



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

- 1. Call to Order & Pledge of Allegiance**
- 2. Roll Call**
 - A. Roll Call**
- 3. Ceremonial Matters**
 - A. Constitution Week 2018**
- 4. Public Participation**
- 5. Approval of Minutes**
 - A. Board of Aldermen - Regular Meeting - Jul 2, 2018 7:00 PM**
 - B. Board of Aldermen - Special Meeting - Jul 5, 2018 7:00 PM**
 - C. Minutes of Executive Session July 5, 2018**
- 6. Agenda Items**
 - A. Harrisonville Public School Foundation 5K Walk/Run event**
 - B. 2018 Trunk or Treat Event**
 - C. September Meeting**
 - D. 2018 Dash-camera Video Replacement for PD**
 - E. Property Recommendations**
 - F. Council Bill 47: A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A SUPPLEMENTAL AGREEMENT BETWEEN THE CITY OF HARRISONVILLE, MISSOURI, THE MISSOURI DEPARTMENT OF TRANSPORTATION, AND THE MISSOURI NORTHERN ARKANSAS RAILROAD COMPANY, INC. FOR THE CONSTRUCTION OF IMPROVEMENTS TO THE RAILROAD CROSSING ON 267TH ST.**

- G. Council Bill 48: AN ORDINANCE AMENDING THE OPERATING BUDGET FOR THE CITY OF HARRISONVILLE, MISSOURI, FOR THE FISCAL YEAR JANUARY 1, 2018 THROUGH DECEMBER 31, 2018.**
 - H. Council Bill 49: AN ORDINANCE VACATING ALL THAT PART OF THE TEN (10) FEET ALLEY LOCATED WITHIN BLOCK ONE (1) OF MOODY’S ADDITION TO THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, FROM THE NORTH RIGHT-OF-WAY LINE OF FOREST AVENUE EXTENDING NORTH TO THE SOUTH RIGHT-OF-WAY LINE OF THE NOW ABANDONED SAN FRANCISCO RAILROAD RIGHT-OF-WAY.**
 - I. Council Bill 50: A RESOLUTION OF THE BOARD OF ALDERMEN AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH COMMERCE BANK FOR CITY OF HARRISONVILLE DEPOSITORY SERVICES FOR A PERIOD OF THREE YEARS BEGINNING OCTOBER 1, 2018**
- 7. Aldermen and Committee Reports**
- 8. Report from the City Administrator**
 - A. City Admin Report 8-6-18**
- 9. Report from the Mayor**
- 10. Adjourn From Regular Session**

Posted on City Hall Bulletin Board this 2nd day of August 2018

Randall K. Jones, City Clerk

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



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
JULY 2, 2018
7:00 PM

1. Call to Order & Pledge of Allegiance

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

2. Roll Call

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

Others in attendance were: City Attorney John Fairfield, City Administrator Happy Welch, Public Works Director Eric Patterson, Police Chief John Hofer, Parks & Recreation Director Chris Deal, Public Information Officer Sheryl Stanley and City Clerk Randall Jones, Recording.

3. Ceremonial Matters

A. A Service Award honoring Neil Vergouven for 20 Years of Loyal Service to the City of Harrisonville

Neil Vergouven was unable to attend.

B. A Service Award honoring Steve Nichols for 15 Years of Loyal Service to the City of Harrisonville

Mayor Hasek recognized Steve Nichols, police officer, for his fifteen years of service to the City.

4. Public Participation

None.

5. Approval of Minutes

A. Board of Aldermen - Work Session - Jun 18, 2018 6:00 PM

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

B. Board of Aldermen - Regular Meeting - Jun 18, 2018 7:00 PM

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

C. Minutes of June 18, 2018 Executive Session

Motion by Alderman Dickerson and second by Alderman Long to accept the minutes of the June 18, 2018 Executive Session. Motion carried with voice vote - all ayes.

6. Agenda Items

A. Appointment to the Harrisonville Park Board: Frank DeMoro II

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

B. Approve 504/ADA Accessibility Compliance Policy

Staff report presented by City Administrator Happy Welch.

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

C. A Resolution approving an Agreement for Police Services between the City of Harrisonville and the Harrisonville Cass R-IX School District, Authorizing the City Administrator to sign the Agreement, and establishing an Effective Date.

Staff report presented by City Administrator Happy Welch. Upon passage, Mayor Hasek designated it to be Resolution #29-18.

Minutes Acceptance: Minutes of Jul 2, 2018 7:00 PM (Approval of Minutes)

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

D. Question: Shall the July 16 meeting be cancelled?

After discussion on whether to cancel the July 16th meeting due to Mayor Hasek being out of town, Alderman Bowman said she would like to not wait and have the Corporal position for the police department presented at the July 16th meeting. It was the consensus to continue with the second meeting in July as scheduled.

7. Aldermen and Committee Reports

Alderman Bowman reminded everyone of the 4th of July celebration at the park, the Town Hall meeting on July 7th and also the Tractor Show on the Square on the 7th as well.

Alderman Reece asked about the police report regarding one of her signs that caused an accident. City Administrator Welch stated that the report was found and her sign was not involved.

8. Report from the City Administrator

Report presented to Mayor and Board.

9. Report from the Mayor

Reminder of the Park celebration on the 4th but will not have Mayor's dunk tank this year. Mayor Hasek reminded everyone of the Farmer's Market, Junk in the Trunk and the upcoming Tractor Show all on the Harrisonville square.

10. Adjourn to Executive Session -- RSMo. 610.021(1) Legal Actions, Causes of Actions, or Litigation

Alderman Dickerson made motion to enter into Executive Session with a second by Alderman Turner. Roll call vote was taken with all ayes. Motion carried.

11. Adjourn From Regular Session

Motion was made by Alderman Milner and second by Alderman Turner to adjourn. Motion carried. Meeting adjourned at 7:45 p.m.

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

Minutes Acceptance: Minutes of Jul 2, 2018 7:00 PM (Approval of Minutes)

Regular Meeting**Monday, July 2, 2018****7:00 PM**

ATTEST:

Randall K. Jones, City Clerk

Minutes Acceptance: Minutes of Jul 2, 2018 7:00 PM (Approval of Minutes)



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
SPECIAL MEETING
CITY HALL
JULY 5, 2018
7:00 PM

1. Call to Order & Pledge of Allegiance

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

2. Roll Call

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

Others in attendance were: City Attorney John Fairfield, City Administrator Happy Welch, Police Chief John Hofer and City Clerk Randall Jones, Recording.

3. Ceremonial Matters

None.

4. Public Participation

None.

5. Approval of Minutes

None.

6. Agenda Items**A. A Resolution of the Board of Aldermen to Amend Level 6 of the Pay Scale Compensation Structure by amending the title of Police Officer II to the title of Corporal, and Establishing an Effective Date***Staff report presented by Police Chief John Hofer.*

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

7. Aldermen and Committee Reports

Alderman Bowman was honored to wish Dennis Minich a happy birthday and stated she had been hearing good things about his newspaper.

8. Report from the City Administrator

None.

9. Report from the Mayor

None.

10. Adjourn From Regular Session

Motion by Alderman Dickerson and second by Alderman Levsen to adjourn. Motion carried. Meeting adjourned at 7:05 p.m.

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

ATTEST:

Randall K. Jones, City Clerk

Minutes Acceptance: Minutes of Jul 5, 2018 7:00 PM (Approval of Minutes)



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: June 29, 2018
SUBJECT: Harrisonville Public School Foundation 5K Walk/Run event

Type of Item: *Approval*

Issue: Harrisonville Public School Foundation 5K Walk/Run event
 scheduled for September 29, 2018 from 8 am to 9 am.

