



**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
OCTOBER 21, 2013
7:00 PM**

- 1. Call to Order & Pledge of Allegiance**
- 2. Roll Call**
 - A. Roll Call**
- 3. Ceremonial Matters**
 - A. A PROCLAMATION DESIGNATING THE WEEK OF OCTOBER 20-26, 2013 AS HARRISONVILLE BUSINESS WOMEN WEEK**
- 4. Public Participation**
 - A. Public Participation**
- 5. Approval of Minutes**
 - A. Board of Aldermen - Regular Meeting - Oct 7, 2013 7:00 PM**
- 6. Agenda Items**
 - A. Council Bill 76: AN ORDINANCE OF THE CITY OF HARRISONVILLE, MISSOURI, REGARDING A SPECIAL USE PERMIT FOR THE ESTABLISHMENT OF A SMALL LOAN ESTABLISHMENT (CARDINAL LOANS) LOCATED AT GASLIGHT SHOPPING CENTER.**
 - B. Council Bill 77: 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**
 - C. Council Bill 78: A RESOLUTION OF THE CITY OF HARRISONVILLE, MISSOURI, OUTLINING THE PROCEDURE FOR APPROVING THE APPLICATIONS FOR INCENTIVES WITHIN THE HARRISONVILLE ENHANCED ENTERPRISE ZONE.**
- 7. Aldermen and Committee Reports**

- 8. Report from the City Administrator**
 - A. 2012 Performance Measures: Part 2, Public Works Areas**
- 9. Report from the Mayor**
- 10. Questions from the Media**
- 11. Adjourn to Executive Session**
- 12. Adjourn From Regular Session**

Posted on City Hall Bulletin Board this 17th day of October 2013

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



City of

Harrisonville^{est. 1836}

PROCLAMATION



HARRISONVILLE BUSINESS WOMEN

WHEREAS, Harrisonville Business Women was organized in 1927 as a social and study club known as the Business Women's Club; and

WHEREAS, they became chartered in Business and Professional Women in September 1928; and

WHEREAS, it is their mission to achieve equity for all women in the workplace through advocacy, education and information; and

WHEREAS, their local mission focuses on helping women and charities in their community by providing scholarships and educating young women on safety and workplace entry; and

WHEREAS, Harrisonville Business Women work to elevate the standards for women wherever they may be employed; and

WHEREAS, Harrisonville Business Women promote the interests of working women to bring about a spirit of cooperation among all working women and extend opportunities through education, information and fellowship,

NOW, THEREFORE, on behalf of the Board of Aldermen of the City of Harrisonville I, Mayor Kevin Wood, do hereby proclaim October 20th-26th, 2013 as ***Harrisonville Business Women Week***, and urge all citizens, civic and fraternal groups, educational associations, news media, and other community organizations to join in this salute to working women, by encouraging and promoting the celebration of the achievements of all business and professional women as they contribute daily to our economic, civic, and cultural purposes.



Kevin W. Wood, Mayor



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
OCTOBER 7, 2013
7:00 PM

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

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

Others present: City Administrator Keith Moody, City Attorney Jessie James, Finance Director Mike Tholen, Community Development Director Rick DeLuca, Police Chief John Hofer, City Clerk Kim Hubbard, Public Information Officer Sheryl Stanley, Parks and Recreation Director Chris Deal, Public Works Director Jerry Gibbs, and Assistant Public Works Director Eric Patterson.

3. **Ceremonial Matters**
 1. **A Service Award to Honor Joe Devine, Electric Department, for 25 Years of Loyal Service to the City.**

Mayor Wood recognized Joe Devine, Electric Department Journeyman Lineman, for his twenty-five (25) years of service with the City. Mayor Wood stated that Mr. Devine was unable to attend tonight's meeting.

2. **Appointment of Murad Hasam to a Four Year Term on the Planning & Zoning Commission**

Mayor Wood reported there were many appointments tonight and it was the Board's consensus to approve them all at once.

Minutes Acceptance: Minutes of Oct 7, 2013 7:00 PM (Approval of Minutes)

Alderman Meyer moved to approve all the appointments on the agenda. The motion was seconded by Alderman Milner and approved by a voice vote of those present. Alderman Coburn voted No.

Chief Hofer announced that Kristi Osborn, Chief Animal Control Officer, had been at the Missouri Animal Control Association Conference this past week where the City of Harrisonville's Animal Shelter was awarded Outstanding Animal Welfare Agency. Chief Hofer recognized Ms. Osborn, Lieutenant Prindle and Animal Control Officer Jennie McGuire for their efforts and hard work.

