



**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
MAY 6, 2013
7:00 PM**

- 1. Call to Order**
 - A. Roll Call**
- 2. Pledge of Allegiance**
- 3. Ceremonial Matters**
 - 1. Presentation of Service Award to Steve Kagarice and Dennis Culpepper**
 - 2. National Police Week Proclamation**
- 4. Public Participation**
- 5. Approval of Minutes**
 - 1. Board of Aldermen - Regular Meeting - Apr 15, 2013 7:00 PM**
- 6. Agenda Items**
 - 1. 5K Run—Stacy Cox Memorial**
 - 2. Request from Jim and Penny Rush (902 Outlook) to Keep 3 Chickens in Their Back Yard.**
 - 3. Council Bill 024: Tabled from the 3-18-2013 Meeting-An Ordinance Approving a Cooperative Agreement Between the City of Harrisonville, Missouri, and the Hospital Interchange Transportation Development District and Authorizing the Mayor to Execute the Agreement on Behalf of the City**
 - 4. Council Bill 028: A Resolution to Amend the Residency Requirements for Employees of the City of Harrisonville as Set Forth in Section VII, Article D of the Harrisonville Personnel Policy Manual**
 - 5. Council Bill 029: A Resolution Amending Language in the Trekk Agreement and Authorizing the City Administrator to Execute Change Order #1 Mechanic Street Project-To Trekk in an Amount Not to Exceed \$43,106**
- 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**
- 13. Ordinances**

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

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

Presented by the Mayor and the Harrisonville Board of Aldermen to

Steve Kagarice

In Grateful Appreciation for

40 Years

Of Dedicated Service to



May 6, 2013

KEVIN WOOD, MAYOR

Presented by the Mayor and the Harrisonville Board of Aldermen to

Dennis Culpepper

In Grateful Appreciation for

25 Years

Of Dedicated Service to



May 6, 2013

KEVIN WOOD, MAYOR

PROCLAMATION



NATIONAL POLICE WEEK

WHEREAS, the Congress and President of the United States have designated May 12 through 18, 2013 as National Police Week; and

WHEREAS, the members of the Harrisonville Police Department play an essential role in safeguarding the rights and freedoms of the citizens of Harrisonville; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, the police department of Harrisonville has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service;

NOW, THEREFORE, On behalf of the Board of Aldermen of the City of Harrisonville I, Mayor Kevin Wood, call upon all citizens of Harrisonville and upon all patriotic, civil and educational organizations to observe the week of May 12 through 18, 2013, as Police Week with appropriate ceremonies in which all of our people may join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I FURTHER call upon all citizens of Harrisonville to observe Friday, May 15, 2013, as Peace Officers Memorial Day in honor of those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

Kevin W. Wood, Mayor



**MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
APRIL 15, 2013
8:00 PM**

1. Call to Order

The meeting was called to order at 8:00 PM by Mayor Kevin Wood

Roll Call

The Board of Aldermen of the City of Harrisonville, Missouri, met in Regular Session on April 15, 2013 at 7:00 p.m. in the Council Chambers at Harrisonville City Hall. The meeting was called to order by Mayor Kevin Wood.

Aldermen present: Doug Meyer, Stacey Dahlman, Marcia Milner, Morris Coburn, David Dickerson, Bret Reece, Bill Mollenhour and Ivan Stull

Aldermen absent: None

There was a quorum present.

Other officials present: Mayor Kevin Wood, City Administrator Keith Moody, Finance Director/Assistant City Administrator Mike Tholen, City Attorney Steve Mauer, City Clerk Kim Hubbard, Public Information Officer Sheryl Stanley, EMS Director Larry Francis, Public Works Director Jerry Gibbs, Assistant Public Works Director Eric Patterson and Electric Department Director Keith Thomas

2. Pledge of Allegiance

3. Ceremonial Matters

None

4. Public Participation

Mayor Wood asked if there was any public participation.

Minutes Acceptance: Minutes of Apr 15, 2013 8:00 PM (Approval of Minutes)

Charlotte Swanson, 600 N. King Terrace and Naomi Hargis, 509 N. King Ave. both expressed concerns regarding the vultures around the water tower and noted they had brought this to the Board's attention last year.

Mr. Gibbs reported they are getting ready to hang up a card board vulture effigy and put the lights back into working condition on the water tower. Mr. Gibbs noted he spoke to the conservation department and that the birds are protected and he hoped to have everything in place by the end of the month.

Mr. Gibbs is to give an update to the Board in the Weekly Wrap Up.

Walter Cook, 604 E Pearl Street, addressed three concerns with the Board: 1) the house located at 702 E. Pearl that is for sale by Reece & Nichols, he felt was being falsely advertised. Mr. Cook stated that they are advertising that Cole Younger lived there at one time. It was suggested that Mr. Cook contact the MO Board of Realtors with his concerns 2) Mr. Cook stated he would like to see a moratorium on TDD's and TIF's as he felt they were causing financial risk to the City. He stated he was concerned about the item on the agenda regarding the Hospital TDD. Mr. Cook was informed that there was no debt at this time and that the TDD is its own entity and if it creates liability, then it is responsible for the liability. 3) Mr. Cook shared his concerns of non-residency of employees and he believed there was a growing resentment for those employees who do not live inside the city limits and that it should be addressed.

5. Approval of Minutes

1. Board of Aldermen - Regular Meeting - Apr 1, 2013 7:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Doug Meyer, Board Member
SECONDER:	Morris Coburn, Board Member
AYES:	Mollenhour, Reece, Dickerson, Meyer, Stull, Milner, Coburn, Dahlman
EXCUSED:	Kevin Wood

6. Agenda Items

1. Tabled from the 3-18-2013 Meeting-An Ordinance Approving a Cooperative Agreement Between the City of Harrisonville, Missouri, and the Hospital Interchange Transportation Development District and Authorizing the Mayor to Execute the Agreement on Behalf of the City

City Attorney Mauer read Council Bill 024 by title only.

Director Tholen reviewed the existing proposal and reported there is not a lot of development at this time; that he had no idea as to what the transaction numbers would be and that he has not seen the books.

Mr. Tholen reported at this time the City is the sales tax administrator for three (3) TDD's- the Marketplace, Towncenter, and the 291/71 Partners in Progress.

There was discussion regarding the agreement, the cost to take over being the sales tax administrator for this TDD and at this time we can either do a percentage of the revenue or have a set fee. Mr. Tholen was asked what his thoughts were on how much it would cost the City to take care of this process and he estimated a few hundred dollars a month.

The following items were discussed: 1) Audit requirements. 2) The District will dissolve itself if it cannot find someone to take on its administrative duties. 3) Who will be paid first once the TDD starts bringing in revenue

Alderman Reece made the motion to amend the agreement by striking the minimum amount referenced in Section 3.3 A. The motion was seconded by Alderman Dahlman and approved by a voice vote.

Ayes: Aldermen Mollenhour, Dahlman, Milner, Reece, Stull, Meyer, Coburn and Dickerson

Nays: None

Abstain: None

Absent: None

Council Bill 024-will have 2nd Reading at the May 6, 2013 meeting

RESULT:	SECOND READING [6 TO 2]
MOVER:	Bret Reece, Board Member
SECONDER:	Stacey Dahlman, Board Member
AYES:	Mollenhour, Reece, Meyer, Stull, Milner, Dahlman
NAYS:	David Dickerson, Morris Coburn
EXCUSED:	Kevin Wood

2. **Records Destruction**

Mayor Wood reviewed and stated each department with a request of records to be destroyed was attached. City Clerk Hubbard stated this was a house keeping item and that departments have to comply with the State Retention Schedule.

Alderman Coburn made a motion to approve the request for records destruction. The motion was seconded by Alderman Dickerson and approved unanimously by a voice vote.

Records destruction approved.

RESULT: APPROVED [UNANIMOUS]
MOVER: Bill Mollenhour, Board Member
SECONDER: Bret Reece, Board Member
AYES: Mollenhour, Reece, Dickerson, Meyer, Stull, Milner, Coburn, Dahlman
EXCUSED: Kevin Wood

3. A Resolution Authorizing the City Administrator to Execute an Agreement with Cooper Power Systems for the Purpose of Purchasing Eight (8) Reclosers for the North Substation in an Amount Not to Exceed \$138,064

City Attorney Mauer read Council Bill 027 by title only.

Director Thomas reviewed the request. There were no questions.

Council Bill 027 became Resolution 017

RESULT: ADOPTED [UNANIMOUS]
MOVER: Bret Reece, Board Member
SECONDER: David Dickerson, Board Member
AYES: Wood, Mollenhour, Reece, Dickerson, Meyer, Stull, Milner, Coburn, Dahlman

4. Review of the 2013 First Quarter Objectives

Mr. Moody reviewed and gave the status of the objectives for the 2013 budget year. Mayor Wood expressed his appreciation for Mr. Moody sharing this information. Mr. Moody then noted that Public Works Director Gibbs had completed the residential and commercial water meters radio read installation.

7. Aldermen and Committee Reports

Alderman Milner reported on the book drive for Bright Futures.

8. Report from the City Administrator

City Administrator Moody deferred to Assistant Public Works Director Patterson to give an update on the Police Facility. Mr. Patterson reported the construction company has broken ground, utilities are being moved, the same contractor is being used for the concrete work that the City is using for the sidewalk program and they have been notified that the Police facility is priority. Mr. Patterson also stated he anticipated that by the middle of July work would begin inside the building. Mr. Moody stated he will keep the Board updated on the schedule through the Weekly Wrap Up.

9. Report from the Mayor

None

10. Questions from the Media

No questions

11. Adjourn to Executive Session

Alderman Stull made a motion to adjourn to executive session for the purpose of section 610.021 (1), legal actions. Alderman Milner seconded the motion which was approved by the following roll vote:

Ayes: Aldermen Meyer, Dahlman, Coburn, Milner, Reece, Stull and Mollenhour

Nays: Alderman Dickerson

Absent: None

Abstain: None

Alderman Reece left at 8:01 p.m.