Background: The applicant, Jill Filer, Executive Director of the Harrisonville Public School Foundation has requested a parade/event permit to host a 5K walk/run in Harrisonville. This event has been hosted annually since 2008 by the applicant with no noted complaints or concerns. The requested event is scheduled as a fundraiser for the Harrisonville Public School Foundation and the Christina Collins Memorial Scholarship. The only assistance requested of city staff is traffic control. A marked patrol unit, from on duty personnel or the VIPs, will lead the runners during this event. The applicant has secured volunteers to monitor and block intersections as needed for the event. Registration will begin at Harrisonville High School at 7:00 am with walk/run to start at approximately 8:00 am. The race is estimated to be completed in about an hour. The proposed route is as follows: south from the high school on Price Street west on Elm Street, north on North Halsey, west on Ash Street, north on Sunny Swim Drive to Sandy Links Lane, Sandy Links Lane to the Golf Course. The participants will follow the same route, in reverse order, back to the High School. There is no cost for the requested City services and the required insurance coverage will be submitted to the City by the applicant should this permit be approved.

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

A. Action Item (ID # 2935)

Harrisonville Public School Foundation 5K Walk/Run event

Attachments:

Collins 5K 2018 (PDF)

SPECIAL EVENTS APPLICATION

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

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

1. Organization: Harrisonville Public School Foundation
2. Name of Applicant: Jim Flier
 Address: 503 S. Lexington, Harrisonville
 Phone: 380-2727 Cell: 738-1055
3. Purpose of Event: Raise funds for Foundation & Christina Collins Memorial Scholarship
4. Proposed date(s) and time(s) of Event: Saturday, Sept. 29
5. Location(s) where event will be held: See attached letter
6. Anticipated crowd size: 100
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: _____

APPROVED this _____ day of _____, 20____.

 Chief of Police

 City Clerk

Attachment: Collins 5K 2018 (Harrisonville Public School Foundation 5K Walk/Run event)



Harrisonville Public School Foundation

PO Box 1000
Harrisonville, MO 64701
(816) 380-2727

June 12, 2018

Board of Aldermen
City of Harrisonville
300 E. Pearl
Harrisonville, MO 64701

Dear Board of Aldermen,

The Harrisonville Public School Foundation is seeking a parade permit for the purpose of holding a 5K Walk/Run to coincide with Harrisonville High School Homecoming activities. The event would benefit the Harrisonville Public School Foundation and the Christina Collins Memorial Scholarship. The Harrisonville High School Freshmen Mentors will be assisting with the event. This group manages the Christina Collins Memorial Scholarship.

This would be the tenth year for the event which is planned for Saturday, September 29. Registration would begin the morning at 7 a.m. with the race beginning at 8 a.m. We estimate the race to be complete in an hour.

Our plan is to begin the 5K at Harrisonville High School. Parking and assembly area is available in the HHS parking lot. The route would be as follows: south on Price, west on Elm, north on North Halsey, west on Ash, north on Sunny Swim Street (into Harrisonville City Park), west on Sandy Links Lane, turning around at the golf course and following the same route back to HHS. The awards ceremony following the race will be held within the grounds of Harrisonville High School.

As for city services, we would request assistance with traffic control along the route. We will have volunteers who can man the intersections and set up cones that morning beginning at 7 a.m.

We would appreciate your approval of a parade permit for this event. If you have additional questions, please contact me at 380-2727, ext. 1224 or jill.filer@harrisonvilleschools.org

Sincerely,

Jill Filer, Executive Director
Harrisonville Public School Foundation

Attachment: Collins 5K 2018 (Harrisonville Public School Foundation 5K Walk/Run event)



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: June 29, 2018
SUBJECT: 2018 Trunk or Treat Event

Type of Item: *Approval*

Issue: The Harrisonville Rotary has requested permission to host a “Trunk or Treat” event on the historic Harrisonville square on October 28th, 2018 from 2:00 pm through 5:00 pm.

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Background: This event has been held the last six years on the square without any noted problems, complaints, or concerns. This event has become very popular and continues to grow each year. This is a joint project of the Harrisonville Rotary Club and the City of Harrisonville Parks and Recreation.

Due to the larger number of children crossing the street the square will be blocked off in its entirety to vehicular traffic. In speaking with the applicant there are no requested City services other than the use of the square area and required street blockage equipment. The Street Dept. will have staff on hand to set up and tear down the necessary barricades. The estimated cost for staff to complete this task is \$275 for this event. The necessary insurance has been provided by the City in the past.

Recommendation: Since there have been no noted concerns or complaints regarding previous events staff recommends approval for this event. If you have any questions or concerns regarding this event please feel free to contact me at the office.

B. Action Item (ID # 2936)

2018 Trunk or Treat Event

Attachments:

Trunk or Treat 2018 (PDF)

SPECIAL EVENTS APPLICATION

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

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

1. Organization: Harrisonville Rotary Club
2. Name of Applicant: Jul Flier
Address: 601 E Pearl
Phone: (816) 738-1055 Cell: (same)
3. Purpose of Event: Communitywide Trunk-or-Treat
4. Proposed date(s) and time(s) of Event: Sunday, Oct. 28
3-5 pm
5. Location(s) where event will be held: Harrisonville Square
6. Anticipated crowd size: 1,000
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: This is a joint project of the
Rotary Club + Harrisonville Parks + Rec.
This is the 7th year for the event.

APPROVED this _____ day of _____, 20 ____.

Chief of Police

City Clerk

Attachment: Trunk or Treat 2018 (2018 Trunk or Treat Event)



TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: August 2, 2018
SUBJECT: September Meetings

Type of Item: *Approval*

The first Monday of September will be Labor Day and the third Monday is during the MML Conference in Branson. We will need to shuffle around the regular meeting night. I would recommend Monday, September 10 for a regular meeting and September 24 will be our budget work session with the department heads.

C. Action Item (ID # 2962)

September Meeting



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: July 13, 2018
SUBJECT: 2018 Dash-camera Video Replacement for PD

Type of Item: *Purchase*

The 2018 City of Harrisonville budget contains \$30,600 for the replacement of six (6) L3 Mobile Vision dash cameras for the Police Department. We have recently received a Quote from L3 Mobile Vision for these dash cameras in the amount of \$3,767.56 per camera. At that quoted price we would be able to purchase eight (8) units and remain under the budgeted amount.

This would need to be a sole source purchase and would not go out for bids as the new dash cameras need to match our current dash cameras, body cameras, and video camera system server.

Life expectancy on a dash camera is about five years. We currently have seven (7) Flashback 2 (FB2) camera systems in our fleet with the most recent one purchased in 2012 so it is approaching six (6) years old. The majority of the FB2 units were purchased in 2009 so they have extended well past their useful life. We have been experiencing issues with the FB2 dash-cameras recently and it is definitely time for replacement as service is no longer available for these units. The current camera system provided from L3 Mobile Vision is a Generation 4 HD (High Definition) and would be replacing the FB2 which is Generation 2.

Since the budget permits, staff would like to purchase eight (8) L3 Mobile Vision HD dash cameras for the patrol division. The total price to purchase eight (8) dash cameras would be \$30,140.48.

Please let me know if you have any questions or concerns and thank you for your consideration.

D. Action Item (ID # 2951)

2018 Dash-camera Video Replacement for PD

Attachments:

L3 2018 (PDF)



Harrisonville Police Department

205 N. Lexington St./P.O. Box 367

Harrisonville, MO. 64701

Phone: 816-380-8940

Fax: 816-380-8938

L3 Mobile Vision Replacement Request

Chief Hofer,

As you are aware, we are beginning to have issues with many of our current Patrol Unit MVR's, L3 Mobile Vision Flashback Series (Dash Cams) in that they are aging and starting to have a high fail rate.

I have attached a list of our current MVR's installed in the fleet vehicle's. The list shows how many of each unit we have in service (FB2; FB3; FBHD) with the major bulk of these units being the 2nd generation hardware, FB2.

As you know, L3 Mobile Vision states that their product has an estimated longevity of approximately 5 years before they have a tendency to start needing repaired, or in some cases, fail completely. As the company continues to produce newer models (generation) the older models become obsolete and are no longer covered by any type of warranty and the company begins to state that they no longer service the system, or that parts are no longer manufactured for servicing.

We currently have 7 FB 2's remaining and operational / in service. The FB 2's we purchased show that the oldest model has a purchase date of March 2009, making it over 9 years old. The newest having a purchase date of 12-17-2012, making that unit coming up on 6 years.

We currently have 4 FB 3's in service, all with a purchase date of 07-30-2013 and one dated 12-01-2014.