3. Re-appointment of Chuck Jones and Cody Chancellor to Four Year Terms on the Planning & Zoning Commission

Approved under 3.2

4. Re-appointment of Keith Debrot, as an Alternate Member, to a Five Year Term on the Board of Zoning Adjustment

Approved under 3.2

5. Re-appointment of Larry Snider to a Six-Year Term on the Industrial Development Authority

Approved under 3.2

4. Public Participation

A. Public Participation

Obie Carl, 27917 S. Bybee Road, extended his appreciation to the City for their participation and to the employees who worked during the Burnt District Festival and stated what a great job they did. Mr. Carl also recognized Alderman Milner, Clint Miller, John Teague and many others.

Mr. Carl also recognized what a great Animal Shelter the City has.

Mayor Wood extended his appreciation to Mr. Carl for all his hard work on the festival.

5. Approval of Minutes

1. Board of Aldermen - Regular Meeting - Sep 23, 2013 7:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Doug Meyer, Board Member
SECONDER:	Stacey Dahlman, Board Member
AYES:	Reece, Dickerson, Meyer, Stull, Milner, Coburn, Dahlman
ABSENT:	Bill Mollenhour

6. Agenda Items

1. Twin Oaks Street Block Party

Chief Hofer reviewed the request and stated it is staff's recommendation for approval.

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

2. AN ORDINANCE TO AMEND CHAPTER 210, ANIMAL REGULATIONS, OF THE HARRISONVILLE MUNICIPAL CODE OF ORDINANCES, SPECIFICALLY SECTION 320, ISSUANCE OF TAGS AND SECTION 390, NOTICE TO OWNER

Mayor Wood read Council Bill 070 by title only.

Chief Hofer explained the change would require pet owners to attach the pet tag to the animal's collar and that all animals picked up would be micro-chipped prior to release which would enable a quicker return to the owners in the future. Chief Hofer said this had been before the Public Safety Committee with a recommendation for approval.

Alderman Dahlman moved to suspend the rules and move Council Bill 070 to it's second reading. Alderman Reece seconded the motion and the motion passed with a roll call vote:

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

Nays: None

Abstain: None

Absent: Alderman Mollenhour

Mayor Wood read Council Bill 070 by title only for a second time.

Council Bill 070 became Ordinance 3253

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Reece, Dickerson, Meyer, Stull, Milner, Coburn, Dahlman
ABSENT:	Bill Mollenhour

3. AN ORDINANCE TO AMEND CHAPTER 350 OF THE HARRISONVILLE CODE OF ORDINANCES CONCERNING 24 HOUR PARKING

Mayor Wood read Council Bill 071 by title only.

Chief Hofer reviewed prior changes to the definition of the word "vehicle" in chapter 342 of city code and to remain consistent he was recommending the change of "motor vehicle" to "vehicle" and section 350.060 would read as follows:

No vehicle shall be parked on any street, avenue, alley or in a municipally owned public grounds for a longer period than twenty-four (24) hours at one (1) location.

Chief Hofer noted this item had been before the Public Safety Committee with a recommendation for approval.

Alderman Reece moved to suspend the rules and move Council Bill 071 to it's second reading. Alderman Dickerson seconded the motion and it was approved with the following roll call vote:

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

Nays: None

Abstain: None

Absent: Alderman Mollenhour

Mayor Wood read Council Bill 071 by title only for second time.

Council Bill 071 became Ordinance 3254

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Reece, Dickerson, Meyer, Stull, Milner, Coburn, Dahlman
ABSENT:	Bill Mollenhour

4. AN ORDINANCE TO AMEND CHAPTER 380.160, SUBSECTION C, REGARDING SEATBELTS

Mayor Wood read Council 072 by title only.

Chief Hofer explained local ordinances can be more restrictive than state law, but cannot be less restrictive. Chief Hofer reported that all of Missouri's neighboring states (except Nebraska) have a primary seat belt law, meaning that police officers can stop a motorist simply for not wearing a seat belt without any other reason necessary. Chief Hofer also

stated that the Police Department would like to use this change in the ordinance as an opportunity to educate the public on seatbelt usage, rather than as a punishment or fine to the offender.

Chief Hofer's recommendation is to change 380.160 of the city's code as follows:

Delete: No person shall be stopped, inspected or detained solely to determine compliance with this subsection.

