, color, religion, creed, national origin, sex, disability, veteran status, or age.

(C) Administrative Rules: The Consultant shall comply with the USDOT rules relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which rules are incorporated herein by reference and made a part of this Agreement.

(D) Nondiscrimination: The Consultant shall not discriminate on the grounds of race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subconsultants, including the procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including in its employment practices.

(E) The Solicitation for Subcontracts, Including the Procurements of Material and Equipment: These assurances which concern nondiscrimination also apply to the subconsultants and suppliers of the Consultant. In all solicitations either by competitive bidding or negotiation made by the Consultant for services to be performed under a subcontract (including procurement of materials or equipment), each potential subconsultant or supplier shall be notified by the Consultant of the requirements of this Agreement relative to nondiscrimination on the grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

(F) Information and Reports: The Consultant shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the USDOT to be necessary to ascertain compliance with other contracts, orders, and instructions. Where any information which is required of the Consultant is in the exclusive

possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Sponsor or the USDOT as appropriate, and shall set forth what efforts the Consultant has made to obtain the information.

(G) Sanctions for Noncompliance: In the event the Consultant fails to comply with the nondiscrimination provisions of this Agreement, the Sponsor shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments to the Consultant under this Agreement until the Consultant and its subconsultant(s) comply; or

2. The cancellation, termination, or suspension of this Agreement, in whole or in part; or both.

(H) Incorporation of Provision: The Consultant shall include these nondiscrimination provisions in every subcontract it makes relating to this project, including the procurement of materials and lease of equipment, unless exempted by federal law, or USDOT regulations or instructions. The Consultant shall take such action with respect to any subcontract or procurement as the Sponsor or MoDOT may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided that in the event the Consultant becomes involved or is threatened with litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States. The Consultant shall take the acts which may be required to fully inform itself of the terms of, and to comply with, said state and federal laws.

(19) AVIATION FEDERAL AND STATE CLAUSES:

(A) Airport and Airway Improvement Act of 1982, Section 520 General Civil Rights Provisions, (Version I, 1/5/90):

The Consultant assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the consultant or its transferee for the period during which Federal assistance is extended to the airport aid program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport commission or any provision of similar services or benefits or (b) the period during which the airport commission or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

(B) Rights to Inventions - 49 CFR Part 18, (Version I, 1/5/90):

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal Grant under which this contract is executed. Information regarding these rights is available from the Sponsor or the FAA.

(C) Breach of Contract Terms Sanctions - 49 CFR Part 18, (Version I, 1/5/90):

Any violation or breach of the terms of this contract on the part of the Consultant or Subcontractor/Subconsultant may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement.

(D) Trade Restrictions Clause - 49 CFR Part 30, (Version I, 1/5/90):

1. The Consultant or subconsultant, by submission of an offer and/or execution of a contract, certifies that it:

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

B. has not knowingly entered into any contract or subcontract for this project with a Consultant that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals or foreign country on said list.

C. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

2. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant who is unable to certify to the above. If the consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the FAA may direct, through the Sponsor, cancellation or the agreement at no cost to the Sponsor, MoDOT or the Federal Government.

3. Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

4. The Consultant shall provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a Subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstance. The subcontractor/subconsultant agrees to provide immediate written notice to the Consultant, if at any time it learns its certification was erroneous by reason of changed circumstances.

5. This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the FAA may direct, through the Sponsor, cancellation of the Agreement or subcontract for default at no cost to the Sponsor or the Federal Government.

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

7. This certification concerns a matter within the jurisdiction an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(E) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, (Version I, 1/5/90):

The consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

(F) Energy Policy and Conservation Act:

The consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

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

be incorporated into all of its agreements with, and to be binding upon, all subconsultants of the Consultant in the performance of this Agreement.