Currently our protocol, in the event a patrol unit MVR is not functioning, is that the patrol unit is taken out of service. That patrol unit is then non-operational for a length of time, in order to

Attachment: L3 2018 (2018 Dash-camera Video Replacement for PD)

diagnose or remove the MVR unit to be sent to the manufacturer. The turn around time, if the unit can be serviced can, at times, be very lengthy.

I am proposing that with the current monies budgeted for replacement MVR's, we replace all FB 2 units immediately, prior to having a catastrophic fail rate (patrol units out of service). If enough monies are available, it would be beneficial to replace the 4 FB 3's as well.

Respectfully,



Lt. S.E. Murray #282, HPD

Attachment: L3 2018 (2018 Dash-camera Video Replacement for PD)

L3 DVR EQUIPMENT

[illegible]


Mobile-Vision, Inc.

400 Commons Way, Rockaway, NJ 07866
T. 973-453-8562 F. 973-257-3024

QUOTE

Number 210309811

Date July 05, 2018

Sold To

Harrisonville Police Dept.

Sean Murry

PO Box 367

Harrisonville, MO 64701

Phone 816-380-8931

Fax 816-380-8938

Ship To

Harrisonville Police Dept.

Sean Murry

PO Box 367

Harrisonville, MO 64701

Phone 816-380-8931

Fax 816-380-8938

Salesperson	P.O. Number	Ship Via	Terms
Ron Miller		None	

Line	Qty	SKU	Description	Unit Price	Ext.Price	Comments
1	6	FBHKUA32Z-14V	FlashbackHD Upgrade Kit, DVR, VLX, Optical Zoom Cam, 32GBSD, 14' camera cable	\$3,550.50	\$21,303.00	
2	6	MVD-SMW3C3C2CB	Antenna, Dome Wifi/GPS Thru-Hole Mount, Black, FB3/FBHD	\$197.06	\$1,182.33	

Note: Existing Backseat IR Camera will work with FBHD Upgrade

Note: Includes 1 Year Warranty

Signing below is in lieu of a formal Purchase Order.
Your signature will authorize acceptance of both pricing and product:

Signed: _____ Dated: _____

L-3 Shipping Terms are FOB Rockaway, NJ. By signing below you agree to waive your shipping terms and ship this order FOB Rockaway, NJ.

Signed: _____ Dated: _____

SubTotal	22,485.33
Tax	TBD
S&H	120.00
Total	22,605.33

Quotation is valid for 60 days from date issued. The technology described herein is controlled under the Export Administration Regulation (EAR) and may not be exported without proper authorization by the U.S. Department of Commerce. State/Local Fees and Taxes are not included.



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: July 5, 2018
SUBJECT: Property Recommendations

Type of Item: *Report*

RECOMMENDATIONS FOR CITY PROPERTY: (Open Session)

Background:

The City owns a few vacant pieces of property and other properties that are not generating any income for the city. Those properties are:

- 605 E. Wall St. - vacant property purchased for back taxes
- 300 & 304 E. Mechanic - vacant property with 302 Mechanic occupied in between.
- 204 E. Pearl - the old police department building
- North Independence - The old electric/water buildings
- North Lake - former water reservoir for city, now recreation lake

Issue:

Utilizing properties to promote development in the city.

Recommendations:

605 E. Wall St. - recommend appraisal and then auction property using the appraisal as the minimum beginning price.

300 & 304 E. Mechanic -same as 605 E. Wall St. This has a zoning designation of Government on the zoning map but it is surrounded by Commercial Business District-2 (CBD-2). CBD-2 allows for offices and retail but also allows for residential.

North Lake - Board members have conveyed that they are not in favor of splitting the property and selling the lake portion at this time. Divesting the city of the lake is not in the best interest of the city and may require a referendum from voters. The contract with the Missouri Department of Conservation is now a year to year contract. The Board should consider terminating the

agreement with the Dept. of Conservation. The Board may want to consider ways to invest in the lake to improve its asset quality.

Old Electric/Water Buildings on North Independence - seek Brownfield grants to clean up building and retain ownership. Advertise to developers and consider leasing the buildings in the future.

204 E. Pearl - retain as storage garage for police vehicles and invest in offices and exterior in the future to re-occupy.

E. Action Item (ID # 2943)

Property Recommendations



STAFF REPORT

TO: Board of Aldermen
FROM: Eric Patterson, Director
DATE: July 30, 2018
SUBJECT: MODOT Agreement for RR Xing on 267th street

Type of Item: *Agreement*

Council Bill No. 47

Resolution No.

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

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

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

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

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

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

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

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

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

Section 2: That this 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 ON THIS 6TH DAY OF AUGUST 2018.

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

ATTEST:

Randall K. Jones, City Clerk

WITNESS my hand and seal this 6TH day of August 2018

CCO Form: RR09
 Approved: 04/04 (BDG)
 Revised: 12/12 (MWH)
 Modified: 04/13 (MWH)

County Road 267
 Near Harrisonville
 Cass County
 Crossing No. 443 017C
 Job No. RRP-000S(528)

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SUPPLEMENTAL AGREEMENT FOR HIGHWAY/RAIL CROSSING IMPROVEMENTS

THIS SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), the Missouri & Northern Arkansas Railroad Company, Inc. (hereinafter, "Railroad"), and the City of Harrisonville, Missouri (hereinafter, "Agency"), pursuant to the terms of a Master Signal Agreement between the Railroad and Commission executed by the Railroad on August 20, 1980, and by the Commission on September 11, 1980.

WITNESSETH:

WHEREAS, the installation of various safety improvements appears to be warranted at an existing public highway/rail grade crossing near Harrisonville, Cass County, Missouri, where County Road 267 intersects Railroad's tracks at a point known as DOT #443 017C (hereinafter the "County Road 267 Crossing"); and

WHEREAS, the parties agree that this installation shall be in substantial compliance with the *Manual on Uniform Traffic Control Devices* (MUTCD), and will enhance safety to both highway and railroad traffic at said grade crossing; and

WHEREAS, representatives of the parties participated in a diagnostic review and field inspection of this grade crossing on January 17, 2017, during which they considered and tentatively agreed on the specific safety improvements that should be implemented to enhance safety for both highway and railroad traffic at this crossing; and

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

(1) PURPOSE: The purpose of this Supplemental Agreement is to provide for funding, installation, and maintenance of additional warning devices and other improvements at the County Road 267 Grade Crossing (hereinafter, the "Project")

(2) SCOPE OF WORK:

(A) The scope of work includes the Railroad's installation of new flashing light signals and gates with LED lights, two audible bells, a new signal bungalow with redundant constant warning time circuitry at the County Road 267 Grade Crossing (US DOT# 443 017C);

AGENCY ORIGINAL

Attachment: Rail Road Xing on 267 (MODOT Agreement for RR Xing on 267th street)

The scope of work also includes the Railroad's installation of a new concrete crossing surface extending at least two wider than the road on both sides of the County Road 267 Grade Crossing (US DOT# 443 017C);

(B) The scope of work also includes the Agency's installation of a W10-1 advance warning sign on the east side of the County Road 267 Grade Crossing (US DOT# 443 017C);

(3) FUNDING AND APPORTIONMENT: The Commission will reimburse the Railroad for one hundred percent (100%) of the eligible costs of the work described in Subsection 2(A) and Section 5 of this Supplemental Agreement. The Agency shall assume responsibility for one hundred percent (100%) of the costs of the work described in Subsection 2(B) of this Supplemental Agreement.

(4) COST OF PROJECT: The cost of the Project shall be the total monies expended by the Railroad to complete the work described in Subsection 2(A) above, all in accordance with the plan and cost estimate developed by the Railroad for this specific Project and attached to this Supplemental Agreement, and the costs incurred by the Agency in performing the additional work described in Subsection 2(B).

(5) PRELIMINARY WORK: The Railroad shall prepare and submit to the Commission a detailed plan and cost estimate for the work as described in Subsection 2(A) "Scope of Work" of this Supplemental Agreement, in accordance with the work recommended pursuant to the diagnostic review of the County Road 267 Crossing, which was conducted on January 17, 2017 and in accordance with the provisions of the Master Agreement.