Change to: Any person may be stopped, inspected or detained solely to determine compliance with this subsection.

Chief Hofer noted this item had been before the Public Safety Committee with a recommendation for approval.

Alderman Meyer moved to suspend the rules and move Council Bill 072 to it's second reading. The motion was seconded by Alderman Reece and approved with the following roll call vote:

Ayes: Aldermen Stull, Coburn, Reec, Dickerson, Dahlman, Meyer and Milner

Nays: None

Abstain: None

Absent: Alderman Mollenhour

Mayor Wood read Council Bill 072 for a second time.

Council Bill 072 became Ordinance 3255

RESULT:	ADOPTED [6 TO 1]
AYES:	Reece, Meyer, Stull, Milner, Coburn, Dahlman
NAYS:	David Dickerson
ABSENT:	Bill Mollenhour

5. **A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENETER INTO A CONTRACT WITH COMMENCO FOR CAMERAS AND DATA AT THE NEW POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$65,506.02.**

Mayor Wood read Council Bill 073 by title only.

Mr. Patterson distributed a correct copy of the agreement to the Board and reviewed the scope of the work.

Council Bill 073 became Resolution R041

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

6. A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH PROTECTION 1 SECURITY SOLUTIONS FOR CONTROLLED ENTRY TO THE NEW POLICE BUILDING IN AN AMOUNT NOT TO EXCEED \$17,715

Mayor Wood read Council Bill 074 by title only.

Mr. Patterson reviewed the proposed contract and the scope of work that would be included.

Council Bill 074 became Resolution 042

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

7. A RESOLUTION TERMINATING A PRIOR GRANTED EASMENT BETWEEN THE CITY OF HARRISONVILLE AND JONES OPERATIONS, INC.

Mayor Wood read Council Bill 075 by title only.

Mr. Moody reviewed this granted easement was drafted in anticipation of the City extending Waters Road which did not take place. The language of the easement provided that if the project was not completed within a certain time period then the easement would revert back to the land owner. Mr. Moody stated that the resolution would authorize the Mayor to execute the easement release.

Council Bill 075 became Resolution 043

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

7. Aldermen and Committee Reports

Alderman Meyer expressed his appreciation to Obie Carl for his work on the Burnt District Festival.

Alderman Dahlman expressed her appreciation to everyone who worked on the Burnt District Festival.

Alderman Coburn stated he missed seeing the high school band participate in the Burnt District Festival parade but that they were at competition and he thought they had done well.

Alderman Reece stated he and his children had a great time at the Festival this weekend and thanked all of those who worked it.

Alderman Milner expressed her appreciation to City staff who worked the Festival.

8. Report from the City Administrator

1. 2012 Performance Measure Presentation: Part 1

Mr. Moody reviewed the 2012 Performance Measurements for Human Resources, Information Technology, Building Inspections, Code Enforcement and Parks and Recreation.

9. Report from the Mayor

No report.

10. Questions from the Media

No questions.

11. Adjourn to Executive Session

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

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

Nays: None

Abstain: None

Absent: Alderman Mollenhour

The Board adjourned to Executive Session at 7:46 PM

The Board reconvened to regular session at 8:26 PM

12. Adjourn From Regular Session

Alderman Dahlman moved to adjourn the meeting. Alderman Reece seconded the motion and it was approved by a voice vote of those present.

The meeting adjourned at 8:26 PM.

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

ATTEST:

Kim Hubbard, City Clerk

Minutes Acceptance: Minutes of Oct 7, 2013 7:00 PM (Approval of Minutes)



STAFF REPORT

TO: Board of Aldermen
FROM: Rick DeLuca, Director
DATE: October 17, 2013
SUBJECT: Establishment of Small Loan Establishment (Cardinal Loans)

Type of Item: *Special Use Permit*

TO Mayor Wood & Board of Aldermen

FROM Rick DeLuca, Director of Community Development

DATE October 1, 2013

SUBJECT Cardinal Loans SUP

Type of Item:

Action Item

Issue:

The Applicant has requested a special use permit for a small loan establishment.

Background:

Request: Approval of a special use permit for a small loan establishment.