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

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

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

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	James Green, Airport Manager		
SPONSOR'S NAME	City of Harrisonville, Missouri		
SPONSOR'S ADDRESS	P.O. Box 367 Harrisonville, MO 664701		
PHONE	816.380.5039	FAX	
E-MAIL ADDRESS	airport@ci.harrisonville.mo.us		

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

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

NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE	Christopher V. Flageolle, P.E.; Project Manager		
CONSULTANT'S NAME	H.W. Lochner, Inc.		
CONSULTANT'S ADDRESS	903 E. 104 th Street, Suite 800 Kansas City, MO 64131		
PHONE	816-363-2696	FAX	816-363-0027
E-MAIL ADDRESS	cflageolle@hwlochner.com		

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

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

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

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

(26) SEVERABILITY AND SURVIVAL:

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

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

(27) PAYMENT BOND: In the event a subconsultant is used for any services under this Agreement, Consultant shall provide a payment bond under Section 107.170 RSMo. Supp., as amended, for any services which are printing, aircraft, archaeology, surveying, hazardous waste or geotechnical including but not limited to the collection of soil samples. Any payment bond must be acceptable to the Sponsor and must be provided prior to the performance of service. The cost for the payment bond must have been included in the fee of the Consultant under this Agreement.

A payment bond shall not be required for subconsultant services for which the aggregate costs are \$25,000 or less or when the subconsultant is an engineering firm that is performing non-engineering services per current MoDOT policy.

(28) CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the consultant's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 CFR Part 20 including Appendix A and B to Part 20. Consultant agrees to abide by all certification or disclosure requirements in 49 CFR Part 20 which are incorporated herein by reference.

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

- (A) Exhibit I: Project Description.
- (B) Exhibit II: Scope of Services.
- (C) Exhibit IIA: Current FAA Advisory Circulars, Standards, Guidance and MoDOT Standards
- (D) Exhibit III: Services Provided by the Sponsor.
- (E) Exhibit IV: Derivation of Consultant Project Costs.
- (F) Exhibit V: Engineering Basic and Special Services - Cost Breakdown.
- (G) Exhibit VI: Performance Schedule

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper officials.

Executed by the Consultant the 9th. day of March, 2015.

Executed by the Sponsor the _____ day of _____, 2015.

Sponsor:
CITY OF HARRISONVILLE, MO

Consultant:
H.W. LOCHNER, INC.

By: _____
Signature

By: _____
Signature

Title: _____

Title: Vice President --Dir. of Aviation

ATTEST:

ATTEST:

By: _____
Signature

By: _____
Signature

Title: _____

Title: Project Manager

EXHIBIT I**PROJECT DESCRIPTION**

1. Perform pavement maintenance of the airfield pavements to include Runway 17-35, turnarounds, apron connecting taxiways, and apron. The project will consist of crack repair, full depth asphalt patching, surface treatment sealcoat, and new pavement markings.

EXHIBIT II

SCOPE OF SERVICES

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

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

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

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

A. BASIC SERVICES

1. Preliminary Phase

- a. Coordinate the scope with Sponsor and MoDOT Aviation Section for project formulation.
- b. Develop preliminary engineer's opinion of probable construction cost and project budget.
- c. Perform site inspection of airfield pavements.

2. Design Phase

- a. Prepare preliminary design report (bound) bearing the engineer's seal. As

a minimum, the design report will include:

- a narrative regarding the airport improvements in this project.
 - pavement marking analysis.
 - a list of any proposed modifications to design/construction standards and other FAA and MoDOT standards along with the reason(s) and justifications for the modifications.
 - an engineer's opinion of probable construction cost.
 - summary of recommendations.
- b. Prepare construction plans and contract documents/technical specifications in accordance with current MoDOT and FAA standards, and other criteria.
- 1) Prepare construction plans:
The construction plans will be incorporated into the Contract Documents/Technical Specifications and delineate the improvements in the project. The construction plans will generally include the following:
 - Title Sheet with project name/description, location map, index of sheets and runway data table.
 - General Airport Layout Plan with Construction Safety and Phasing Plan.
 - General Notes and Summary of Quantities
 - Pavement Repair Details
 - Surface Treatment Sealcoat Plan
 - Pavement Marking Plans and Details.
 - 2) Prepare Contract Documents/Technical Specifications.
 - 3) Revise plan quantities and preliminary engineers' opinion of probable construction cost and project budget.
 - 4) Submit Engineer's Design Report, Construction Plans, Contract Documents/Technical Specifications, engineer's opinion of probable construction costs and project budget to the Sponsor and MoDOT for review and comments. The Sponsor and MoDOT will each be provided with one (1) copy.
 - 5) Finalize Engineer's Design Report, Construction Plans and Contract Documents/Technical Specifications with consideration of preliminary review comments from the Sponsor and MoDOT.

- 6) Submit a final Design Report, sealed set of Construction Plans and Contract Documents/Technical Specifications, Engineer's Opinion of Probable Construction Cost and Project Budget to the Sponsor and MoDOT. The Sponsor and MoDOT will each be provided with one (1) copy.

3. Bidding Phase

- a. Assist the Sponsor with advertisement for bids and send "Notice to Bidders" to prospective contractors. (Sponsor shall place advertisements in appropriate media.)
- b. Print and distribute Construction Plans and Contract Documents/Technical Specifications to plan holding houses and prospective Bidders.
- c. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Documents/Technical Specifications during the bidding phase.
- d. There will not be a pre-bid meeting.
- e. Attend and conduct the bid opening, tabulate and analyze bid results, review contractor's qualifications, and make recommendation of contract award to Sponsor.

B. SPECIAL SERVICES

1. Administrative Assistance

- a. Assist the Sponsor in preparation of Project Grant Application for funding for submittal to MoDOT.
- b. Assist the Sponsor in preparation of required Sponsor Certifications and grant reimbursement requests throughout the Project for submittal to MoDOT
- c. Coordinate with the Sponsor and MoDOT, and answer questions during the course of the Project.

C. CONSTRUCTION SERVICES

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

EXHIBIT IIA
FAA Advisory Circulars, Standards, Guidance and Commission Standards
Revision 01/01/11

Sponsor is responsible to check the FAA website for the most current Advisory Circulars, AIP sponsor guides, and engineering briefs at the time of execution of the project consultant agreement. They are available on the FAA Central Region website at: http://www.faa.gov/airports/resources/advisory_circulars/.

NUMBER	TITLE
70/7460-1K Change 1	Obstruction Marking and Lighting
150/5050-8	Environmental Management Systems for Airport Sponsor's
150/5070-6B Change 1	Airport Master Plans
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-15A	Civil Rights Requirements for the Airport Improvement Program
150/5100-17 Changes 1-6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5190-6	Exclusive Rights at Federally-Obligated Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C	Airport Winter Safety and Operations
150/5200-32A	Reporting Wildlife Aircraft Strikes
150/5200-33B	Hazardous Wildlife Attractants on or Near Airports
150/5200-34A	Construction or Establishment of Landfills Near Public Airports
150/5200-36	Qualifications for Wildlife Biologist Conducting Wildlife Hazard Assessments and Training Curriculums for Airport Personnel Involved in Controlling Wildlife Hazards on Airports
150/5200-37	Introduction to Safety Management Systems (SMS) for Airport Operators
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-20 Change 1	Ground Vehicle Operations on Airports
150/5210-24	Airport Foreign Object Debris (FOD) Management
150/5220-10D	Guide Specification for Aircraft Rescue and Fire Fighting Vehicles