The Detailed Plan shall be attached to this Supplemental Agreement as Exhibit 1; the Detailed Cost Estimate shall be attached as Exhibit 2; and both Exhibits 1 and 2 shall be incorporated by reference in this Supplemental Agreement.

(6) CHANGE ORDERS: If any material change is made in the original plan and extent of the work, reimbursement to the Railroad shall be limited to costs covered by a change order having approval of the Commission PRIOR to the performance of the work.

(7) INSTALLATION:

(A) The Railroad, upon receipt of notification from the Commission and in accordance with the Ordered Due Date of the Commission's Administrative Order pursuant to Section 389.610, RSMo, approving this Project, shall furnish all labor and material and complete the work described in Subsection 2(A) in accordance with the Master Agreements, and in accordance with the plan and estimate attached hereto, and the rules and regulations contained in the Federal-Aid Program Guide.

(B) The Agency shall complete its performance of the work described

in Subsection 2(B) of this Supplemental Agreement, in accordance with the Ordered Due Date of the Commission's Administrative Order approving and authorizing the Project described in this Supplemental Agreement.

(8) FORCE ACCOUNT AND NON-FORCE ACCOUNT WORK: The Railroad will furnish all of the material and do all of the work described in Subsection 2(A) and in Section 5 of this Supplemental Agreement, and the Agency will furnish all the material and do the work described in Subsection 2(B), each with its respective own forces, or either party may perform the work using a contractor paid under a contract let by the Railroad in compliance with provisions of 23 C.F.R. Chapter I, Subchapter B, Part 140, Subpart I and Chapter 34 RSMo. Relevant provisions of 23 C.F.R. and Chapter 34 RSMo are by reference made part of this Supplemental Agreement.

(9) MAINTENANCE AND OPERATION: The Railroad shall operate and maintain the warning devices described in Subsection 2(A) at the Railroad's expense as long as it operates trains through the crossing; or until the Commission orders that signals are no longer necessary at the crossing; or until the crossing is abandoned, closed, or for any reason the operation and maintenance of the signals becomes unnecessary.

(10) RELOCATION OF SIGNALS: In the event the warning devices become unnecessary for any of the above reasons, the Railroad shall remove and install the devices at another crossing mutually acceptable to the Commission and the Railroad.

(11) PAYMENT PROVISIONS:

(A) The Commission shall reimburse the Railroad within sixty (60) days after it has received Railroad's progressive invoices, and within one hundred twenty (120) days after it has received the Railroad's final invoice and statement of costs (which shall be conspicuously marked "FINAL"), for the actual costs incurred by the Railroad for eligible work performed in accordance with this Agreement. If the Commission disputes any invoice, the Commission shall pay the Railroad any undisputed amount within sixty (60) days of receipt of the invoice and, within thirty (30) days after receipt of the invoice, notify the Railroad of the disputed amount and request supporting documentation to verify the accuracy of the invoice. The Commission shall thereafter pay the Railroad any remaining portions of the invoice within thirty (30) days of receipt of documentation adequate to justify the disputed expenditures.

(B) Upon receipt of the Railroad's final statement of costs and after a review of the statement in relation to the work performed, the Commission will reimburse the Railroad with State and Federal funds pursuant to 23 USC 130, for one hundred percent (100%) of the costs incurred by the Railroad for its work as described in Subsection 2(A) and Section 5 of this Supplemental Agreement. If audit reveals that the Railroad has been overpaid, the Railroad will immediately refund to the Commission such overpayment. If audit reveals that the Railroad has been underpaid, the Commission will reimburse the Railroad for such underpayment.

(12) AGENCY OBLIGATION: In addition to performing the work described in Subsection 2(B) of this Supplemental Agreement, the Agency hereby agrees to cooperate in the handling of traffic during all of the construction work described in Subsection 2(A) of this Agreement.

(13) INDEMNIFICATION BY THE AGENCY:

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

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

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

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

(14) NON-EMPLOYMENT OF UNAUTHORIZED ALIENS: Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

(A) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the

employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

(B) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit 3.

(15) WAIVER OF HEARING ON ISSUANCE OF ADMINISTRATIVE ORDERS: This Supplemental Agreement is made subject to approval of the proposed Project by a final administrative order issued by the Missouri Highways and Transportation Commission, or by the Missouri Administrative Hearing Commission (hereinafter "AHC"), in accordance with section 389.610, RSMo Supp. 2004. With reference to the issuance of that administrative order, the Railroad, the Agency and the Commission stipulate that the construction of the Project as described in this Supplemental Agreement will promote public safety, and will not adversely affect public necessity. The Railroad and the Agency each consents that the Commission or the AHC, or both, may issue administrative orders approving and authorizing the construction of this Project in conformity with the provisions of this Supplemental Agreement, and the Railroad and the Agency each waives its right to notice and an opportunity for hearing before the issuance of these administrative orders provided no other party requests a hearing.

(16) NONDISCRIMINATION ASSURANCE: If work under this Supplemental Agreement is funded in whole or in part with any Federal funds administered by the United States Department of Transportation, the following provisions apply:

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

(B) Administrative Rules: The Railroad and the Agency shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Supplemental Agreement.

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

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

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

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

1. Withholding of payments under this Supplemental Agreement until the Railroad and the Agency complies; and/or
2. Cancellation, termination or suspension of this Supplemental Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Railroad and the Agency shall include the provisions of Section (16) of this Supplemental Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The Railroad and

the Agency will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Railroad and the Agency becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Railroad and the Agency may request the United States to enter into such litigation to protect the interests of the United States.

(17) COMPLIANCE WITH LAWS: The Railroad shall comply with all applicable Federal, State and local laws and regulations in the performance of this Supplemental Agreement.

(18) BUY AMERICA: The Railroad agrees to abide by the provisions of the Buy America requirements of the 49 CFR Part 661.

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

(20) COMMISSION REPRESENTATIVE: The Multimodal Operations Director is designated as the Commission's representative for the purpose of administering the provisions of this Supplemental Agreement.

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

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

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

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

(25) AUDIT OF RECORDS: The Railroad shall maintain all records relating to this Supplemental Agreement, including but not limited to invoices and payrolls. These records must be available at all reasonable times at no charge to the Commission

and/or its designees or representatives during the period of this Supplemental Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Supplemental Agreement.

(26) RAILROAD NOTIFICATION: At least five (5) days prior to the commencement of work described in Subsection 2(A) or Section 5, the Railroad shall notify the Commission of the date it plans to commence said work. If the Commission does not receive said notification from the Railroad, the Commission may withhold an amount of five percent (5%) of the final payment to the Railroad. Such five percent (5%) payment will not be provided to the Railroad until after a final audit has been performed by the Commission.

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

(28) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Master Agreement and all previous Supplemental Agreements between the parties shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement on the last date written below. The Agency executed same pursuant to Ordinance No. _____, of said Agency, approved on the ____ day of _____, 20__.

Executed by Railroad this _____ day of _____, 20__.

Executed by Agency this _____ day of _____, 20__.

Executed by Commission this _____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

Missouri & Northern Arkansas Railroad
Company, Inc.