Adjourned to executive session at 8:04 p.m.

Reconvened to regular session at 8:41 p.m.

12. Adjourn From Regular Session

Alderman Stull moved the meeting be adjourned; Alderman Coburn seconded. The motion carried unanimously in a voice vote.

The regular session adjourned at 8:42 p.m.



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: May 2, 2013
SUBJECT: 5K Run—Stacy Cox Memorial

Type of Item: Report

Issue: Stacy Cox Memorial Scholarship Fund 5K Run Event
 scheduled for May 11, 2013 from 7:30 am to 10:30 am.

Background: The applicant, Tami Caldwell has requested a special event permit to host a 5K run in Harrisonville. This is the third 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 provide a police escort for the event. A marked patrol unit, 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 7:45 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 be provided by the Rotary Club.

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

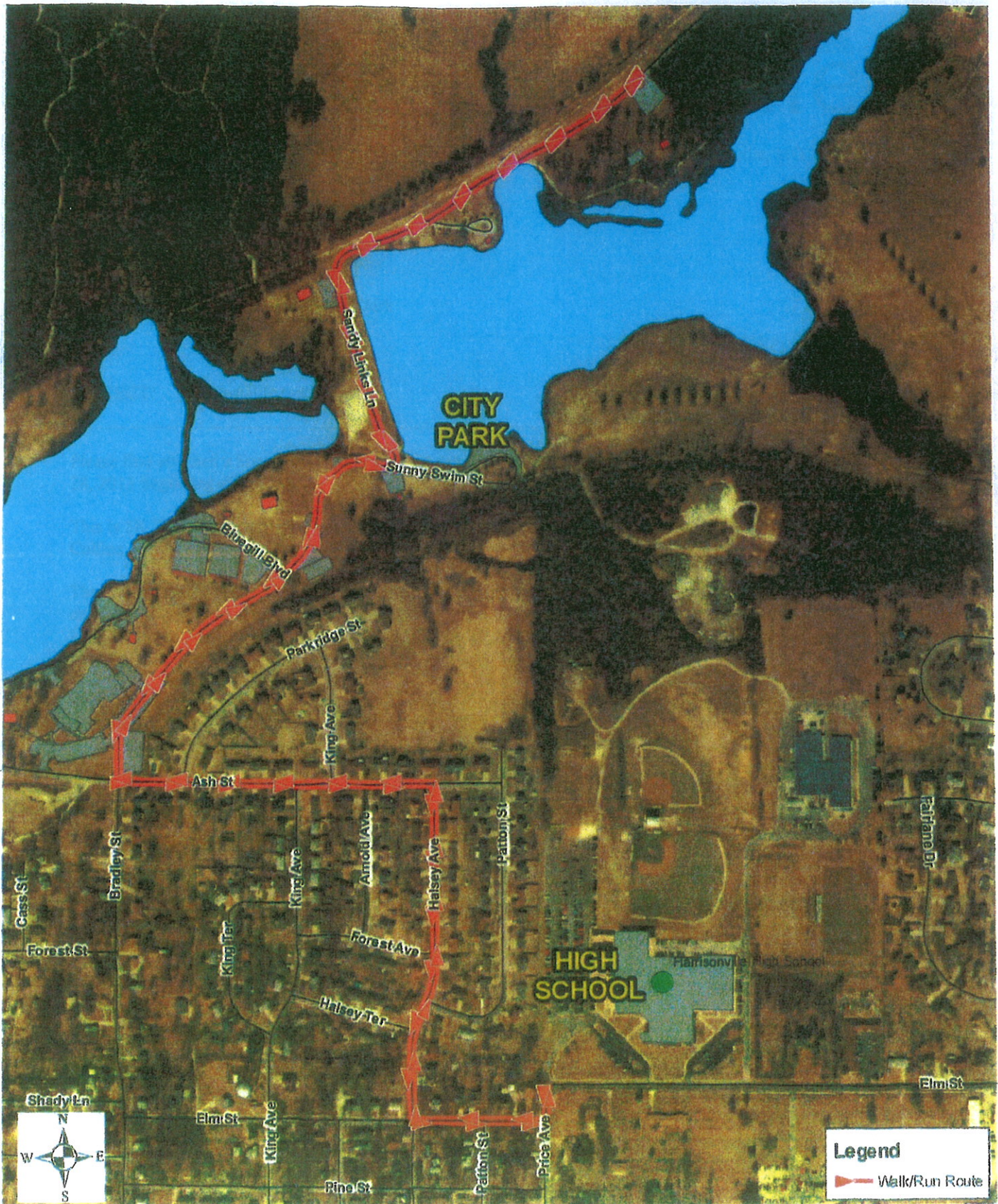
1. Action Item (ID # 1031)

5K Run—Stacy Cox Memorial

Attachments:

5K Run (HHS - Park) (PDF)

Stacy Cox 5k Run Special Event Permit (PDF)





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

TO: Police Chief John Hofer
FROM: Kim Hubbard, City Clerk
DATE: May 1, 2013
SUBJECT: Special Event Permit

Please find attached a Special Event Permit from Tami Caldwell for a fundraising event on Saturday, May 11, 2013, from 7:30 a.m. to 10:00 a.m.

This is a 5K run as a fundraiser for the Stacy Cox Memorial Scholarship Fund. I confirmed with Ms. Caldwell over the phone that the route will be same as last year. They estimate a crowd of 30 to 50. Proof of insurance will be provided the local Rotary Club.

They have had police escorts before and they are leaving that decision up to the police department whether traffic control assistance is needed.

If you approve of the request, please sign the permit form and return to me. I will schedule it for the May 6th BOA meeting.

Thank you.

:KH

Attachment

Cc: City Administrator Keith Moody
Streets Superintendent Rodney Jacobs
Fire Chief Larry Francis

Attachment: Stacy Cox 5k Run Special Event Permit (1031 : 5K Run? Stacy Cox Memorial)

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. Organization: Stacy Cox Memorial Scholarship 5K Walk/Run
2. Name of Applicant: Tami Caldwell
Address: 107 E. Walker Dr. Harrisonville Mo. 64701
Phone: 816-728-8264 Cell: _____
3. Purpose of Event: Fundraiser for scholarship for HHS student
4. Proposed date(s) and time(s) of Event: May 11th 2013
5. Location(s) where event will be held: Harrisonville Senior High
6. Anticipated crowd size: 30-50 people
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've had police escorts and not had police escorts so whatever you think is best
* Please note the Rotary Club of Harrisonville is covering the insurance for this event. *

APPROVED this _____ day of _____, 20____.



Chief of Police

City Clerk

Attachment: Stacy Cox 5k Run Special Event Permit (1031 : 5K Run? Stacy Cox Memorial)



STAFF REPORT

TO: Board of Aldermen
FROM: Rick Deluca, Director
DATE: May 1, 2013
SUBJECT: Chicken Request - Rush

Type of Item: *Approval*

Jim and Penny Rush (902 Outlook Drive) have requested permission from the Board of Aldermen to have three chickens in their back yard. They have provided a letter outlining their request. To date, the City has received 3 letters/emails from Carrie Eidson (1005 Mission Road), Dee and Darold Shelton (900 Outlook Drive), and Lee Cooper (901 Outlook Drive).

When the City received the initial complaint regarding the chickens, Animal Control approached the Rush's and informed them they had to get permission from the Board of Aldermen to have Chickens on their property. At that time Animal Control gave them a copy of the applicable regulations that they would have to comply with if the Board approved their request. This would include the construction of a floor area, direct connection to the City sanitary sewer system and an approved location to keep animal waste.

List of Attachments

Attachment 1: Letter from Jim and Penny Rush (902 Outlook Drive)

Attachment 2: Map - Location of Property

Attachment 3: Email from Carrie Eidson (1005 Mission Road)

Attachment 4: Letter from Dee and Darold Shelton (900 Outlook)

Attachment 5: Email from Lee Cooper (901 Outlook)

Attachment 6: City Code - Sections 210.190 to 210.260

2. Action Item (ID # 1027)

Request from Jim and Penny Rush (902 Outlook) to Keep 3 Chickens in Their Back Yard.

Attachments:

Chicken Request Attachments - Rush(PDF)

Jim and Penny Rush
902 Outlook Drive
Harrisonville, MO 64701

April 15, 2013

Dear Mayor and Board of Aldermen,

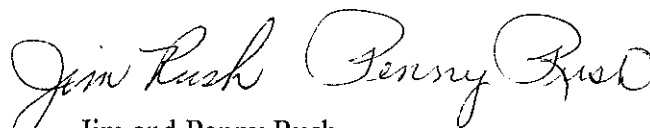
The purpose of this letter is to request approval to have three chickens in our back yard.

The chickens will be kept in a wire pen located next to the house. The pen measures approximately 5 feet by 11 feet. The fencing is 6 feet high.

We have five grandchildren who are under the age of five. When they are visiting us, they will delight in watching the chickens and petting them. We also expect to get a few eggs from the chickens. At some point in the future, when our grandchildren are too old to appreciate the chickens, we plan to find a home for them, perhaps on a nearby farm.

Our neighbors have been made aware regarding the chickens.