Location: 1901 N. Commercial (Gaslight mall)

Applicant: Mike Parris

Owner: Mike Parris

Existing Zoning: "C-2" Service Business District

Adjacent Zoning: North: "C-2" Service Business District
 South: "M-1" Light Industrial District
 West: "C-2" Service Business District
 East: "C-2" Service Business District

The applicant is proposing to locate a small loan establishment in Gaslight located at 1901 N. Commercial Street. The subject property is adjacent to existing commercial sites. The site (Gaslight) is an existing strip mall with access to Plaza Drive and Commercial Street. The applicant would use the existing parking facilities for the shopping center.

Special Use Permit Conditions:

The Use

This SUP authorizes the operation of a small loan establishment only.

City Ordinances

The applicant shall comply with all City ordinances such as, the Pawnbrokers and Small Loan Establishment Code (Chapter 630), the City Sign Code, and the City Zoning ordinances.

Business License

The applicant must receive a City Business License.

Lighting

Any lighting used to illuminate the parking area or the building shall be directed away from adjacent properties and/or roadways.

Time Limit

Time Limit = 12 years (Applicant may reapply for renewal of SUP)

Ownership

The small loan establishment use of this property is conditioned to this applicant. If the applicant wishes to transfer ownership to a second party, the applicant(s) must re-submit an application for a special use permit to the City prior to the transfer of ownership.

Options:

The City may:

- Approve the special use permit with the conditions as presented.
- Modify the conditions outlined in the special use permit and then approve the permit.
- Deny the request for special use permit.

Recommendations:

Staff Recommendation:

Approval contingent upon meeting the above conditions.

Planning and Zoning Recommendation:

Approval contingent upon

Council Bill No. 76**Ordinance No.**

**AN ORDINANCE OF THE CITY OF HARRISONVILLE, MISSOURI,
REGARDING A SPECIAL USE PERMIT FOR THE ESTABLISHMENT OF A
SMALL LOAN ESTABLISHMENT (CARDINAL LOANS) LOCATED AT
GASLIGHT SHOPPING CENTER.**

WHEREAS, after a public hearing has been conducted by the Harrisonville Planning and Zoning Commission as required by Chapter 89 RSMo (1986) and the Harrisonville City Code, with said hearing being held September 19, 2013, the Commission has submitted its recommendation of approval contingent upon meeting the conditions as outlined in this Special Use Permit to the Board of Aldermen of the City of Harrisonville, Missouri; and

WHEREAS, the Board of Aldermen of the City of Harrisonville, Missouri, held a public hearing on October 21, 2013; and

WHEREAS, the legal description of the property is as follows:

Part of Lot 6 of the Northeast Quarter of Section 5, Township 44, Range 31, in Cass County, Missouri, described as follows: Beginning at a point in the South right-of-way line of Commercial Street as it now exists, and on the West line of said Lot 6 of the Northeast Quarter, thence East along South right-of-way line of Commercial Street as it now exists, 300 feet; thence South 00 degrees 51 minutes 58 seconds East, 872.90 feet; thence South 89 degrees 50 minutes 40 seconds West, 300 feet to the West line of said Lot 6 of the Northeast Quarter of Section 5; thence North 00 degrees 51 minutes 58 seconds West, along said line, 873.71 feet to the point of beginning; subject to that part thereof taken for Plaza Drive. Subject to easements, restrictions and reservations of record.

(1901 N. Commercial Street, Harrisonville)

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

Section 1. A special use permit for the establishment of a small loan establishment located generally at Gaslight Shopping Center contingent upon the following:

The Use

This SUP authorizes the operation of a small loan establishment only.

City Ordinances

The applicant shall comply with all City ordinances such as, the Pawnbrokers and Small Loan Establishment Code, the City Sign Code, and the City Zoning ordinances.

Business License

The applicant must receive a City Business License.

Lighting

Any lighting used to illuminate the parking area or the building shall be directed away from adjacent properties and/or roadways.

Time Limit

Time Limit = 12 years (Applicant may reapply for renewal of SUP)

Ownership

The small loan establishment use of this property is conditioned to this applicant. If the applicant wishes to transfer ownership to a second party, the applicant(s) must re-submit an application for a special use permit to the City prior to the transfer of ownership.

Section 2. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

Vote taken as follows:

Ayes:

Nays:

Abstain:

READ ONE TIME BY TITLE ONLY ON OCTOBER 21, 2013. READ FOR A SECOND TIME BY TITLE ONLY ON OCTOBER 21, 2013 AND WAS DULY APPROVED BY THE BOARD OF ALDERMEN THIS 21ST DAY OF OCTOBER, 2013.