Michelle Teel
Multimodal Operations Director

By _____

Name _____

Title _____

ATTEST:

CITY OF HARRISONVILLE, MISSOURI

Commission Secretary

By _____

Title _____

APPROVED AS TO FORM:

Senior Administrative Counsel

By _____

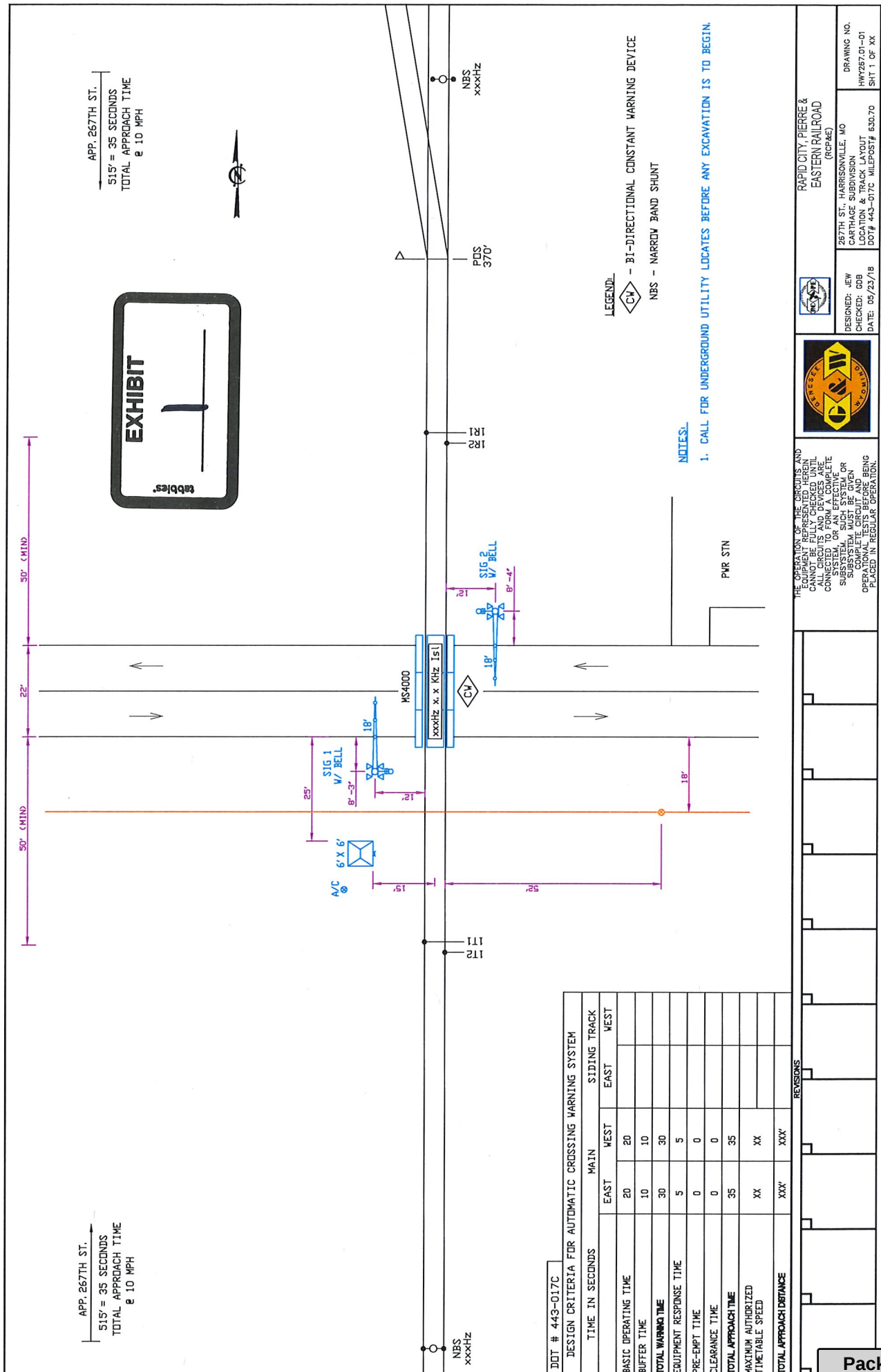
Title _____

City Ordinance No. _____



PLACEHOLDER FOR
DETAILED PLAN
TO BE PREPARED BY RAILROAD

*[DRAFTER'S NOTE: PLEASE INSERT ACTUAL EXHIBIT
IN LIEU OF THIS PLACEHOLDER PAGE, AND
THEN DELETE THIS PAGE]*



DOT # 443-017C

DESIGN CRITERIA FOR AUTOMATIC CROSSING WARNING SYSTEM

TIME IN SECONDS	MAIN		SIDING TRACK	
	EAST	WEST	EAST	WEST
BASIC OPERATING TIME	20	20		
BUFFER TIME	10	10		
TOTAL WARNING TIME	30	30		
EQUIPMENT RESPONSE TIME	5	5		
PRE-EMPT TIME	0	0		
CLEARANCE TIME	0	0		
TOTAL APPROACH TIME	35	35		
MAXIMUM AUTHORIZED TIMEABLE SPEED	XX	XX		
TOTAL APPROACH DISTANCE	XXX'	XXX'		

THE OPERATION OF THE CIRCUITS AND EQUIPMENT REPRESENTED HEREIN CAN ONLY BE ASSURED IF ALL CABLES, CIRCUITS AND DEVICES ARE CONNECTED TO FORM A COMPLETE SYSTEM. IF AN EXISTING SUBSYSTEM IS TO BE USED, THE SUBSYSTEM MUST BE GIVEN A COMPLETE TEST BEFORE BEING PLACED IN REGULAR OPERATION.

REVISIONS

NO.	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

DESIGNED: JEW
CHECKED: GDB
DATE: 05/23/18

RAPID CITY, PIERRE & EASTERN RAILROAD (RCP&E)

267TH ST., HARRISONVILLE, MO
CARTHAGE SUBDIVISION
LOCATION & TRACK LAYOUT
DOT# 443-017C MILEPOST# 630.70

DRAWING NO.
HWY267.01-01
SHT 1 OF XX

**EXHIBIT
2**

PLACEHOLDER FOR
DETAILED COST ESTIMATE
TO BE PREPARED BY RAILROAD

*[DRAFTER'S NOTE: PLEASE INSERT ACTUAL EXHIBIT
IN LIEU OF THIS PLACEHOLDER PAGE, AND
THEN DELETE THIS PAGE]*

Attachment: Rail Road Xing on 267 (MODOT Agreement for RR Xing on 267th street)

EXHIBIT

2

Missouri and Northern Arkansas

Cty Road 267/Hwy 2, Harrisonville-Cass County, Missouri

Dot#: 443-017C
NEVA632.20

Central Region
Nevada Subdivision

Railroad #
State # RRP-000S(528)
County#

Crossing Warning System

\$177,660.29

Material, Labor, Shop Wiring and Installation, **Does Not Include TAX or Freight**

Installation, Material (6x6 Signal House, 2 Siemens S60Gate Signals,
SGCP400 Train detection, SSCC 3 Plus 40A Crossing Control Unit, Argus Event Recorder,
13 GNB Batteries, 2 Cragg Railchargers, 2 -ILOD's) U/G Cable and Conduit
Installation Contractor

Crossing Surface/Resurface

\$83,690.00

*Includes Installation & Materials

*Does not include sales tax, freight, and misc handling fees

Engineering

\$10,000.00

Drawings, Layout Design, Engineered circuit design

Project Management

\$10,000.00

Labor for Project Mangement

Flagging Services

\$8,000.00

Estimates for Traffic Flagging and Railroad Flagging Services when required

A/C Power Service Upgrade

\$5,000.00

All power service fees for the installation of a new power service

Total Cost Estimate

\$294,350.29

Date: 4/30/2018 UPDATED

Responsible Party

Note: Estimate was prepared based upon current site conditions, anticipated work duration periods, material prices, labor rates, manpower, resource availability, and other factors known to railroad as of the date prepared. The actual cost of railroad work may vary, or differ, based upon the Agency's requirements, their contractors' work procedures and/or other conditions that become apparent once construction commences and during the progression of work. If extended time lapses from the date of this estimate, the railroad reserves the right to update this estimate to current prices and costs, as needed. The Agency shall approve any such price/cost adjustments before any work by the railroad will commence or continue.

Attachment: Rail Road Xing on 267 (MODOT Agreement for RR Xing on 267th street)

EXHIBIT
3

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

STATE OF _____)
) ss.
COUNTY OF _____)

On the _____ day of _____, 20____, before me appeared (Affiant's name:) _____, who is personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to this affidavit, and being by me first duly sworn, he/she stated as follows:

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the *(Title:)* _____ of
MISSOURI and NORTHERN ARKANSAS RAILROAD, and I am duly authorized, directed, and/or empowered to
act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and will not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 USC § 1324a(h)(3).

- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in the city or
county and state, and upon the day and year first
above-written.