Very Respectfully Yours,

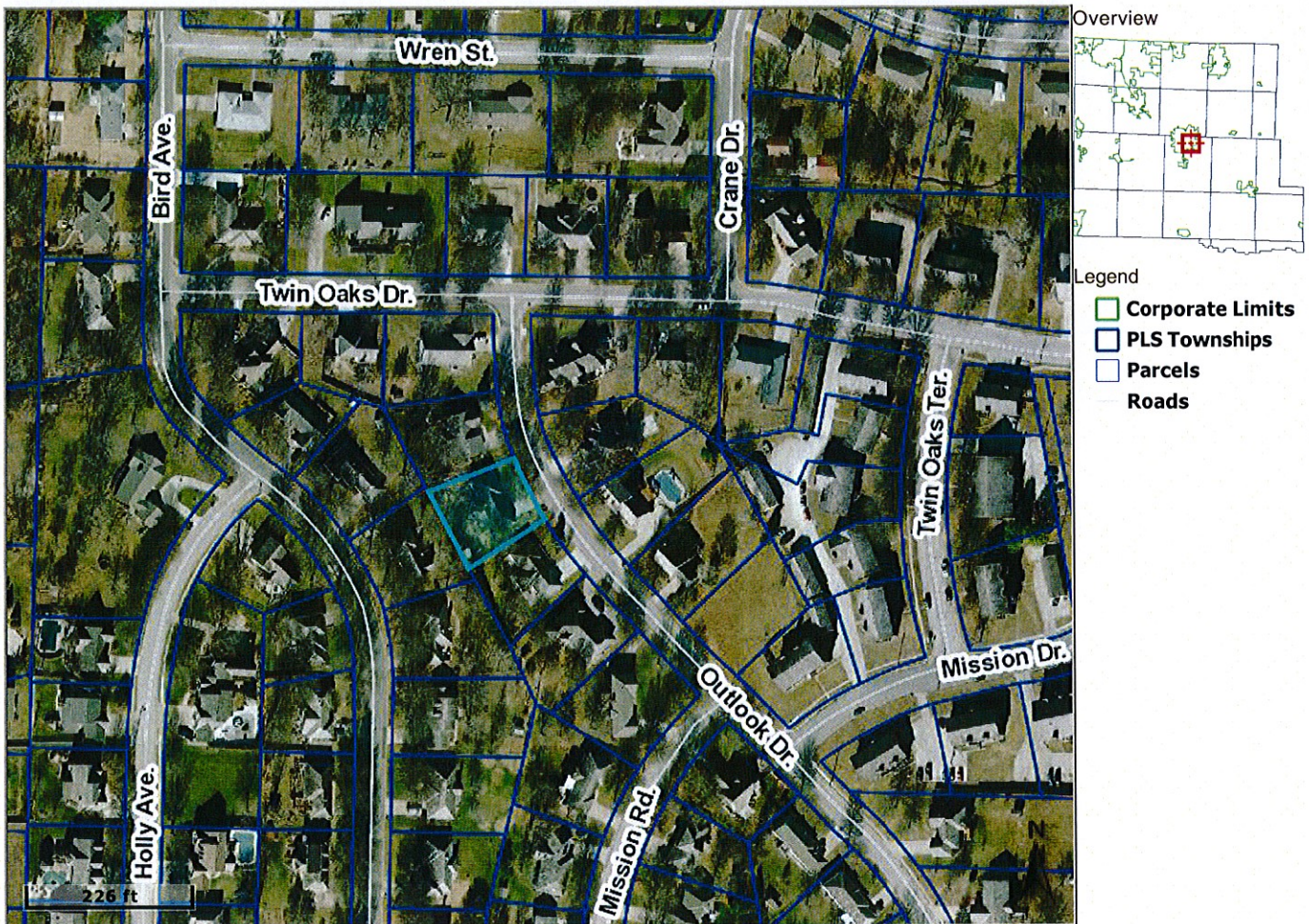

Jim and Penny Rush

Attachment: Chicken Request Attachments - Rush (1027 : Chicken Request - Rush)

Cass County, MO



Date Created: 5/1/2013

**Parcel ID** 132131303000042000**Sec/Twp/Rng** 3-44-31**Property Address** 902 OUTLOOK DR
HARRISONVILLE**Alternate ID** n/a**Class** Residential**Acreage** 0.27**Owner Address** RUSH, JAMES R & PENELOPE S
902 OUTLOOK DR
HARRISONVILLE MO 647010000**District** 5713001**Brief Tax Description** TWIN OAKS EST LOT 40

(Note: Not to be used on legal documents)

Last Data Upload: 5/1/2013 4:44:14 AM

developed by
The Schneider Corporation
www.schneidercorp.com

Attachment: Chicken Request Attachments - Rush (1027 : Chicken Request - Rush)

khubbard

From: Kevin W Wood
Sent: Tuesday, April 30, 2013 10:14 AM
To: khubbard
Subject: FW: CHICKENS ALLOWED IN TWIN OAK ESTATES ON OUTLOOK DRIVE ISSUE

Kevin W. Wood

From: Carrie Eidson
Sent: Tuesday, April 30, 2013 10:10 AM
To: mayer@ci.harrisonville.mo.us
Subject: RE: CHICKENS ALLOWED IN TWIN OAK ESTATES ON OUTLOOK DRIVE ISSUE

Mr. Mayor,

My husband and I are residents of Twin Oak Estates. We live at 1005 Mission Rd. I was part of the group of neighbors that spoke to you and several others at a meeting with the owner of the Twin Oak Apartments and the issues we were and still do have with the tenants. Now we have been informed from neighbors that the residents at 902 Outlook Drive want to have chickens in their yard! They have also been put on the agenda for Monday, May 6th to ask the Board of Aldermen for approval to raise chickens in our subdivision!

We have lost about \$30,000.00 in devalued property equity from the Twin Oak Apartments across the street from our home and now we'll lose even more with chickens in the backyard up the street! How can we even sell our house with this stuff going on in Twin Oaks Estate? We still have the foreclosed house next door to us that has been vacant and falling apart for three years now. The grass needs mowing and the house has possums and raccoons in it as the animals have wondered into our yard. I have never lived in a neighborhood with so many problems and I really wish our realstate agents had told us the truth about the area!

Please do not allow these people to raise chickens in our neighborhood. We already have an abundance of cats running around the houses that people must be dumping off and it will become a bigger issue when Jim and Penny Rush put their chickens in the backyard. The smell and health issues that will arise from chickens being in the neighborhood is a major concern for us. We don't want our grandchildren who visit to be subjected to this, nor do we ourselves want to be subjected to this. If we wanted farm animals around, we would have bought a house in the country. We want our neighborhood to be safe, orderly, and keep its property values.

This request by the Rushes is not fair to those of us who bought our homes in this neighborhood and want to keep the value up. Please do not give them permission to raise chickens in Twin Oak Estates or anywhere within the Harrisonville City limits.

Thank you

Carrie Eidson
 1005 Mission Road
 Harrisonville, MO. 64701

Cbeidson1@yahoo.com
 816-863-6518

Attachment: Chicken Request Attachments - Rush (1027 : Chicken Request - Rush)

April 23, 2013

To: Mayor Wood and Board of Aldermen:

We are Dee and Darold Shelton, and reside at 900 Outlook Drive and we are writing you concerning a problem that has risen in our neighborhood recently and hope that you can help us with it.

Our neighbors, Jim and Penny Rush at 902 Outlook Drive have constructed a chicken pen in their back yard. It is constructed of steel posts and chicken wire using the underside of their porch as housing for the chickens.

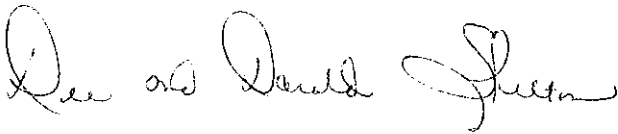
We were never even asked as a courtesy if we had a problem with this and we truly feel that this will be detrimental to the property value of our home and those around us. The Rushes did not ask the Board of Aldermen for the special permit, nor have they built the special coop as required by city ordinance.

The majority of residents in our neighborhood have worked very hard to maintain our homes and allowing chickens at one residence sets a precedence for others, not only in this nice area of Harrisonville, but throughout our community. The possible health, disease and odor issues that come along with farm animals and their excrement is another major reason for us airing our concerns. We have been told that chickens will attract raccoons, foxes and other wild animals and can create unsanitary conditions. Their pet dog is also now provoked to bark more because of these chickens in his yard.

We implore you to please reject this request for the special permit of housing chickens in town and help maintain the standard of living that was chosen by all who live inside city limits, and not that of a rural farm.

We thank you very much for your time and appreciate your helping us with this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Dee and Darold Shelton".

Dee and Darold Shelton



khubbard

From: Kevin W Wood
Sent: Tuesday, April 30, 2013 10:14 AM
To: khubbard
Subject: FW:

Kevin W. Wood

From: Lee Cooper
Sent: Monday, April 29, 2013 11:50 AM
To: mayor@ci.harrisonville.mo.us
Subject:

Good Morning Mayor,

I understand 1 of my neighbors is thinking about raising chickens in their backyard. For many reasons I am opposed to this.

Lee Cooper
901 Outlook Drive.

Attachment: Chicken Request Attachments - Rush (1027 : Chicken Request - Rush)

ARTICLE II. KEEPING REGULATIONS

SECTION 210.190: PERMIT REQUIRED

It shall be unlawful for a person to construct or use any building or premises as a stable, barn or yard for horses, mules, cattle, sheep, swine or other animals, including chickens for commercial or domestic purposes, without first obtaining a written permit from the Board of Aldermen specifying the name of the permittee and the location of the building or premises to be so used and the number of animals intended to be kept therein. (CC 1977 §7-31; Ord. No. 2673 §1, 10-23-00)

SECTION 210.200: FLOOR OF STRUCTURE

The floor of all structures or premises constructed and intended to be used for the purpose of housing or stabling horses, mules, cattle, swine or chickens or other such animals shall be impervious to moisture and be kept free from excreta in a sanitary condition. It shall have a drain connected to the City sewer system with ample perforated heavy floor plates and an easily accessible trap with a volume of at least one-half (½) cubic foot for each animal. A suitable number of hose connections must be provided and the floor scrubbed down thoroughly each day. (CC 1977 §7-32; Ord. No. 2673 §1, 10-23-00)

SECTION 210.210: ACCUMULATION, DISPOSAL OF EXCRETA, REFUSE

A. Every person maintaining any stable, barn or other place in which manure, animal excreta or stable refuse accumulates shall provide a galvanized iron, tin, zinc or other metal-lined box or bin within the area walls of such stable, barn or other such place. Such box or bin in a stable, barn or place with a capacity of ten (10) or more of the animals mentioned in [Section 210.200](#) shall be vented by means of a duct or flue not less than twelve (12) inches square extending through the roof. The termination of the vent shall be carried above the roof of adjoining premises and in no instance be less than ten (10) feet from any window or light well. Boxes or bins in stables, barns or places of a smaller capacity shall be ventilated in accordance with a written permit to be obtained from the Board of Aldermen. No person having charge of such stable, barn or other place shall keep any manure or animal excreta or permit any manure or animal excreta to be kept in or upon any portion of the premises other than the bin or pit described, nor shall any such bin or pit be allowed to be overfilled.