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

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 21st day of October 2013.

Cass County, MO



Date Created: 9/12/2013



Parcel ID 133151100000024000
Sec/Twp/Rng 5-44-31
Property Address 1921 N COMMERCIAL
 HARRISONVILLE

Alternate ID n/a
Class Commercial
Acreage 6.00

Owner Address GASLIGHT PLAZA LLC
 26705 E STSATE ROUTE EE
 HARRISONVILLE MO 64701-0000

District 5713001
Brief Tax Description PT L6 NE4 BG SRW 71 HWY E300'XS872.90' ETC
 (Note: Not to be used on legal documents)

Last Data Upload: 9/12/2013 2:10:18 AM

 developed by
 The Schneider Corporation
www.schneidercorp.com

Attachment: SUP 1303 (Establishment of Small Loan Establishment (Cardinal Loans))

FEE: \$ 50.⁰⁰
 REC'D BY: AC
 (STAFF USE ONLY)

**APPLICATION
 FOR
 SPECIAL USE PERMIT
 CITY OF HARRISONVILLE**

PLEASE PRINT

CASE NO.: SUP-1303
 PC DATE: 9-19-13
 (STAFF USE ONLY)

REQUESTED SPECIAL USE PERMIT FOR: Cardinal Loans
 GENERAL LOCATION OR ADDRESS OF SUBJECT PROPERTY: 1901 N Commercial
Harrisville, MO. 64701
 LEGAL DESCRIPTION: See attached.

 _____ ACRES/SQ. FT.: 640
 CURRENT ZONING ON PROPERTY: _____ CURRENT LAND USE: Vacant

PROPERTY OWNER'S NAME(S): Tim Soulis PHONE: 816-516-1915
 COMPANY: _____ FAX: _____
 MAILING ADDRESS: PO Box C Harrisville MO 64701
 STREET CITY STATE ZIP
 E-MAIL ADDRESS: tsoulis@embargo.com

APPLICANT/AGENT'S NAME(S): Mike Parris PHONE: 221-5577
 COMPANY: Cardinal Loans FAX: _____
 MAILING ADDRESS: P.O. Box 265 Windsor MO 65360
 STREET CITY STATE ZIP
 E-MAIL ADDRESS: mparris@embargo.com

ENGINEER/ARCHITECT'S NAME(S): _____ PHONE: _____
 COMPANY: _____ FAX: _____
 MAILING ADDRESS: _____
 STREET CITY STATE ZIP
 E-MAIL ADDRESS: _____

NOTE: It is recommended that the applicant schedule a meeting with city staff prior to the submission of an application. An application will not be considered complete until all required material has been submitted. The Planning and Zoning Commission meeting will not be scheduled until the application is complete. It is the applicant's responsibility to obtain a copy of the agenda, staff report and staff recommendation prior to the scheduled meeting. It is the applicant's responsibility to be familiar with the applicable city land use ordinances and requirements prior to the submission of the application. See attached material for examples and instructions.

SIGNATURE OF OWNER OR AGENT: Mike Parris

RECEIVED

NOTE: IF NOT SIGNED BY OWNER, AUTHORIZATION OF AGENT MUST ACCOMPANY APPLICATION

AUG 30 2013

CITY OF HARRISONVILLE



P.O. Box 208
Harrisonville, MO 64701
816-380-3445

8/1/2013
201387289

Planning and Zoning Commission

TRACT FOR WHICH REZONING IS REQUESTED:

See attached legal description

Owner: Gas Light Plaza LLC

Prepared For: Mike Parris
PO BOX 265
Windsor, MO 65360

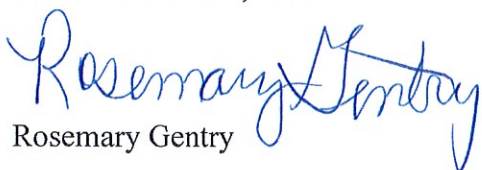
To whom it may concern:

An examination of the records of the Recorder of Deeds of Cass County, Missouri, indicates that the owners of the property adjacent to and within 200 feet of above-captioned are as listed below. As an accommodation to you, we have provided address as they appear in the County Tax Rolls:

1. Del-Mart Inc.
P. O. Box 191
Grandview, MO 64030
2. Big Sky Land Company LLC % Rising Stars LLC
635 W. Corona Ave. Ste 214
Pueblo, CO 81004