Attachment: Rail Road Xing on 267 (MODOT Agreement for RR Xing on 267th street)

My commission expires:

Notary Public

Attachment: Rail Road Xing on 267 (MODOT Agreement for RR Xing on 267th street)



STAFF REPORT

TO: Board of Aldermen
FROM: Marcella McCoy, Director
DATE: August 1, 2018
SUBJECT: Fiscal Year 2018 Mid-Year Budget Admendment

Type of Item: *Budget*

INTRODUCTION

The purpose of this memo is to outline the proposed changes to Fiscal Year 2018 Budget as operations, unforeseen or projected expenses have occurred or are planned for the year. The funds included in this amendment are Sales Tax Fund, Community Center Fund and Combined Water Sewer Services Fund. I'll outline the changes to record Park Sales Tax into the Community Center Fund that results in closing the Sales Tax Fund. The Community Center Fund includes additions to revenue and expenses approved by the Park Board. Finally, the Combined Water Sewer Services Fund amendment for construction contracts approved earlier in the year by the Board of Alderman. The proposed amendment meets the requirement of a balanced budget and is presented with revenue exceeding expense with the use of reserves available.

Sales Tax Fund

The Sales Tax Fund was established to record the Sales Taxes received for Parks, Emergency Services, and Police. The funds received were recorded and then transferred into their prospective funds to provide for debt payments and authorized purchases. Fiscal Year 2015 was the last year that the Public Safety sales taxes were recorded in Fund 12. Those sales taxes are now recorded in the Emergency Services Fund and General Fund.

The Park Sales tax was renewed without sunset last year. Recommendation is to move the Park Sales Tax revenue to the Community Center Fund and close the Sales Tax Fund. There is no need to record revenue in one fund to just transfer it out to another fund. By authorizing this amendment, it will eliminate the transfers that takes place from the Sales Tax Fund to Debt Service and Community Center. The Community Center Fund will make a monthly transfer to Debt Service to provide the principal and interest payment due for the remaining term of the debt. Additionally, this process will improve the cash flow in the Community Center fund. The sales tax has provided debt service payments and Community Center operations. The final debt service payments will be made in November 2022.

Community Center Fund

The Park Board has approved the following Community Center Fund budget amendment:

- replace the Indoor Pool Water Heater in the amount of \$13,000
- Increase in revenue for growth of the Before and After School program and Summer Day Camp totaling \$70,000
- Increase in expense for growth of the Before and After School program and Summer Day Camp totaling \$70,000

Director Deal reported, as of the June 30 budget report, we have surpassed last year's revenue in these Recreation revenue accounts by approximately \$34,000. With the rest of the summer and remainder of the year ahead of us, staff recommends that we increase revenue by \$70,000 and expense by \$70,000. By increasing both revenue and expense at the same amount, we will cover the revenue growth and seek approval for the amended expenses, and, the bottom line for the Community Center budget will remain at zero. If less revenue is brought in, there will be less expenses. These expenses along with the recommendation to move the Park Sales Tax to the Community Center fund were approved by the Park Board at the July 10, 2018 meeting. The following table outlines the increases to the Community Center fund and shows the elimination of the Sales Tax Fund.

	2018 Current Budget		Proposed Amendment		2018 Amended Budget	
Sales Tax	1,025,400	1,025,400	(1,025,400)	(1,025,400)	-	-
Community Center	1,238,680	1,238,680	1,108,400	1,108,400	2,347,080	2,347,080

CWSS Fund

Combined Water and Sewer Services Fund budget is amended for the capital improvements projects for the Beckerdite Waterline and I-49 Waterline Crossing in the amount of \$450,000. These contracts were approved by the Board of Alderman earlier this year. These funds are provided for with existing funds available from the State Revolving Fund reimbursements received.

ACTION REQUESTED/RECOMMENDATION

The 2018 Mid-Year Budget Amendment is recommended for approval.

Council Bill No. 48**Ordinance No.**

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

NOW, THEREFORE, 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, 2018, and ending on December 31, 2018, is hereby amended. Maximum amounts to be expended by fund are as follows:

FUND	BUDGETED REVENUE	BUDGETED EXPENDITURES
GENERAL	\$ 8,541,695	\$ 8,541,695
PARK	528,710	528,710
SALES TAX	-	-
COMMUNITY CENTER	2,347,080	2,347,080
EMERGENCY SERVICES	3,717,490	3,717,490
DEBT SERVICE	893,085	893,085
REFUSE	593,590	593,590
ELECTRIC	12,812,930	12,812,930
CWSS	5,256,900	5,256,900
AQUATIC CENTER	160,220	160,220
	34,851,700	34,851,700

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:

Nays:

Absent:

Abstain:

Read for the first time by title only on the 6th day of August 2018. Read for the second time by title only on the _____ day of August 2018.

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

ATTEST:

Randall K Jones, City Clerk



STAFF REPORT

TO: Board of Aldermen
FROM: Roger Kroh, Planner
DATE: July 27, 2018
SUBJECT: Laurence Smith Alley Vacation Ordinance

Type of Item: *Approval*

MEMORANDUM

July 27, 2018

To: Mayor and Board of Aldermen

From: Roger Kroh, Community Development Planner

Date: July 27, 2018

Action: Vacation of Undeveloped Alley Right-of-Way between Bradley and Cass Streets and Running in a North/South Direction from Forest Avenue to Railroad Right-of-way

Applicant: Laurence Smith, LRS Rentals, LLC and owner of 702 Forest Ave.

Background:

The applicant has requested vacation of a 10 ft. wide alley that was never constructed. The north/south alley is between Bradley St. and Cass St. and runs from Forest Avenue to the railroad. By law, if the vacation is approved, one-half of the alley (5 feet in width) will become part of the lots on the east side of the alley and the other one-half of the alley (5 feet in width) will become part of the lots on the west side of the alley. The applicant has requested the vacation because he has a companion application replatting the existing house and lot at 702 Forest Avenue that will be coming to the Planning and Zoning Commission and Board of Alderman (BOA) later in August.

This alley is in one of the early subdivisions of the City and there has been no need to construct the alley to date. The City Engineer, Public Works Director and Streets Superintendent do not see any

reason that the alley would be constructed in the future especially since the railroad is at the north end of the alley.

Options:

The City may:

- Approve the request for alley vacation.
- Deny the request for alley vacation.

Staff Recommendation:

Approval of an ordinance vacating the alley right-of-way but encumbering the property with a utility easement.

Attach. Ordinance with Exhibits I and II

Council Bill No. 49

Ordinance No.

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

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

WHEREAS, a petition was brought forward to the City of Harrisonville ("City") to vacate the platted alley from the north right of way line of Forest Avenue extending north to the south right of way line of the now abandoned San Francisco Railroad right of way, Block One (1) of Moody's Addition;

WHEREAS, the applicant seeks to replat lots in the subdivision and has requested the City vacate the alley right of way;

WHEREAS, the alley right of way has never been improved for vehicular traffic and is not proposed to be improved by the City;

WHEREAS, the City will retain easement rights to the proposed vacated alley right of way;

WHEREAS, per RSMo. Section 88.673 the alley right of way will revert to the adjoining property owners per State Statute;

WHEREAS, in accordance with the provision of Chapter 89 RSMo, and Section 515.020 of the Code of Ordinances of the City of Harrisonville, Missouri, thirty (30) days' notice of said petition for vacation has been provided in three (3) of the most prominent and public places in the district, twenty (20) days' notice has been given by certified mail to all persons who own land on the same block as the portion of street or alley to be vacated, and notice has been given to the Chairman of the Planning and Zoning Commission, and

WHEREAS, no opposition has been made by any person owning property abutting on such alley;

WHEREAS, the Board of Aldermen after careful and due deliberation find that vacating the alley right of way is in the best interest of the City of Harrisonville and its residents, and that the vacated property be dedicated to the adjoining property owners;

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

SECTION 1. The Board of Aldermen of Harrisonville, Missouri, hereby declares it necessary, reasonable and proper to discontinue as a right-of-way and forever vacate the following described right-of-way as a public alley and forever vacate the following described alley, subject to the following reservation of the existing easements.

All that part of the ten (10) feet alley located within Block One (1) of "Moody's Addition" to the city of Harrisonville, Cass County, Missouri, from the north right-of-way line of Forest Avenue extending north to the south right-of-way line of the now abandoned San Francisco Railroad right-of-way.