B. All manure, animal excreta or stable refuse must be removed from such stable, barn or place at least semiweekly. (CC 1977 §7-34; Ord. No. 2673 §1, 10-23-00)

SECTION 210.220: SANITARY MAINTENANCE

At all times every stable, barn or other place wherein animals and fowl are kept within the City shall be kept in a clean and sanitary condition. (CC 1977 §7-35; Ord. No. 2673 §1, 10-23-00)

SECTION 210.230: VENTILATION

No ventilators or windows which may be used as ventilators shall be constructed in the area walls of a stable if within ten (10) feet of adjacent property lines, except by special written consent of the Board of Aldermen. All stables and barns must be ventilated by means of louver ventilators in the roof or by openings in area walls where such walls are more than ten (10) feet from adjacent property lines. (CC 1977 §7-36; Ord. No. 2673 §1, 10-23-00)

SECTION 210.240: STORAGE OF FOOD

It shall be unlawful for any person to use any stable, barn or other place where any animal is kept as a place of storage for fruits, vegetables, meats, milk or any other food for human consumption. (CC 1977 §7-37; Ord. No. 2673 §1, 10-23-00)

SECTION 210.250: CONSTRUCTION OF VEHICLES FOR TRANSPORTATION OF EXCRETA -- PERMIT

It shall be unlawful for any person to remove, transport or carry manure, animal excreta or stable refuse, except in a tight vehicle which shall be effectually covered with canvas or other covering so as to prevent the contents from being dropped, or to remove, transport or carry manure without a written permit from the Board of Aldermen certifying its approval of the construction of such vehicle. (CC 1977 §7-38; Ord. No. 2673 §1, 10-23-00)

SECTION 210.260: TRANSPORTATION OF EXCRETA GENERALLY

It shall be unlawful for any person to load manure, animal excreta or stable refuse for transportation upon any vehicle elsewhere than within the premises from which the same is to be removed or to remove transport or carry manure or stable refuse through the public streets in such a manner as to permit the same to fall upon any street or to unload, deposit or store manure, animal excreta or stable refuse anywhere within the City without being treated by a larvicide approved by and under the supervision of the Board of Aldermen. (CC 1977 §7-39; Ord. No. 2673 §1, 10-23-00)



STAFF REPORT

TO: Board of Aldermen
FROM: Mike Tholen, Director
DATE: April 10, 2013
SUBJECT: Hospital Interchange TDD

Type of Item: *Agreement*

The changes proposed to the cooperative agreement appear to address the insurance issue raised in earlier comments, as well as the responsibility for budgets and reports. They have also stricken a reference to financing, but I believe the City Attorney is reviewing that in order to verify to the BOA that this does not obligate the City to participate in any future financing of district projects.

There is a specific reference added in this version that obligates the City to pay for audits until District revenues are sufficient. (Section 3.10) We currently include transactions of all component units in our CAFR, so that should not be an issue, but by including a requirement that the City pay a cost of the District does not have the funds available, vendors may be led to conclusions we do not intend. The first sentence of that Section could be eliminated.

Left unaddressed by these changes to the cooperative agreement are the earlier questions of how much revenue it does currently take in and what the city would gain by entering into this agreement, what has been happening with their tax revenue until now, why the County can't continue to perform the duties of the District sales tax administration, and why the City should have to assume that responsibility. Without information about the District revenue and expense, it is impossible to determine whether it even generates enough money to cover its operating expenses, much less pay the City enough to make it worth our while.

The City staff recommendation is still against entering into this agreement.

Council Bill No. 024

Ordinance No.

Tabled from the 3-18-2013 Meeting-An Ordinance Approving a Cooperative Agreement Between the City of Harrisonville, Missouri, and the Hospital Interchange Transportation Development District and Authorizing the Mayor to Execute the Agreement on Behalf of the City

COUNCIL BILL NO. 024

ORDINANCE NO. 0000 (000-13)

AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT BETWEEN THE CITY OF HARRISONVILLE, MISSOURI, AND THE HOSPITAL INTERCHANGE TRANSPORTATION DEVELOPMENT DISTRICT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the District was formed by Judgment and Order (“Judgment”) of the Cass County Circuit Court on December 6, 2010, and approved by the qualified voters of the District on March 28, 2011; and

WHEREAS, the District desires to contract with the City for the performance of, and the City desires to perform, the functions of administering, collecting and enforcing the Districts’ Sales Taxes; and

WHEREAS, the District and the City are authorized to enter into such a contract pursuant to Sections 238.200 through 238.275, RSMo (the “TDD Act”); and

WHEREAS, it is necessary for the efficient operation of the District that it enter into an agreement with the City and the County regarding the operation of the District, the imposition, administration and disbursement of the District Sales Tax, the construction and maintenance of the TDD Projects, and for any other relevant aspects of the overall financing for the construction and maintenance of the TDD Projects within the District; and

WHEREAS, the Parties desire to contract to establish their relationships regarding operations of the District.

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

SECTION 1: That the Cooperative Agreement between the City of Harrisonville, Missouri, and the Hospital Interchange Transportation Development District, a copy of which is attached hereto as Exhibit A, is hereby approved and adopted.

SECTION 2: That the Mayor of the City of Harrisonville, Missouri is hereby authorized and directed to execute the Cooperative Agreement on behalf of the City.

SECTION 3: This ordinance shall be in full force and effect from and after its passage and approval by the Mayor and Board of Aldermen.

Roll Call Vote:

Ayes:

Nays:

Absent:

Abstain:

Read for the first time by title only on the 18th day of March 2013. Read for the second time by title only on the 15th day of April 2013 and passed by the Board of Aldermen on the 15th day of April 2013.

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

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 15th day of April 2013

COOPERATIVE AGREEMENT

by and among

CITY OF HARRISONVILLE, MISSOURI,

and

CASS COUNTY, MISSOURI

and

HOSPITAL INTERCHANGE TRANSPORTATION DEVELOPMENT DISTRICT

dated as of

_____, 2013

Attachment: Hospital TDD Agreement - 2 (1013 : Hospital Interchange TDD)

COOPERATIVE AGREEMENT

TABLE OF CONTENTS

Page

ARTICLE 1 DEFINITIONS, RECITALS AND EXHIBITS

Section 1.1	Recitals and Exhibits	1
Section 1.2	Definitions	1

ARTICLE 2: REPRESENTATIONS

Section 2.1.	Representations by the District.....	4
Section 2.2.	Representations by the City	4
Section 2.3.	Representations by the County	5

ARTICLE 3: DISTRICT SALES TAX

Section 3.1.	Imposition of the District Sales Tax	5
Section 3.2.	District Administration and Sales Tax Duties.....	5
Section 3.3.	Administration Fee	6
Section 3.4.	County Reimbursement	6
Section 3.5.	Operating Costs	6
Section 3.6.	Enforcement of the District Sales Tax	6
Section 3.7.	Distribution of the District Sales Tax Revenue	7
Section 3.8.	Effect of Obligations	7
Section 3.9.	Records of the District Sales Tax.....	7
Section 3.10.	Audits	7
Section 3.11.	Insurance.....	7
Section 3.12.	Repeal of the District Sales Tax.....	<u>887</u>

ARTICLE 4: FINANCING DISTRICT PROJECTS

Section 4.1.	Design and Construction of TDD Projects	8
Section 4.2.	Financing the TDD Projects	8
Section 4.3.	Ownership and Maintenance of TDD Projects	8
Section 4.4.	Annual Budget.....	8
Section 4.5.	New TDD Projects.....	9

ARTICLE 5: SPECIAL COVENANTS

Section 5.1.	Records of the District.....	9
Section 5.2.	Records of the City	9

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1.	Default and Remedies.....	<u>10109</u>
Section 6.2.	Rights and Remedies Cumulative.....	10
Section 6.3.	Waiver of Breach	10

Section 6.4. Excusable Delays..... 10

ARTICLE 7: MISCELLANEOUS

Section 7.1. Effective Date and Term..... 10

Section 7.2. Immunities..... 10

| Section 7.3. Modification ~~11~~10

Section 7.4. Jointly Drafted 11

Section 7.5. Applicable Law 11

Section 7.6. Common Representation 11

Section 7.7. Validity and Severability 11

Section 7.8. Execution of Counterparts 11

EXHIBIT A Description of TDD Projects and Estimated Costs

EXHIBIT B Form of Letter to the Department of Revenue

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“**Agreement**”), entered into as of this _____ day of _____, 2013, by and among the **CITY OF HARRISONVILLE, MISSOURI**, a fourth class city and political subdivision of the State of Missouri (the “**City**”), **CASS COUNTY, MISSOURI**, a county of the first class of the State of Missouri (the “**County**”), and the **HOSPITAL INTERCHANGE TRANSPORTATION DEVELOPMENT DISTRICT**, a Missouri transportation development district (the “**District**” or “**TDD**”) (the City, the County, and the District being sometimes collectively referred to herein as the “**Parties**”, and individually as a “**Party**”, as the context so requires).