150/5220-16C	Automated Weather Observing Systems (AWOS) for Non Federal Applications
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20 Change 1	Airport Snow and Ice Control Equipment
150/5220-23	Frangible Connections
150/5230-4A	Aircraft Fuel Storage, Handling, and Dispensing on Airports
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-9B	Predesign, Prebid and Preconstruction Conferences for Airport Grant Projects
150/5300-13 Changes 1-15	Airport Design
150/5300-14B	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17B	General Guidance and Specifications for Aeronautical Survey Airport Imagery Acquisition and Submission to the National Geodetic Survey
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5C Change 1	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5A	Standardized Method of Reporting Airport Pavement Strength-PCN
150/5340-1K	Standards for Airport Markings
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26B	Maintenance of Airport Visual Aid Facilities

150/5340-30E	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821 Panels for Control to Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7E	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacon
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	Specification for L-823, Plug and Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28F	Precision Approach Path Indicator Systems (PAPI)
150/5345-39C	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42F	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43F	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Taxiway and Runway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47B	Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVSI)
150/5345-53C & Addendum	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56A	Specification for L-890, Airport Lighting Control and Monitoring System
150/5360-9	Planning and Design of Airport Terminal Facilities at Non-Hub Locations
150/5360-12E	Airport Signing & Graphics

150/5360-13	Planning and Design Guidance for Airport Terminal Facilities
150/5360-14	Access to Airports by Individuals with Disabilities
150/5370-2E	Operational Safety on Airports During Construction
150/5370-6D	Construction Progress and Inspection Report--Airport Improvement Program
150/5370-10E	Standards for Specifying Construction of Airports
150/5370-11A	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavements
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5370-13A	Offpeak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-14A	Hot Mix Asphalt Paving Handbook
150/5370-15A	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7A	Airport Pavement Management Program
150/5380-8A	Handbook for Identification of Alkali-Silica Reactivity in Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2B	Heliport Design
FAA	910 - Predesign Conference
FAA	920 – Engineer's Report (& Pavement Design)
FAA	940 – Regional Approved Modifications to AC 150/5370-10
FAA	950 – Sponsor Modifications to FAA Standards
FAA	960 - Safety Plan
FAA	1040 – Preconstruction Conference
FAA	1060 - Labor Provisions
FAA	1100 – Runway Commissioning
FAA	1310 – Environmental Site Assessment
FAA	1750 - Pavement Maintenance
FAA	Engineering Briefs
MoDOT	MoDOT DBE Program

The MoDOT DBE Program is available on the MoDOT website at the following address:
http://www.modot.mo.gov/business/contractor_resources/externalcivilrights.htm.

EXHIBIT III

SERVICES PROVIDED BY THE SPONSOR

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

1. Assist the Consultant in arranging to enter upon public and private property as required for the Consultant to perform his services.
2. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
3. Prompt written notice to the Consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the Consultant's services.
4. One (1) copy of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project.
5. Pay all publishing cost for advertisements of notices, public hearings, request for proposals and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities, and shall secure the necessary land easements and/or rights-of-way required for the project.
6. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.
7. Disadvantaged business enterprise (DBE) goals for the project based upon proposed bid items, quantities and opinions of construction costs.
8. Guidance for assembling bid package to meet Sponsor's bid letting requirements.
8. Designate contact person (see paragraph 22-A).

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

AIRFIELD PAVEMENT MAINTENANCE
SEAL AND REMARK RUNWAY 17-35, TURNAROUNDS, APRON CONNECTING TAXIWAYS, & APRON

LAWRENCE SMITH MEMORIAL AIRPORT
HARRISONVILLE, MISSOURI

BASIC AND SPECIAL SERVICES
January 29, 2015

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	2	\$68.00	\$ 136.00
Project Manager	13	\$56.00	\$ 728.00
Design Engineer II	61	\$38.00	\$ 2,318.00
Design Engineer I	108	\$30.00	\$ 3,240.00
Construction Observer	0	\$30.00	\$ -
Technician	64	\$23.00	\$ 1,472.00
Administrative Asst.	36	\$20.00	\$ 720.00
Total Direct Salary Costs			= \$ 8,614.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 184.32% = \$ 15,877.32