SECTION 2. All of that portion of the above vacated property is hereby retained as a perpetual utility easement for the construction, maintenance, repair, relocation and operation of all public utility facilities and surface water drainage. No permanent buildings or structures shall be located within or upon said easement.

SECTION 3. The statutory right of reversion in the owners of the abutting property is hereby confirmed, subject to the easement expressly reserved in Sections 2 of this ordinance, as is provided by the laws of the State of Missouri, the Mayor and the City Clerk are hereby authorized to execute all necessary instruments required to confirm the reversionary rights of the owners of property abutting on the area vacated, as described in this ordinance.

SECTION 4. Effective Date. The effective date of approval shall be coincidental with the Mayor's signature and attestation by the City Clerk.

SECTION 5. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Vote taken as follows:

Ayes:

Nays:

Absent:

Abstain:

READ TWO TIMES BY TITLE ONLY ON AUGUST 6, 2018 AND PASSED BY THE BOARD OF ALDERMEN THIS 6th DAY OF AUGUST 2018.

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

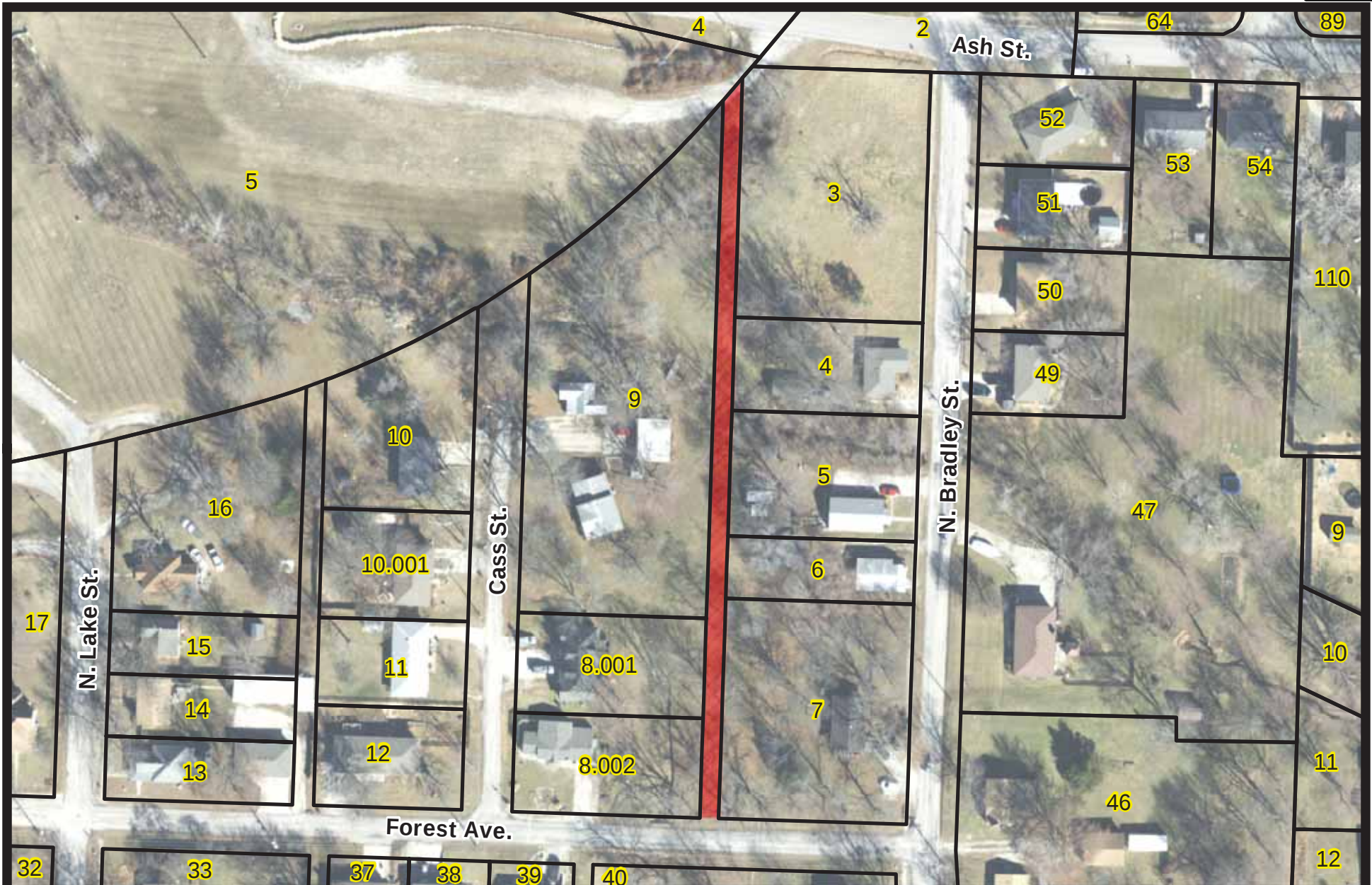
ATTEST:

Randy Jones, City Clerk

APPROVED by the Mayor this 6th Day of August, 2018.

Exhibit I Right-of-way Vacation Standard Map

Exhibit II Right-of-way Vacation Aerial Map

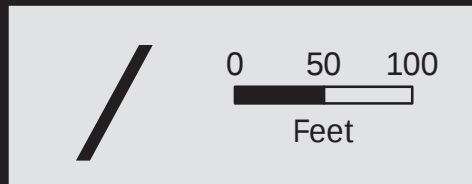
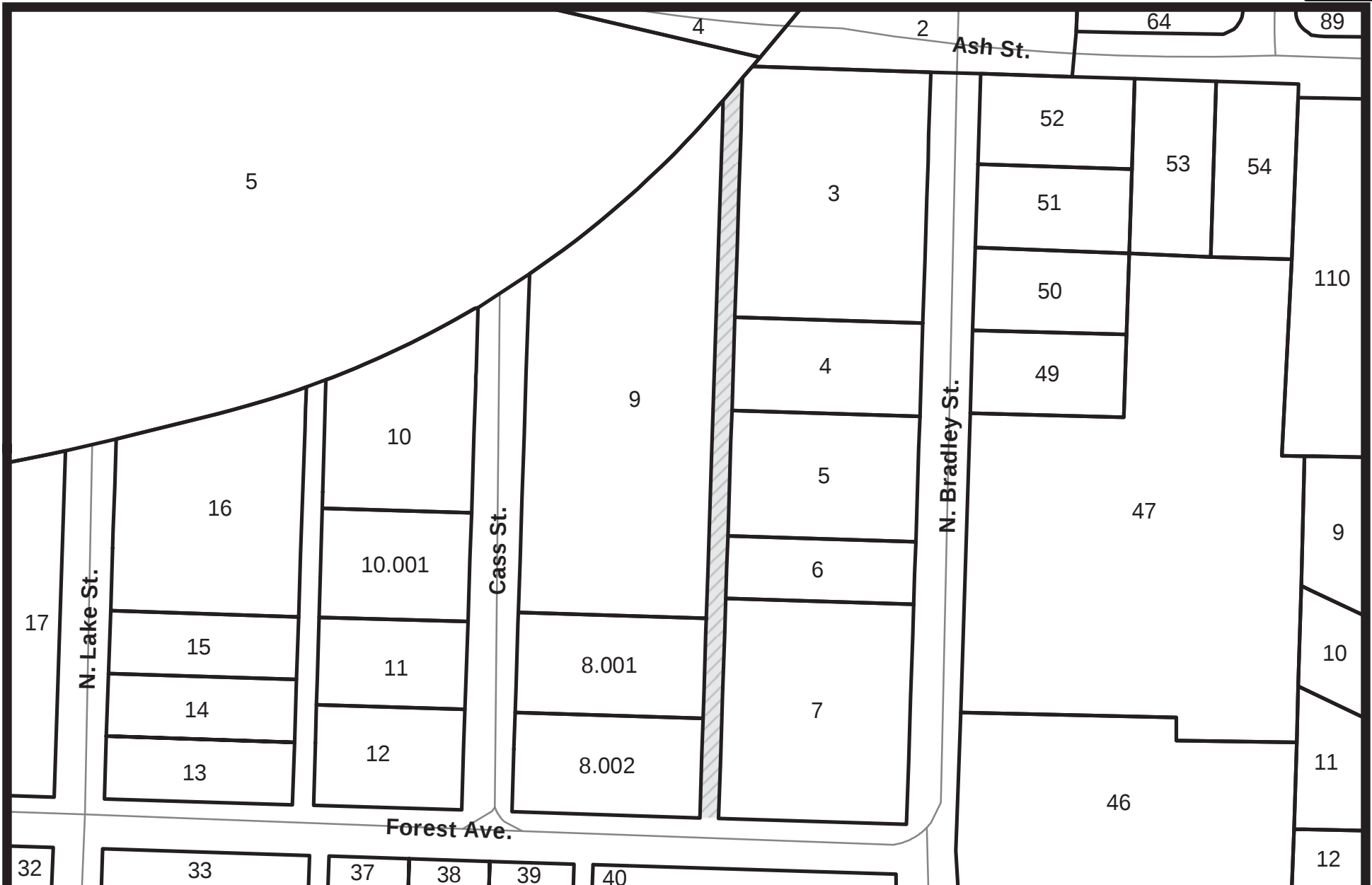