WITNESSETH:

WHEREAS, the District, which was formed by Judgment and Order (“**Judgment**”) of the Cass County Circuit Court on December 6, 2010, and approved by the qualified voters of the District on March 29, 2011, is a political subdivision of the State of Missouri and is transacting business and exercising powers granted pursuant to the Transportation Development District Act, Sections 238.200 through 238.275, RSMo (the “**TDD Act**”); and

WHEREAS, the District is authorized to impose a sales tax within the District at the maximum rate of one percent (1%) for a period of fifty (50) years within the District for the purpose of funding transportation improvements; and

WHEREAS, it is necessary for the efficient operation of the District that it enter into an agreement with the City and the County regarding the operation of the District, the imposition, administration and disbursement of the District Sales Tax, the construction and maintenance of the TDD Projects, and for any other relevant aspects of the overall financing for the construction and maintenance of the TDD Projects within the District; and

WHEREAS, the Parties desire to contract to establish their relationships regarding operations of the District.

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

ARTICLE 1 DEFINITIONS, RECITALS AND EXHIBITS

Section 1.1 Recitals and Exhibits. The representations, covenants and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

Section 1.2. Definitions. Words and terms defined elsewhere in this Agreement shall have the meanings assigned therein. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

“Administration Fee” means that amount of the District Sales Tax Revenue that the Sales Tax Administrator shall receive as compensation for performing the administrative duties of the District and administering and accounting for the District Sales Tax, as set forth in this Agreement.

“Applicable Laws and Requirements” means any applicable constitution, treaty, statute, rule, regulation, resolution, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by any unit of government.

“Board” or **“Board of Directors”** means the governing body of the District.

“Bond Documents” means any bonds, indentures or other financing agreements, disbursement agreements and all other agreements and certificates executed in connection with the issuance of any Obligations.

“Budget” is defined in Section 4.4.

“Costs of Formation” is defined in Section 3.4.

“Debt Service” means an amount required for the payment of interest on, principal of and premium, if any, on Obligations as they come due, for the payment of mandatory or optional redemption payments, and for payments to reserve funds required by the terms of the Obligations to retire or secure the Obligations.

“District Sales Tax” means the sales tax levied by the District on the receipts from the sale at retail of all tangible personal property or taxable services at retail within its boundaries pursuant to the TDD Act in the amount not to exceed one percent (1.0%), as established by resolution of the District and approved by the qualified voters of the District and in accordance with this Agreement.

“District Sales Tax Revenues” means the monies actually collected, pursuant to this Agreement and the TDD Act, from the imposition of the District Sales Tax.

“Event of Default” means any event specified in Section 6.1 of this Agreement.

“Excusable Delays” means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than the Parties not caused by the Parties’ failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable party using reasonable diligence to overcome which prevents such party from performing its specific duties or obligation hereunder in a timely manner.

“Fiscal Year” means January 1 through December 31 of each year.

“MHTC” means the Missouri Highways and Transportation Commission.

“Obligations” means any bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by or at the direction of the District or any other public entity at the direction of the District, which pay for the TDD Projects, in whole or in part, or to refund outstanding Obligations.

“Operating Costs” means the actual, reasonable expenses which are necessary for the operation of the District which shall include, but are not limited to, costs associated with notices, publications, meetings, supplies, equipment, photocopying, the engagement of special legal counsel, financial auditing services, insurance costs, and other consultants or services. Costs and expenses incurred by the Sales Tax Administrator on behalf of the District in accordance with an approved District budget and in the performance of the administrative services, for which the Sales Tax Administrator receives the Administration Fee, shall not be included as Operating Costs. Costs incurred by the Sales Tax Administrator regarding enforcement of the District Sales Tax in the performance of any actions authorized in Section 3.6 shall be treated as Operating Costs.

“Project Costs” means all actual and reasonable costs and expenses which are incurred by or at the direction of the District with respect to construction of the TDD Projects, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors and materialmen in connection with the construction contracts awarded in connection with the TDD Projects that are constructed or undertaken, plus all actual and reasonable costs to plan, finance, develop, design and acquire the TDD Projects, including but not limited to the following:

- A. actual and reasonable costs of issuance and capitalized interest, if any, for any Obligations issued to finance the TDD Projects;
- B. actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, financing, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in relation to the construction of the TDD Projects and all actual and reasonable costs for the oversight of the completion of the TDD Projects including overhead expenses for administration, supervision and inspection incurred in connection with the TDD Projects; and
- C. all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement and financing of the TDD Projects and which may lawfully be paid or incurred by the District under the TDD Act.

An estimate of the Project Costs is set forth in Exhibit A, but that estimate is not intended to limit in any way the Project Costs defined herein.

“Report” is defined in Section 4.4.

“Sales Tax Administrator” means the City, which shall perform all duties incident to receiving the District Sales Tax Revenues, accounting for all District Sales Tax Revenues and disbursing the District Sales Tax Revenues in accordance with this Agreement, the TDD Act and all applicable forms and regulations adopted by the District relating to accounting and disbursing the District Sales Tax Revenues.

“TDD Projects” means those improvements described in Exhibit A, along with any other TDD Projects that may be approved in accordance with the TDD Act and this Agreement.

“Trustee” means the banking entity named by or at the direction of the District as bond trustee in connection with the issuance of any Obligations.

ARTICLE 2: REPRESENTATIONS

Section 2.1. Representations by the District. The District represents that:

A. The District is a transportation development district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the TDD Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The TDD Projects are authorized in the Judgment.

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

E. Consideration and public benefit: The District acknowledges that construction of the TDD Projects is of significant value to the District, the property within the District and the general public. The District finds and determines that the TDD Projects will promote the economic welfare and the development of the City and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the TDD Projects; (iii) increasing local and state tax revenues; and (iv) providing necessary improvements for the District and for other surrounding development. Further, the District finds that the TDD Projects conform to the purposes of the TDD Act.

F. There is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

Section 2.2. Representations by the City. The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri as a fourth class City.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the Mayor of the City is duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any

nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

D. There is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

Section 2.3. Representations by the County. The County represents that:

A. The County is duly organized and existing under the Constitution and laws of the State of Missouri as a first class County.

B. The County has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the Presiding Commissioner of the County is duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the County will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the County is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the County or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the County under the terms of any instrument or agreement to which the County is a party.

D. There is no litigation or proceeding pending or threatened against the County affecting the right of the County to execute or deliver this Agreement or the ability of the County to comply with its obligations under this Agreement.

ARTICLE 3: DISTRICT SALES TAX

Section 3.1. Imposition of the District Sales Tax.

A. The District has approved a resolution that imposes the District Sales Tax, which has received approval of the qualified voters of the District. The District shall annually appropriate all District Sales Tax Revenues by resolution in accordance with this Agreement. The District Sales Tax shall be collected by the Missouri Department of Revenue as provided in the TDD Act. The City, as the Sales Tax Administrator, shall receive the District Sales Tax Revenue from the Department of Revenue, which shall be disbursed in accordance with this Agreement.

B. The District Sales Tax may be imposed at any rate up to the maximum rate approved by the qualified voters. The District may impose the District Sales Tax at the maximum rate for the entire life of the District, or may adjust the District Sales Tax rate on a periodic basis as deemed necessary by the District.

Section 3.2. District Administration and Sales Tax Duties.

A. The District Sales Tax will be collected by the Missouri Department of Revenue, as provided in the TDD Act. The District hereby authorizes the Sales Tax Administrator to perform all functions incident to the administration, operation, and disbursement of the District Sales Tax Revenues,

to the extent not performed by the Missouri Department of Revenue. The District further authorizes the Sales Tax Administrator to prescribe any required forms and administrative rules and regulations for reporting and collecting the District Sales Tax. The District shall notify the Missouri Department of Revenue, in substantial compliance with the form set forth in **Exhibit B**, that the District authorizes the Sales Tax Administrator, on behalf of the District, to receive from the Missouri Department of Revenue all of the District Sales Tax Revenues.

B. The District Sales Tax Revenues shall be separately accounted for by the Sales Tax Administrator and in accordance with all applicable resolutions adopted by the District. The District may amend the forms, administrative rules and regulations applicable to the administration, collection, enforcement and operation of the District Sales Tax and the operations of the Sales Tax Administrator, as needed.

Section 3.3. Administration Fee.

A. The Sales Tax Administrator shall receive an Administration Fee for administering and accounting for the District Sales Tax in an amount equal to 1.5% of the total District Sales Tax Revenues. The Sales Tax Administrator shall also be reimbursed by the District for any costs and expenses incurred in connection with any collection or enforcement issues associated with the District Sales Tax in which the Sales Tax Administrator may participate with or at the direction of the Missouri Department of Revenue.

B. In the event that the Administration Fee does not fully reimburse the Sales Tax Administrator for actual costs and expenses incurred in fulfilling its obligations under this Agreement, the Sales Tax Administrator may receive reimbursement for those actual additional costs that exceed the Administration Fee after the Sales Tax Administrator provides an accounting of such costs and expenses and the payment of such costs and expenses are approved by District resolution. In the event that there are insufficient funds in any Fiscal Year to cover the actual additional costs and expenses incurred by the Sales Tax Administrator and approved for payment by District resolution, such approved but unpaid costs and expenses shall be paid in subsequent Fiscal Years.

Section 3.4. County Reimbursement. The Parties agree that the County has incurred certain costs and expenses for the costs of formation of the District (the “**Costs of Formation**”). Until Obligations are issued or until the County has been fully reimbursed for all Costs of Formation, the County shall be reimbursed for the Costs of Formation in the maximum amount of 50% of the monthly District Sales Tax Revenues and in the order of priority set forth in Section 3.7. If Obligations are issued, the Parties agree that the County shall be reimbursed for all outstanding Costs of Formation from the proceeds of such Obligations.