3. SUBTOTAL:

Items 1 and 2 = \$ 24,491.32

4. PROFIT:

15% of Item 3 Subtotal = \$ 3,673.70

Subtotal of Items 3 and 4 \$ 28,165.02 Lump Sum Fee

5. OUT-OF-POCKET EXPENSES:

a. Mileage	140	miles @\$0.575/mile = \$	80.50
b. Meals	2	days @ \$46.00/day = \$	92.00
c. Motel	0	days @ \$83.00/day = \$	-
d. Materials & Supplies		= \$	37.48

Total Out-of-Pocket Expenses = \$ 209.98 Not to Exceed

6. SUBCONTRACT COST:

a. None \$ - Not to Exceed

7. MAXIMUM TOTAL FEE:

Items 3, 4, 5 and 6 \$ 28,375.00 Not to Exceed

Exhibit IV-1

ENGINEERING BASIC AND SPECIAL SERVICES - COST BREAKDOWN
AIRFIELD PAVEMENT MAINTENANCE
SEAL AND REMARK RUNWAY 17-35, TURNAROUNDS, APRON CONNECTING TAXIWAYS, & APRON
LAWRENCE SMITH MEMORIAL AIRPORT
HARRISONVILLE, MISSOURI
BASIC AND SPECIAL SERVICES

January 29, 2015

Classification:	Principal	Project Manager	Design Engineer II	Design Engineer I	Construction Observer	Technician	Admin. Assistant	Other Costs	
Hourly Rate:	\$222.34	\$183.10	\$124.25	\$98.09	\$98.09	\$75.20	\$65.39		
<u>A. BASIC SERVICES</u>									
1. Preliminary Phase:									
Total =	\$4,325.00	2 \$444.68	3 \$549.31	16 \$1,987.97	8 \$784.72	0 \$0.00	0 \$0.00	7 \$457.76	(1,2) \$ 100.58
2. Design Phase:									
Total =	\$16,500.00	0 \$0.00	2 \$366.20	24 \$2,981.95	80 \$7,847.23	0 \$0.00	60 \$4,512.16	12 \$784.72	(2) \$ 7.73
3. Bidding Phase:									
Total =	\$4,900.00	0 \$0.00	4 \$732.41	13 \$1,615.22	16 \$1,569.45	0 \$0.00	4 \$300.81	9 \$588.54	(2) \$ 93.57
PART A SUBTOTAL =		<u>\$ 25,725.00</u>							
<u>B. SPECIAL SERVICES</u>									
1. Administrative Assistance:									
Total =	\$2,650.00	0 \$0.00	4 \$732.41	8 \$993.98	4 \$392.36	0 \$0.00	0 \$0.00	8 \$523.15	(2) \$ 8.10
PART B SUBTOTAL =		<u>\$ 2,650.00</u>							
GRAND TOTAL =		<u>\$ 28,375.00</u>							

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

JCH
3/7/15

EXHIBIT VI

PERFORMANCE SCHEDULE

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

A. BASIC SERVICES

- | | |
|--|---|
| 1. Preliminary Phase | As Required |
| 2. Design Phase | |
| b.4) Submittal of Design Report, 100% Plans and Contract Documents/Specifications for review | (45) calendar days after receipt of NTP |
| b.6) Submittal of Final Design Report, Plans and Contract Documents/Specifications for bidding | (21) calendar days after receipt of review comments |
| 3. Bidding Phase | As Required |

B. SPECIAL SERVICES

- | | |
|------------------------------|-------------|
| 1. Administrative Assistance | As Required |
|------------------------------|-------------|

C. CONSTRUCTION SERVICES

- | | |
|--|--|
| 1. Construction Services may be added by Supplement. | |
|--|--|



STAFF REPORT

TO: Board of Aldermen
FROM: Eric Patterson, Asst. Director
DATE: March 11, 2015
SUBJECT: Lawrence Smith Memorial Airport Construction Inspection Contract