3. Captain D's Inc. % Brazos Tax Group
930 W. 1st St. Ste 303
Fort Worth TX 76102
4. AHG Inc.
P. O. Box 263
Russellville, KY 42276
5. Mr. and Mrs. Jason Winter
P. O. Box 774
Harrisonville, MO 64701
6. Casco Area Workshop, Inc.
1800 Vine St.
Harrisonville, MO 64701
7. Mr. and Mrs. Billy C. Shelton
18404 E. 231st St.
Harrisonville, MO 64701
8. Show Me Assets & Investments LLC
1500 N. Commercial
Harrisonville, MO 64701
9. Franklin Properties LLC
1104 N. Commercial
Harrisonville, MO 64701
10. James R. Lindley
1309 White Oak St.
Harrisonville, MO 64701

Coffelt Land Title, Inc.


Rosemary Gentry



FILE NUMBER 412844
 OR BK 03132 PG 0434
 RECORDED 06/04/2008 03:15:23 PM
 RECORDING FEE 27.00
 SANDRA A (RANDY) GREGORY, RECORDER OF DEEDS
 CASS COUNTY, MISSOURI

THIS IS NOT A CERTIFIED COPY.

MISSOURI WARRANTY DEED

This Indenture, Made on the 31st day of December A.D., 2007

by and between

TIMOTHY A. SOULIS and KAREN L. SOULIS, his wife, Grantors

of the County of Cass, State of Missouri, party of the first part, and

Gaslight Plaza, LLC, a Missouri Limited Liability Company, Grantee

of the County of Cass, State of Missouri, party of the second part,

(Mailing address of said first named grantee is 26705 E. State Route EE, Harrisonville, MO 64701).

WITNESSETH: THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, to them paid by said party of the second part (the receipt of which is hereby acknowledged), does by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said party of the second part, their successors and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of Cass and State of Missouri, to-wit:

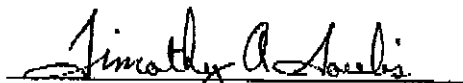
Part of Lot 6 of the Northeast Quarter of Section 5, Township 44, Range 31, in Cass County, Missouri, described as follows: Beginning at a point in the South right-of-way line of Commercial Street as it now exists, and on the West line of said Lot 6 of the Northeast Quarter, thence East along South right-of-way line of Commercial Street as it now exists, 300 feet; thence South 00 degrees 51 minutes 58 seconds East, 872.90 feet; thence South 89 degrees 50 minutes 40 seconds West, 300 feet to the West line of said Lot 6 of the Northeast Quarter of Section 5; thence North 00 degrees 51 minutes 58 seconds West, along said line, 873.71 feet to the point of beginning; subject to that part thereof taken for Plaza Drive.

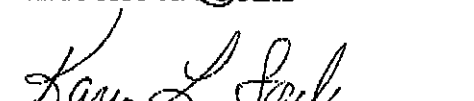
Attachment: SUP 1303 (Establishment of Small Loan Establishment (Cardinal Loans))

Subject to easements, restrictions and reservations of record.

TO HAVE AND TO HOLD The premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said party of the second part and unto its successors and assigns forever; the said first party hereby covenanting that they are lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear from any encumbrances done or suffered by them or those under whom they claim; and that they will warrant and defend the title to the said premises unto the said party of the second part and unto their successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF The said parties of the first part have hereunto set their hands and seals the day and year above written.

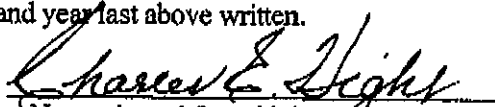

TIMOTHY A. SOULIS


KAREN L. SOULIS

STATE OF MISSOURI)
) SS
COUNTY OF CASS)

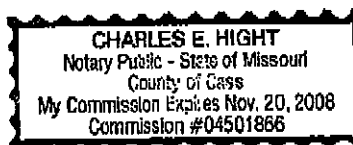
On this 31st day of December, 2007, before me, the undersigned, a Notary Public, personally appeared **Timothy A. Soulis and Karen L. Soulis, his wife**, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Harrisonville, Missouri, the day and year last above written.

 (SEAL)
Notary in and for said County and State
CHARLES E. HIGHT

My Commission Expires:
November 20, 2008

After recording please return to:
Charles E. Hight, Attorney
P.O. Box 316
100 S. Independence Street
Harrisonville, MO 64701



THIS IS NOT A CERTIFIED COPY.