Section 3.5. Operating Costs. The Sales Tax Administrator, on behalf of the District, shall pay for the Operating Costs of the District from District Sales Tax Revenue. The Operating Costs shall be included in the District’s annual budget, as provided in Section 4.4. In the course of performing the administrative duties set forth in Section 3.2 or enforcement duties set forth in Section 3.6, the Sales Tax Administrator may incur Operating Costs for the District which shall be paid in accordance with the budget approved by the District.

Section 3.6. Enforcement of the District Sales Tax. The District may, by resolution, authorize the Sales Tax Administrator, to the extent requested and authorized by the Missouri Department of Revenue, to take all actions necessary for enforcement of the District Sales Tax. The Sales Tax Administrator may, in the name of the District, prosecute or defend an action, lawsuit or proceeding or take any other action involving third persons which the Sales Tax Administrator deems reasonably

necessary in order to secure the payment of the District Sales Tax. The District hereby agrees to cooperate fully with the Sales Tax Administrator and to take all action necessary to effect the substitution of the Sales Tax Administrator for the District in any such action, lawsuit or proceeding if requested. All actions taken by the Sales Tax Administrator for enforcement and any legal proceeding filed by the Sales Tax Administrator for enforcement and collection of the District Sales Tax shall be treated as Operating Costs of the District.

Section 3.7. Distribution of the District Sales Tax Revenue. Beginning in the first month following the effective date of the District Sales Tax during which District Sales Tax Revenues are first generated and continuing each month thereafter until the expiration or repeal of the District Sales Tax, the Sales Tax Administrator shall, not later than the fifteenth (15th) day of each month distribute the District Sales Tax Revenues received in the preceding month in the following order of priority:

A. Pay the Sales Tax Administrator its Administration Fee.

A.B. ~~Pay the Operating Costs of the District.~~

B.C. Pay the County its Costs of Formation, in the maximum amount of 50% of the monthly District Sales Tax Revenues.

~~C.~~ ~~Pay the Operating Costs of the District.~~

D. Make any Debt Service payments, to the extent required for outstanding Obligations.

E. Disburse all remaining District Sales Tax Revenue to pay for Project Costs actually incurred by the District, to the extent not paid from the proceeds of Obligations.

Section 3.8. Effect of Obligations. The Parties acknowledge that the TDD Act and the Judgment authorize the District to issue Obligations and that the priority for distribution of the District Sales Tax Revenue set forth in Section 3.7 may be modified by Bond Documents. In the event of a conflict between the terms of this Agreement and any documents creating Obligations, the documents creating the Obligations will control with respect to priority of disbursement of District Sales Tax Revenue.

Section 3.9. Records of the District Sales Tax. The Sales Tax Administrator shall keep accurate records of the District Sales Tax due and collected and copies of such records shall be made available to the District on a monthly basis.

Section 3.10. Audits. The City will provide for an annual audit of the District in conjunction with the City's annual audit, at the cost of the City until such time as District revenues are sufficient to pay such costs. The County will pay the costs of the State Auditor's audit as required by Section 238.272, RSMo, until such time as District revenues are sufficient to pay such costs. All costs expended by the City or the County pursuant to this Section shall be Operating Costs of the District which are reimbursable in accordance with Section 3.7.

Section 3.11. Insurance. The County will pay the costs of providing director's liability and errors and omissions insurance for the District, until such time as District revenues are sufficient to pay such costs. All costs expended by the County pursuant to this Section shall be Operating Costs of the District which are reimbursable in accordance with Section 3.7. ~~The insurance will provide the same coverage as the other TDDs administered by the City.~~

Section 3.12. Repeal of the District Sales Tax. Unless extended in accordance with this Section, the District shall implement the procedures in the TDD Act for repeal of the District Sales Tax and abolishment of the District (1) when all Project Costs have been paid and all Obligations have been retired, or (2) fifty (50) years following the date the District Sales Tax is first imposed, whichever occurs first. The District shall not implement the procedures for repeal or modification of the District Sales Tax and abolishment of the District if: (1) any District Sales Tax Revenue is due to the Sales Tax Administrator for outstanding Administration Fees; (2) the District, with the prior written consent of the City, has approved another project pursuant to the TDD Act; or (3) the duration of the District has been extended by mutual agreement of the Parties in compliance with the TDD Act. The Sales Tax Administrator's obligation to perform for the District all functions incident to the administration, enforcement and operation of the District Sales Tax shall terminate concurrent with the repeal of the District Sales Tax. Upon repeal of the District Sales Tax, the Sales Tax Administrator shall:

- A. Retain the Administration Fee to which it is entitled in accordance with this Agreement.
- B. Pay all outstanding Operating Costs.
- C. Retain any remaining District Sales Tax Revenue until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the TDD Act.

ARTICLE 4: FINANCING DISTRICT PROJECTS

Section 4.1. Design and Construction of TDD Projects. The TDD Projects shall be designed and constructed by or at the direction of the County or the MHTC in accordance with all Applicable Laws and Requirements and the written cooperative agreement between the District and the MHTC. Neither the City or the District will have an obligation to design or construct the TDD Projects. The TDD Projects shall be designed and constructed on a schedule to be determined by the County and the MHTC.

Section 4.2. Financing the TDD Projects. The TDD Projects will initially be funded or financed by the County, along with one or more other entities that agree by contract with the County to initially fund or finance the TDD Projects. The District shall impose the District Sales Tax within the boundaries of the District to provide reimbursement of Project Costs incurred for the TDD Projects. The District may also incur Obligations in one or more series for the purpose of funding all, or an appropriate portion of, the TDD Projects. Project Costs shall be paid to the extent that funds are available from the proceeds of Obligations or from District Sales Tax Revenues in the order of priority set forth in Section 3.7.

Section 4.3. Ownership and Maintenance of TDD Projects. As allowed by the TDD Act, the District's sole role is to fund and assist in the funding of the TDD Projects. The District shall have no ownership of the TDD Projects and title to the TDD Projects shall at all times be vested in the name of the City, the County or the MHTC, as applicable. The City, the County or the MHTC, as applicable, shall at all times be responsible for maintenance of the TDD Projects. The District and the MHTC will enter into a separate cooperative agreement regarding ownership and operation of certain TDD Projects by the MHTC.

Section 4.4. Annual Budget. The District's legal counsel, with the assistance of the Sales Tax Administrator, on behalf of the District, shall annually prepare or cause to be prepared a budget (the "**Budget**") and an annual report (the "**Report**") describing the major activities of the District during the

preceding year and upcoming year. The Budget shall be reviewed by the City not less than sixty (60) days prior to submission of the Budget to the District Board of Directors for review and approval. Not later than the first day of each Fiscal Year, the Board of Directors shall adopt a Budget for the District for the ensuing budget year, for every fund of the District of any kind, in such a manner as may be provided by law. If the Board of Directors fails to adopt a Budget by the first day of a Fiscal Year, the District shall be deemed to have adopted for such fiscal year a budget which provides for application of the District Sales Tax Revenues collected in such fiscal year in accordance with the budget for the prior Fiscal Year.

Section 4.5. New TDD Projects. The District may use District Sales Tax Revenue, as such revenues are available, to pay Project Costs for new District projects which (i) were not set forth in the Judgment, (ii) have been determined by the City or the County to be necessary, and (iii) have been approved in accordance with the TDD Act. The District shall not undertake new District projects without the prior approval of the City or the County, as applicable. Payments due to the Sales Tax Administrator pursuant to the priority established in Section 3.7 for Administration Fees shall take priority over any costs associated with new District projects.

ARTICLE 5: SPECIAL COVENANTS

Section 5.1. Records of the District.

A. The Sales Tax Administrator shall be the official record keeper of the District's records relating to District Sales Tax Revenues, and shall keep proper books of record and account on behalf of the District in which full, true and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles consistently applied, and will furnish to the District, the original purchasers of any Obligations, the Trustee, the trustee of any subsequently issued Obligations, and to any requesting owner or owners of ten percent (10%) or more in aggregate principal amount of the bonds then outstanding, such information as they may reasonably request concerning the District, including such statistical and other operating information requested on a periodic basis, in order to enable such parties to determine whether the covenants, terms and provisions of this Agreement have been met.

B. District financial audits shall be performed in coordination with City audits and in accordance with Section 238.272, RSMo. All pertinent books, documents and vouchers relating to District business and affairs shall at all times during regular business hours be open to the inspection of such accountant or other agent (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to such confidentiality agreements as reasonably required) as shall from time to time be designated and compensated by the inspecting party.

C. All professional services for the District, including legal and engineering services, shall be performed pursuant to an engagement letter or contract between the District and the service provider, which shall be approved by resolution of the District.

Section 5.2. Records of the City. The City shall keep and maintain adequate records pertaining to disbursements for reimbursement or payment of the costs of the TDD Projects. Such records shall be available for inspection by the District, the MHTC, and the Trustee of any outstanding Obligations upon reasonable notice.

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1. Default and Remedies. An Event of Default shall occur upon the failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement and the continuance of such failure for fifteen (15) days after another Party, or the Trustee of any outstanding Obligation, has given written notice to such Party specifying such failure.

Subject to any restrictions contained in the Bond Documents for any outstanding Obligations that are issued against acceleration of the maturity of any such Obligations, if any Event of Default has occurred and is continuing, then a non-defaulting party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceeding at law or in equity, enforce its rights against the defaulting party and its officers, agents and employees, and require and compel duties and obligations required by the provisions of this Agreement.

Section 6.2. Rights and Remedies Cumulative. The rights and remedies of any Party under this Agreement and those provided by law shall be construed as cumulative and continuing. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and the Parties hereby waive the right to raise such defense in any proceeding in equity.

Section 6.3. Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting party, any payment or payments without in any way waiving the non-defaulting party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting party.