Type of Item: *Contract*

See Previous Bill (1785) for Description

Council Bill No. 033**Ordinance No.**

**AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO
EXECUTE AN AGREEMENT BETWEEN THE CITY OF HARRISONVILLE,
MISSOURI, AND H. W. LOCHNER, INC. FOR CONSTRUCTION INSPECTION
SERVICES FOR IMPROVEMENTS TO RUNWAY, TAXI LANES AND APRON
AREAS AT THE LAWRENCE SMITH MEMORIAL AIRPORT.**

WHEREAS, the City of Harrisonville desires to make improvements to the runway, taxi lanes and apron areas at the Lawrence Smith Memorial Airport; and

WHEREAS, H. W. Lochner, Inc. is willing to provide construction inspection services for this project.

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

Section 1: That the City Administrator of the City of Harrisonville is hereby authorized and directed to execute a contract with the H. W. Lochner, Inc. for construction inspection services for runway, taxi lanes and apron areas at the Lawrence Smith Memorial Airport.

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

Vote taken as follows:

Ayes:

Nays:

Absent:

Abstain:

Read two times by title only on April 6, 2015 and duly passed by the Board of Aldermen and approved by the Mayor of the City of Harrisonville, Missouri, this 6th day of April 2015

Kevin W. Wood, Mayor & Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 6th day of April

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

(3) PERIOD OF SERVICE: Exhibit VI, Performance Schedule, of the Original Agreement is hereby revised to include time for the performance of these additional services. The total time to be added to Exhibit VI for completion of these additional services shall be 120 calendar days. The projected completion date shown on Exhibit VI is now revised to 30 calendar days from the construction NTP plus 90 calendar days from project final acceptance, which includes time for performance of all remaining services in the Original Agreement and the services in Supplemental Agreement No. 1 and submittal of all deliverables.

(4) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Supplemental Agreement No. 1. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Supplemental Agreement No. 1 dollar value.

(B) DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete 0% of the total services to be performed under this Supplemental Agreement No. 1 by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	% OF SUBCONTRACT \$ VALUE APPLICABLE TO TOTAL GOAL
N/A				

(5) SUBCONSULTANTS:

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

SDH
3/7/15

Exceptions (Subconsultant Information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
Terracon Consultants, Inc.	13910 W. 96 th Terrace Lenexa, KS 66215	Lab. Materials Testing

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

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

Executed by the Consultant this 9th day of March, 20 15.

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

CONSULTANT

By 

Title Vice President – Dir. of Aviation

SPONSOR

By _____

Title _____

ATTEST:

By 

Title Project Manager

ATTEST:

By _____

Title _____

EXHIBIT II - SA1
SCOPE OF SERVICES

1. Preliminary
 - a. Prepare copies of the Construction Plans and Project Manual for use by the Contractor during construction.
 - b. Develop a **Construction Observation Program (Non-Paving)** in accordance with MoDOT requirements.
 - c. Include a sealed, signed and dated copy of the Construction Observation Program (COP) with this executed Supplemental Agreement.
 - d. Attend and conduct a pre-construction conference. Minutes of the conference will be prepared and distributed to all attendees.
2. Provide construction administration, on-site construction observation, and material(s) testing per the COP:
 - a. Provide construction observation services, including preparation of weekly reports and other reports as required by the COP to document the prosecution and progress of the Project.
 - b. Review shop drawings and material certification submittals as provided by the Contractor.
 - c. Perform material(s) testing (field and laboratory) as required by the COP.
 - d. Respond to field issues throughout the duration of the project.
 - e. Prepare Contractor's progress estimates and Sponsor's request for reimbursement of funds.
 - f. Prepare change orders and supplemental agreements necessary for construction of the project.
 - g. Attend and conduct a final review of the Project with the Sponsor, MoDOT, and the Contractor
3. Project Closeout Phase
 - a. Prepare and submit to the Sponsor and MoDOT one (1) electronic set of record drawings on a compact disc (CD) in .pdf format copied to a single file.
 - b. Prepare and submit to the Sponsor and MoDOT a Final Testing Report as required by the COP.
 - c. Provide MoDOT with all closeout documents as required for project final acceptance.