The City of
Harrisonville, Missouri

Right-of-Way Vacation

 Right-of-Way Vacation

Attachment: Right_of_Way_Vacation_Aerial_Map (1) (Laurence Smith Alley Vacation Ordinance)



The City of
Harrisonville, Missouri

Right-of-Way Vacation

 Right-of-Way Vacation

Attachment: Right_of_Way_Vacation_Standard_Map (1) (Laurence Smith Alley Vacation Ordinance)



STAFF REPORT

TO: Board of Aldermen
FROM: Marcella McCoy, Director
DATE: August 2, 2018
SUBJECT: Banking Services Recommendation

Type of Item: *Contract*

INTRODUCTION

The purpose of this memo is to outline the process used to recommend banking services including the timeline for the request for proposals. I'll outline the initial review completed by staff for the Finance Committee discussion and recap the Committee discussion. Finally, recommendation from staff and the Finance Committee for a depository bank.

DISCUSSION

The City last went out for banking proposals in 2011. Community Bank was recipient of that contract for a period of three years and have renewed that service each year. Procedures are to go out for banking service bids every five years.

Request for proposals for bank services that are Federal, or State of Missouri chartered, and have at least a main office in the State of Missouri and a branch in or near the city for day-to-day transaction services were published on May 25, 2018. Letters were sent to each local branch bank referencing the request for proposals be submitted. The sealed proposals were due in my office by 2pm on June 26, 2018. Two proposals were received, our current bank, Community Bank of Raymore, and Commerce Bank.

Staff who reviewed the proposals were Debbie Phelps, Accounting Specialist, Happy Welch, City Administrator, and myself. Debbie is a key resource in this process because she works with the bank daily and completes the reconciliation, bond payments, investments, and numerous other functions that involve bank transactions. Debbie used the SWOT (Strength, Weakness, Opportunity and Threat) approach to develop a list of advantages and disadvantages for each bank based on daily tasks and review of the request for proposals. They are attached for reference.

Upon publishing the packet for the Finance Committee meeting, Community Bank provided a memo to the entire Board of Alderman and staff challenging or contradicting the points outlined in the advantages and disadvantages document. This communication was very helpful in clarifying information. I spoke to Mr. Jack Hopkins on the phone prior to the Finance Committee meeting to discuss his memo. We discussed the lack of communication regarding the Community Bank software upgrade to the City and clarified many of the challenges we have encountered since the upgrade. Community Bank staff has been responsive to our needs and is confident that many of these issues can be resolved over time.

One of the most difficult parts of the evaluation process was rating the services provided by both banks. Just looking at fees for transactions and analysis is not the whole picture. There is value-added for size and other services available. Community Bank currently does not charge a monthly fee for any service provided and their proposal is to continue that practice. Community Bank also provides interest earnings on the balances. Commerce does charge fees associated for services but is offering an interest offset that will most likely cover the cost of those fees. Any additional interest earned will be credited on the balances as well. In my opinion, the transaction cost of services become equal between the two bank proposals.

Another factor learned in communication with Community Bank is the opportunity to create wire transfers through the online process. Debbie and I were unaware of this opportunity. By utilizing a dual control online service to create ACH or wire transfers, this creates a security layer that we felt was currently lacking with Community Bank. So, both banks offer this service and again equate the evaluation of that service. Technology security is more and more of a concern in today's world especially with the recent challenge a local company encountered. The secure online service offered provides some assurance that data will not be intercepted. Currently, Debbie sends an email document to several staff members at the bank to complete an ACH or wire transfer.

Finally, I believe based on basic service, either bank can provide the utmost service. However, I think it best to look beyond basic. Commerce is a large regional bank that provides layers of security and more geographic diversification. Commerce also has a larger asset base that will be beneficial should some unforeseen tragedy occur.

ACTION REQUIRED/RECOMMENDATION

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

Council Bill No. 50

Resolution No.

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

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

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

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

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

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

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

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

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

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

PASSED AND RESOLVED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Harrisonville, Missouri this 6th day of August, 2018.

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

ATTEST:

Randall K. Jones, City Clerk

WITNESS my hand and seal this 6th day of August, 2018

Community Bank of Raymore

Advantages:

- No cost
- Current bank – no conversion

Disadvantages:

- No disaster recovery plan outlined in RFP
- Chartered bank
- Equity of \$19.1 million
- \$238.6 million in assets
- Three offices with 44 total employees
- Offices are geographically close making the susceptible to disaster risk
- No ACH credit option available for accounts payable vendors
- Does not offer bank owned merchant services
- Wire transfers currently made via emailing PDF file containing banking information and transfer amount to bank employees
- City of Harrisonville is only customer with CBR that uses the Positive Pay Function. Recently during a software conversion at CBR this option was inadvertently eliminated, and the City was not notified but instead discovered when attempting to use the Positive Pay Option

Commerce Bank

Advantages:

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

Disadvantages:

- Cost for service



STAFF REPORT

TO: Board of Aldermen
FROM: Happy Welch, City Administrator
DATE: August 2, 2018
SUBJECT: City Admin Rpt 8-6-18

Type of Item: *Report*

CITY ADMINISTRATOR REPORT

August 6, 2018

1. There is a kickoff meeting for Missouri Main St. and the Love the Harrisonville Square group scheduled for Wednesday, August 8, from 11a to 1p in the Council Chambers. This meeting will introduce MMSC staff with the Love the Square board, talk about what goals LtHS has and what MMSC can provide in training, and what LtHS can expect over the next couple of years.
2. I will be out of the office Friday, August 17 to attend a Missouri Main St. program in Ozark, Missouri on creating community leadership, and I will be out of office for part of the day August 23 for the Rotary/Kiwanis Golf Tournament.
3. The State Auditor's office has completed their follow up visit and has taken back some paperwork requested when visiting on Tuesday, July 31. Richard Stuck, the auditor, didn't give a timeline on when a follow up report would be issued but he will pass his findings on to Todd Shuler to review and discuss with the State Auditor.
4. We will be wrapping up budget meetings and start working on piecing together the FY2019 budget this month. This is when we will look to include capital requests, board recommendations and have a budget to present in September.
5. We have started making deposits into Nationwide as our new 457 plan provider. The transition was accomplished with help from Faith Sherman our payroll clerk and from Sheryl Stanley who put the word out by email to fund participants. Not all employees have elected to transfer their money at this point due to the surrender fees but we will not be closing our association with Security Benefit at this point so employees don't get stuck with that payment. However, employees cannot add money from their paychecks to Security Benefit from here on. We will work with Nationwide to make their representative available at open enrollment and our health fair so folks can inquire about starting an account and getting with new employees after they are hired.

6. We have a Public Safety Committee meeting set for Thursday, August 23, 2018 at 6p. We will have a follow up on the VIPS manual and information requested and look at the committee's feeling on participating in the Cass County Sheriff's office Regional Training Academy.

A. Action Item (ID # 2961)

City Admin Rpt 8-6-18