Section 6.4. Excusable Delays. No Party shall be deemed to be in default of this Agreement because of Excusable Delays. Excusable Delays shall extend the time of performance for the period of such Excusable Delay.

ARTICLE 7: MISCELLANEOUS

Section 7.1. Effective Date and Term. This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. This Agreement shall remain in effect for as long as the District is legally in existence.

Section 7.2. Immunities. No recourse shall be had for the payment of the principal of, or premium or interest on, any Obligations or for any claim based thereon, or upon any representation, obligation, covenant or agreement in this Agreement contained against any past, present or future officer, member, employee, director or agent of the City, the County, or the District, or of any successor thereto, as such, either directly or through the City, the County or the District, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

Section 7.3. Modification. The terms, conditions, and provisions of this Agreement cannot be modified or eliminated except in writing and by mutual agreement between the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 7.4. Jointly Drafted. The Parties agree that this Agreement has been jointly drafted and shall not be construed more strongly against another Party.

Section 7.5. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 7.6. Common Representation. The County and the District agree that the engagement of common special legal counsel for the County and the District does not materially limit the representation of the District or the County and will not adversely affect the relationship between the District and the County. To the extent that such common legal representation presents a conflict of interest, the County and the District hereby consent to common representation.

Section 7.7. Validity and Severability. It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 7.8. Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CASS COUNTY, MISSOURI

By: _____
Jeff Cox, Presiding Commissioner

ATTEST:

Janet Burlingame, County Clerk

Attachment: Hospital TDD Agreement - 2 (1013 : Hospital Interchange TDD)

CITY OF HARRISONVILLE, MISSOURI

By: _____
Kevin Wood, Mayor

ATTEST:

Kim Hubbard, City Clerk

Attachment: Hospital TDD Agreement - 2 (1013 : Hospital Interchange TDD)

**HOSPITAL INTERCHANGE
TRANSPORTATION DEVELOPMENT
DISTRICT**

By: _____
Kevin Wood, Executive Director

ATTEST:

Theron Swigart, Secretary

Attachment: Hospital TDD Agreement - 2 (1013 : Hospital Interchange TDD)

EXHIBIT A**DESCRIPTION OF TDD PROJECTS AND ESTIMATED COSTS****1. Interchange Project**

The Interchange Project (MoDOT Job No. J4P2227) is located in Cass City between the cities of Harrisonville and Peculiar along Highway 71. The Project consists of the demolition of an existing bridge across Highway 71 that connects Rockhaven Road on the east and Peculiar Drive on the west and constructing a diamond type interchange with roundabouts along U.S. 71 Highway at a location to the south of the existing bridge. Rockhaven Road and Peculiar Drive will be connected by the bridge at the interchange, and those roads will be realigned to connect to the roundabouts at each side of the new bridge.

2. Rockhaven Road & East Peculiar Drive Improvements

The frontage road on the east/north side of Highway 71, from 237th Street on the west/north (East Peculiar Drive) to a point approximately 2,400 feet into the city limits of Harrisonville along Rock Haven Road on the east/south (Rock Haven Road), will be improved by upgrading the existing roadway and constructing a new roadway to connect East Peculiar Drive to Rock Haven Road. Rock Haven Road will be upgraded from the Interchange Project south to the Indian Springs Road.

3. West Peculiar Drive Improvements

The frontage road (West Peculiar Drive) on the west/north side of Highway 71, from the Interchange Project on the west/north to Cantrell Road on the east/south will be improved by upgrading the existing roadway and constructing new roadway to connect West Peculiar Drive with Cantrell Road to the south.

4. North Bridge for East Peculiar Drive

Construction of a bridge on the frontage road (East Peculiar Drive) that lies on the east side of Highway 71, that will connect the Interchange Project with the current terminus of East Peculiar Drive at the city limits of the City of Peculiar. This bridge will allow for the extension of East Peculiar Drive northward along the east side of Highway 71 to connect to the existing Peculiar Drive with the new interchange.

5. 252nd Street Bypass Bridge

Construction of a bridge on the south side of Highway 71 on a City road over a tributary of the South Grand River, which will be located between 251st and 253rd Streets which will reopen the connections to Cantrell Road from these streets.

6. South Bridge

Construction of a bridge on the west side of Highway 71 on that portion of West Peculiar Drive that is to be extended southward/eastward to connect Peculiar Drive with Cantrell Road. This bridge will allow for the extension of West Peculiar Drive southward along the west/south side of Highway 71 to connect Cantrell Road to the new interchange.

General Cost Categories Applicable to All Projects

The Projects described above shall also include the following costs, to the extent related to the above improvements: (1) costs for demolition, earth work, utility construction and relocation; (2) right-of-way and other land acquisition costs required for the above improvements; (3) the costs associated with the operation and maintenance of the Project; (4) costs for replacement of existing roadway surfaces, curbs and gutters or replacement or installation of sidewalks, traffic/pedestrian signalization, signage, street lighting and landscaping; (5) costs for professional fees, financing costs and insurance; and (6) the administrative, legal and accounting costs associated with the creation, administration and operation of the District.

Hospital Interchange Transportation Development District Estimated Project Costs

Project	Estimated Cost*
Hospital Interchange	\$7,777,506
Rockhaven Road Improvements	\$4,400,000
Peculiar Drive Improvements	\$2,790,000
North Bridge for Peculiar Drive	\$350,000
252nd Street Bridge Bypass	\$416,000
South Bridge	<u>\$395,000</u>
Total	\$16,128,506

* Estimated hard construction costs and any right-of-way acquisition, utility relocation, environmental mitigation and professional service costs, but not including interest charges. Interest charges are included in the anticipated budgeted expenditures in Exhibit H to the Petition.

EXHIBIT B**FORM OF LETTER TO THE DEPARTMENT OF REVENUE**

**HOSPITAL INTERCHANGE TRANSPORTATION DEVELOPMENT DISTRICT
102 E. Wall Street
Harrisonville, Missouri 64701**

_____, 2013

Missouri Department of Revenue
Customer Services Division
Sales/Use Tax
P.O. Box 3380
Jefferson City, Missouri 65105-3380

Re: Remittance of Sales Tax Revenue for the Hospital Interchange Transportation Development District to the City of Harrisonville, Missouri

Dear Sir or Madam:

The Hospital Interchange Transportation Development District (the “**District**”) hereby authorizes the Missouri Department of Revenue (the “**Department**”) to remit directly to the City of Harrisonville, Missouri (the “**Sales Tax Administrator**”) all of the District sales tax revenue collected by the Department. In accordance with a cooperative agreement (“**Cooperative Agreement**”) entered into between the Sales Tax Administrator and the District dated _____, 2013, a copy of which is enclosed, the Sales Tax Administrator shall separately account for the District sales tax revenues and shall disburse such funds in accordance with the Cooperative Agreement. Identifying information for the account into which the funds will be deposited is included on the attached ACH agreement.

Pursuant to the Cooperative Agreement, the Sales Tax Administrator will perform all functions incident to the administration of the District sales tax revenue.

Sincerely,

**HOSPITAL INTERCHANGE
TRANSPORTATION DEVELOPMENT
DISTRICT**

By: _____
Executive Director

Attachment: Hospital TDD Agreement - 2 (1013 : Hospital Interchange TDD)



TO: Board of Aldermen
FROM: Kim Hubbard, City Clerk
DATE: May 1, 2013
SUBJECT: Amendments to Residency Policy

Type of Item: *Amendment*

Attached are the revisions made to the employee residency requirement policy which was discussed at the April 15, 2013 Personnel/Finance Committee meeting.

The Committee approved changes for the emergency personnel to have no residency requirements with the exception of the Emergency Services Director, Deputy Emergency Services Director, Police Chief and the Police Lieutenants.

The Committee left it up to the department directors to establish their first responders and that they will respond to their departments within thirty (30) minutes.

Council Bill No. 028

Resolution No.

A Resolution to Amend the Residency Requirements for Employees of the City of Harrisonville as Set Forth in Section VII, Article D of the Harrisonville Personnel Policy Manual

Section 1: That Section VII-APPLICATIONS AND APPLICANTS of the Personnel Policies Manual is hereby amended and will read as follows:

D. Residence of Employees and Applicants:

Principle Place of Residence-defined as that place which the employee declares his/her home for voting purposes or with the intent to remain there permanently for a definite, indefinite or undetermined length of time

All City employees shall report changes of principal addresses to their respective department/division managers and the Human Resources Department within five (5) working days from the date of change of address.

City employees, who are appointed, promoted etc., to a position with residency requirements must relocate within one year unless the Department Director and City Administrator have approved an extension due to extenuating circumstances.

All City employees are encouraged to live inside Harrisonville city limits but are not required to. At the time of appointment, promotion, etc., if all of the factors are equal, City residents may be given favorable preference.

First responders, excluding police and emergency service personnel, shall respond to their departments within thirty (30) minutes. Department directors shall establish the first responders for their respective service areas.

Exceptions to this policy are as follows: The City Administrator, City Clerk, Public Works Director, Police Chief, and EMS Director must live within the corporate city limits of Harrisonville. Police Lieutenants and Deputy EMS Director are required to live within a 5 mile radius of Harrisonville City Hall

Section 2: A redline version of this section is attached.

Section 3: That the amendment for the Personnel Policies Manual supersedes all personnel policies, rules or regulations previously adopted or approved, for Section VII, effective immediately.

Section 4: That if any provision of the attached is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining provisions of the Personnel Policies Manual.

PASSED AND RESOLVED by the Board of Aldermen and APPROVED by the Mayor of the City of Harrisonville, Missouri, this 6th day of May 2013.

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 May 2013

D. Residence of Employees and Applicants

Principle Place of Residence-defined as that place which the employee declares his/her home for voting purposes or with the intent to remain there permanently for a definite, indefinite or undetermined length of time

Formatted: Indent: Left: 0.38"

All City employees shall report changes of principal addresses to their respective department/division managers and the Human Resources Department within five (5) working days from the date of change of address.