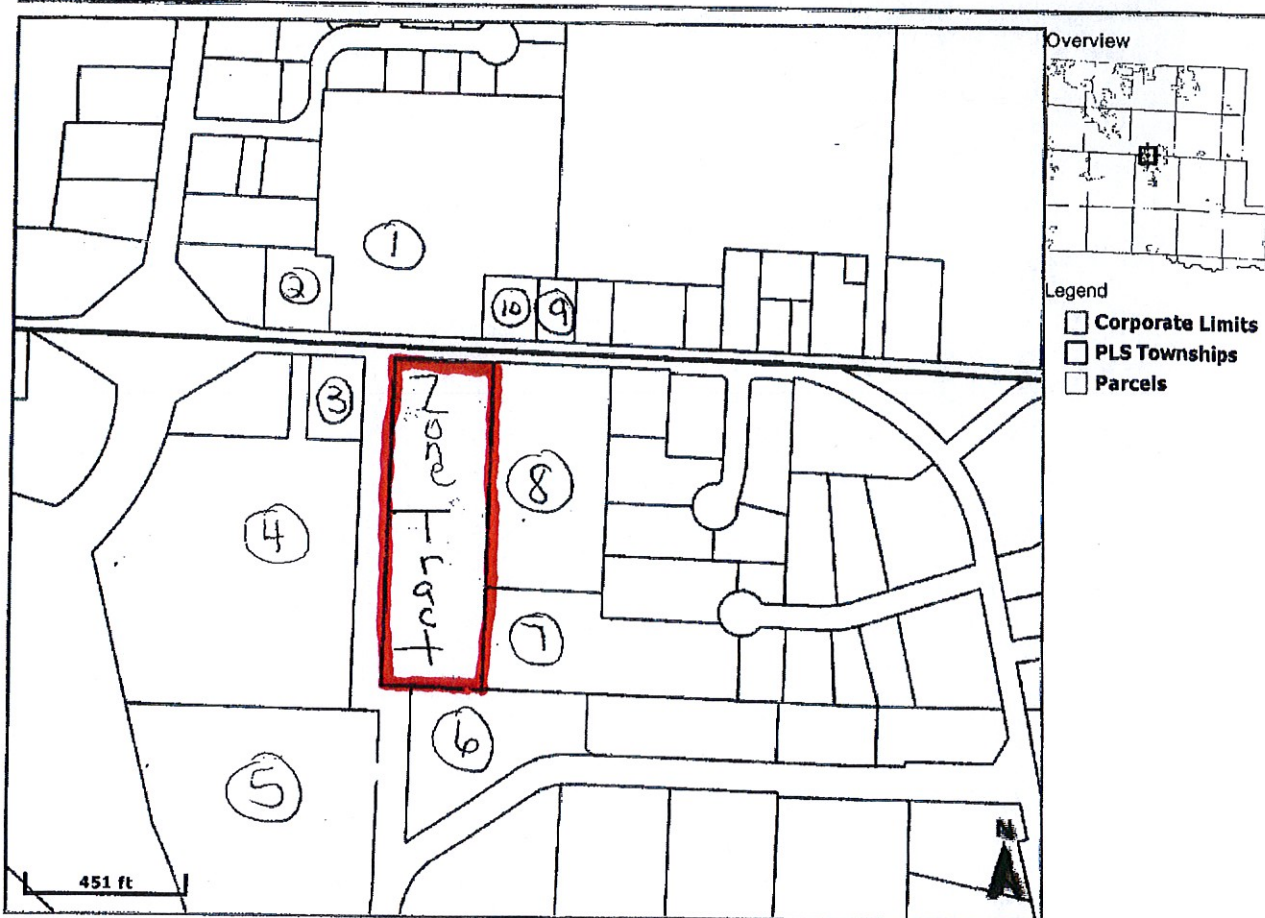
Attachment: SUP 1303 (Establishment of Small Loan Establishment (Cardinal Loans))

2

Cass County, MO



Date Created: 8/7/2013



Overview

Legend

- ☐ Corporate Limits
- ☐ PLS Townships
- ☐ Parcels

Parcel ID 133151100000024000
Sec/Twp/Rng 5-44-31
Property Address 1921 N COMMERCIAL
 HARRISONVILLE

Alternate ID n/a
Class Commercial
Acreage 6.00

Owner Address GASLIGHT PLAZA LLC
 26705 E STSATE ROUTE EE
 HARRISONVILLE MO 64701-0000

District 5713001
Brief Tax Description PT L6 NE4 BG SRW 71 HWY E300'XS872.90' ETC
 (Note: Not to be used on legal documents)