EXHIBIT IV - SA1**DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)****AIRFIELD PAVEMENT MAINTENANCE****SEAL AND REMARK RUNWAY 17-35, TURNAROUNDS, APRON CONNECTING TAXIWAYS, & APRON****LAWRENCE SMITH MEMORIAL AIRPORT
HARRISONVILLE, MISSOURI****CONSTRUCTION SERVICES****January 29, 2015****1. DIRECT SALARY COSTS:**

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	1	\$65.00	\$ 65.00
Project Manager	33	\$56.00	\$ 1,848.00
Design Engineer II	9	\$38.00	\$ 342.00
Design Engineer I	36	\$30.00	\$ 1,080.00
Construction Observer	231	\$30.00	\$ 6,930.00
Technician	16	\$23.00	\$ 368.00
Administrative Asst.	12	\$20.00	\$ 240.00
Total Direct Salary Costs			= \$ 10,873.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 184.32% = \$ 20,041.11

3. SUBTOTAL:

Items 1 and 2 = \$ 30,914.11

4. PROFIT:

15% of Item 3 Subtotal = \$ 4,637.12

Subtotal of Items 3 and 4 \$ 35,551.23 Not to Exceed

5. OUT-OF-POCKET EXPENSES:

a. Mileage 770 miles @\$0.575/mile = \$ 442.75
 b. Meals 26 days @ \$46.00/day = \$ 1,196.00
 c. Motel 0 days @ \$83.00/day = \$ -
 d. Materials & Supplies = \$ 110.02

Total Out-of-Pocket Expenses = \$ 1,748.77 Not to Exceed

6. SUBCONTRACT COST:

a. Terracon Consultants, Inc. (Materials Testing) \$ 1,300.00 Not to Exceed

7. MAXIMUM TOTAL FEE:

Items 3, 4, 5 and 6 \$ 38,600.00

Exhibit IV-SA1

SDH
3/9/15

ENGINEERING CONSTRUCTION SERVICES - COST BREAKDOWN

AIRFIELD PAVEMENT MAINTENANCE

SEAL AND REMARK RUNWAY 17-35, TURNAROUNDS, APRON CONNECTING TAXIWAYS, & APRON

LAWRENCE SMITH MEMORIAL AIRPORT

HARRISONVILLE, MISSOURI

CONSTRUCTION SERVICES

January 29, 2015

Classification:		Principal	Project Manager	Design Engineer II	Design Engineer I	Construction Observer	Technician	Admin. Assistant	Other Costs
Hourly Rate:		\$212.53	\$183.10	\$124.25	\$98.09	\$98.09	\$75.20	\$65.39	
C. CONSTRUCTION SERVICES									
1. Preliminary:									
Total =	\$1,300.00	1 \$212.53	2 \$366.20	0 \$0.00	2 \$196.18	0 \$0.00	4 \$300.81	3 \$196.18	(2) \$ 28.10
2. Project Administration:									
Total =	\$10,875.00	0 \$0.00	28 \$5,126.86	4 \$496.99	18 \$1,765.63	16 \$1,569.45	0 \$0.00	5 \$326.97	(1,2,3) \$ 1,589.11
3. Construction Observation:									
Total =	\$22,500.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	215 \$21,089.44	0 \$0.00	0 \$0.00	(1,2) \$ 1,410.56
4. Project Closeout:									
Total =	\$3,925.00	0 \$0.00	3 \$549.31	5 \$621.24	16 \$1,569.45	0 \$0.00	12 \$902.43	4 \$261.57	(2) \$ 21.00
GRAND TOTAL	=	\$38,600.00							

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

SDH
3/9/15