City employees, who are appointed, promoted etc., to a position with residency requirements must relocate within one year unless the Department Director and City Administrator have approved an extension due to extenuating circumstances.

Formatted: No underline

~~General All City employees are encouraged to live inside Harrisonville city limits but are not required to live within the City limits, but they are encouraged to do so. At the time of appointment, promotion, etc., if all of the factors are equal, City residents may be given favorable preference. The City Administrator, City Clerk, Public Works Director, Fire Chief, Police Chief, EMS Director must live within the corporate City limits of Harrisonville.~~

First responders, excluding police and emergency service personnel, shall respond to their departments within thirty (30) minutes. Department directors shall establish the first responders for their respective service areas.

Exceptions to this policy are as follows: The City Administrator, City Clerk, Public Works Director, Police Chief, and EMS Director must live within the corporate city limits of Harrisonville. Police Lieutenants and Deputy EMS Director are required to live within a 5 mile radius of Harrisonville City Hall.

~~Full-time non-exempt emergency services personnel (police, fire & EMS) may reside within a thirty (30) mile radius of Harrisonville City Hall; full time exempt emergency services personnel except the Chief of Police, Fire Chief or EMS Director are required to live within a 5 mile radius of Harrisonville City Hall. The Chief of Police, Fire Chief and EMS Director are required to reside with the Corporate City Limit of Harrisonville.~~

~~Resolution 007-06, April 3, 2006
Amended Resolution 023-09, 6/1/09~~

~~Remaining Public Safety, Public Works, and Codes personnel are required to reside within a 30 mile radius of City Hall for emergencies. Public Safety, Public Works, and Codes Personnel employed by the City prior to June 1, 2009 shall respond to the City within thirty (30) minutes~~

~~Resolution 03-01, October 1, 2003
Amended Resolution 023-09, 6/1/09~~



STAFF REPORT

TO: Board of Aldermen
FROM: Jerry Gibbs, Director
DATE: April 29, 2013
SUBJECT: TREKK Agreement Amendment

Type of Item: *Change Order*

Background

The City entered into an agreement with TREKK Design Group to design replacement utilities impacted by the Mechanic Street Project at the Board of Alderman meeting on 3-18-13 in the amount of \$56,872. The agreement was a lump sum not to exceed. MODOT is requesting the agreement be amended to an hourly not to exceed and additional survey work is also being requested.

Analysis

The contract modification is a minor wording change from lump sum to hourly not to exceed and exhibit B is added to reflect the estimated project cost based on the hourly rates. There is no change to the contract amount.

MODOT is requesting TREKK complete the remaining surveying work, legal descriptions, and location survey plan for the Route 7 project in Harrisonville. The additional surveying work is needed for the overall project design, including design of the water line and sanitary sewer. Reimbursement to city for the surveying work would then be through the Utility Agreement.

The scope of additional surveying services approved by MODOT is below:

- 1) Establish Horizontal and Vertical Control Based on the Missouri State Plane Coordinate System NAD 1983, NAVD 1988.
- 2) Convert existing Topographic Survey of Route 7 (Mechanic Street) from Independence Avenue East to Bird Street to MODOT survey standards. Deliverable to include survey GPK file and Microstation Topographic files.
- 3) Perform topographic survey of Wirt Lane from Mechanic Street to Washington Street from CL to 50' east of the CL of Wirt Lane for Drainage Connection. Coordinate Utility Locates with Missouri One-Call. Locate Utilities as Marked by Missouri One-Call.
- 4) Provide 24 hours of additional field survey time for as needed survey for design.

- 5) Prepare Tract Maps for MODOT ROW Department. It is anticipated that the project will require 60 Temp Easements and 16 Permanent Easements.
- 6) Obtain 16 Title Reports for preparation of Tract Maps for Perm. Easements.
- 7) All work will be performed in conformance with MODOT Design Survey Standards.

The additional work will cost \$43,106. The current contract with TREKK will required a change order to add the additional scope of work and fee. MODOT will reimburse the city for these costs per the agreement we have with MODOT.

Recommendations

Staff recommends the amending of the wording change to the agreement and a change order with TREKK Design Group to include the additional survey work in the amount of \$43,106 for a total agreement \$99,978.

Council Bill No. 029

Resolution No.

A Resolution Amending Language in the Trekk Agreement and Authorizing the City Administrator to Execute Change Order #1 Mechanic Street Project-To Trekk in an Amount Not to Exceed \$43,106

WHEREAS, the Missouri Department of Transportation (MoDOT); requests that the Trekk Agreement be amended to language reflecting an hourly not to exceed rather than stating lump sum not to exceed; and

WHEREAS, MoDOT requests additional survey work to be completed which is needed for the overall project design; and

WHEREAS, MoDOT will reimburse the City of Harrisonville for the additional survey work;

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 approve the amended language requested by MoDOT to reflect “an hourly not to exceed”

Section 2: That the City Administrator of the City of Harrisonville is hereby authorized and directed to execute Change #1 Mechanic Street Project with Trekk in an amount not to exceed \$43,106

Section 3: 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 May 2013.

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 May 2013.



Personnel	Title	Total Hr.	Rate	Raw Labor cost	Expenses	Units	Unit Price	Total Price
Project Mgr, Team Leader	PM, TM	32	58.19	1,862.08	Travel, mile (Survey Vehicle)	250	0.57	141.25
Senior Engineer	SE	0	45.00	0.00	Half Size Plots		0.25	0.00
Senior Project Engineer	SPE	0	41.71	0.00	Full Size Plots	0	1.00	0.00
Project Engineer	PE	56	26.00	1,456.00	Computer Time	0	5.00	0.00
Field Tech	FT	0	10.00	0.00	Equipment Charge		7.50	0.00
Technician / Utility Locator	TECH	160	20.16	3,225.60	Survey Consumables	1	150.00	150.00
Administration	ADMIN	4	30.14	120.56	Title Work	16	300.00	4,800.00
Survey Project Manager, Office Surveyor	SPM, OS	96	35.78	3,434.88	Tube Counters		250.00	0.00
Survey Party Chief	SPC	40	30.96	1,238.40	Traffic Control		3000.00	0.00
Survey Rodman	SR	40	15.30	612.00				
TOTAL		428		\$11,949.52			Total	\$5,091.25

Phase	Total Price
Project Survey	
	\$40,847
Total	\$40,847

MAN-HOUR AND FEE ESTIMATE

SUB-CONSULTANT TREKK																Overhead		162.480%
																Profit		14.00%
																Number of Sheets		
Item No.	Description of Work Items/Tasks	PM TM	SE	SPE	PE	FT	TECH	ADMIN	SPM OS	SPC	SR	TOTAL MAN HOURS	TOTAL MAN-DAYS	TOTAL RAW LABOR COST (A)	OVERHEAD COST (B)	TOTAL LABOR PLUS OVERHEAD (A+B)	PROFIT (C)	TOTAL LABOR FEE (A+B+C)
101	Project Adminstration	16						4				20	2.50	1,051.60	1,708.64	2,760.24	386.43	3,146.67
220	Project Survey											0	0.00	0.00	0.00	0.00	0.00	0.00
220.01	Update Survey Coding to MoDOT Standards	4			40				8			52	6.50	1,559.00	2,533.06	4,092.06	572.89	4,664.95
220.02	Prepare Easement Exhibits	8					160		80			248	31.00	6,553.52	10,648.16	17,201.68	2,408.24	19,609.91
220.03	Temp Esmts (60)											0	0.00	0.00	0.00	0.00	0.00	0.00
220.04	Drainage Esmts (12)											0	0.00	0.00	0.00	0.00	0.00	0.00
220.05	Utility Esmts (4)											0	0.00	0.00	0.00	0.00	0.00	0.00
220.06	Prepare Additional Field Survey	4			16				8	40	40	108	13.50	2,785.40	4,525.72	7,311.12	1,023.56	8,334.67
220.07												0	0.00	0.00	0.00	0.00	0.00	0.00
														by hours across				
	TOTAL MAN-HOURS AND LABOR FEE	32	0	0	56	0	160	4	96	40	40	428	53.50	11,949.52	19,415.58	31,365.10	4,391.11	35,756.21
	TOTAL MANDAYS	4.00	0.00	0.00	7.00	0.00	20.00	0.50	12.00	5.00	5.00	53.50		check by sums				
	TOTAL LABOR COST AND FEE	\$1,862.08	\$0.00	\$0.00	\$1,456.00	\$0.00	\$3,225.60	\$120.56	\$3,434.88	\$1,238.40	\$612.00	\$11,949.52		11,949.52	19,415.58	31,365.10	4,391.11	35,756.21
	TOTAL EXPENSES																	5,091.25
	TOTAL LBR, OH, PFT & EXPS																	40,847.46

CASS, 7 (MECHANIC), J4P2257 SURVEYING WORK / TREKK

Change Order #1

To: TREKK DESIGN GROUP, LLC

Date: MAY 20, 2013

RE: CHANGE ORDER #1

MoDOT requests the city include additional surveying work in the city's utilities design contract with TREKK. MODOT would like to utilize TREKK to complete the remaining surveying work, legal descriptions, and location survey plan for the Route 7 project in Harrisonville. The additional surveying work is needed for the overall project design, including design of the water line and sanitary sewer.

ORIGINAL CONTRACT AMOUNT...	\$ 56,872
CHANGE ORDER # 1...	\$ 43,106
REVISED CONTRACT AMOUNT...	\$ 99,978

TREKK DESIGN GROUP, LLC

Date

APPROVED:
CITY OF HARRISONVILLE, MISSOURI

Keith Moody
City Administrator

Date

Attachment: Change Order #1 TREKK REV (1024 : TREKK Agreement Amendment)