Last Data Upload: 8/7/2013 2:10:34 AM

developed by
 The Schneider Corporation
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Attachment: SUP 1303 (Establishment of Small Loan Establishment (Cardinal Loans))



STAFF REPORT

TO: Board of Aldermen
FROM: Kim Hubbard, City Clerk
DATE: October 1, 2013
SUBJECT: AN ORDINANCE APPROVING HOSPITAL INTERCHANGE TDD AGREEMENT

Type of Item: *Agreement*

This item was brought forward and approved by the Board of Aldermen on May 6th, 2013. Unfortunately I did not follow through with this ordinance as I did not have it signed by the Mayor and I did not record the ordinance number given at the May 6th Board meeting. The ordinance number issued at the meeting has been issued to another council bill.

Attached you will find the minutes from the May 6th Board meeting along with the red lined version of the agreement. Rich Wood, Gilmore & Bell has forwarded the May 6th version to the County for review and they are ok with it. Once the City approves the County will re-approve this version.

I apologize for this oversight. Please contact me if you have any questions.

Council Bill No. 77**Ordinance No.**

**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 two times by title only on the 21st day of October 2013 and passed by the Board of Aldermen on the 21st day of October 2013.

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

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 21st day of October 2013.

RESULT:	DEFEATED [0 TO 6]
MOVER:	Doug Meyer, Board Member
SECONDER:	Bill Mollenhour, Board Member
NAYS:	Mollenhour, Reece, Meyer, Milner, Coburn, Dahlman
ABSTAIN:	David Dickerson
ABSENT:	Ivan Stull
EXCUSED:	Kevin Wood

3. 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 for a second time. City Attorney Mauer noted the changes which had been made which were in sections 3.7, 3.10 and 3.11.

Alderman Dickerson voiced his concern of the length of the TDD which was 50 years and that he felt we shouldn't be taking care of this that long. There was also discussion regarding who was responsible for paying if there was a state audit and it was noted the responsibility would be the County's.

Alderman Coburn commented that after attending a County meeting he was under the impression the City would be responsible for costs incurred by the TDD if the funds were not available. It was noted that the only cost to the City was the small additional amount for the City's audit.

Alderman Reece asked if there was any real risk and City Attorney Mauer stated the risk was minimal, that there is the cost of staff's time and the additional cost to the City's audit.

It was noted staff was not in favor. Director Tholen noted there were unknown questions since the city was not involved with the formation of the TDD and that we have not had the opportunity to see the books so we do not know what revenue is coming in and what dollars are going out.

City Attorney Mauer also stated this version of the agreement has to go back to the County for their approval.

Council Bill 024 became Ordinance 3233 with the following vote:

RESULT: ADOPTED [5 TO 2]
AYES: Mollenhour, Reece, Meyer, Milner, Dahlman
NAYS: David Dickerson, Morris Coburn
ABSENT: Ivan Stull
EXCUSED: Kevin Wood

4. 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

City Attorney Mauer read Council Bill 028 by title only. City Administrator Moody reviewed this amendment to the policy which would allow those in the Police and Emergency Services to be exempt from a thirty (30) minute response time in the case of an emergency. Mr. Moody explained both of these departments have shifts so there is always someone on duty. Mr. Moody went on to say that the other department directors would designate who their first responders would be and those people would need to meet a thirty (30) minute response time.

Alderman Reece asked how this would help the Police Department and Emergency Services to which Mr. Moody stated it would help them in recruiting new employees and that the City has mutual aid agreements with neighboring jurisdictions.

Alderman Coburn asked Mr. Moody what the status was on the employee survey asking why they would or would not want to live in Harrisonville. Mr. Moody reported the survey is being developed.

Council Bill 028 became Resolution 018.

RESULT: ADOPTED [6 TO 1]
MOVER: Doug Meyer, Board Member
SECONDER: Stacey Dahlman, Board Member
AYES: Mollenhour, Reece, Dickerson, Meyer, Milner, Dahlman
NAYS: Morris Coburn
ABSENT: Ivan Stull
EXCUSED: Kevin Wood

5. 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

City Attorney Mauer read Council Bill 029 by title only.

Director Gibbs reviewed the request for the amendment to the Trekk Agreement to meet MoDOT's specifications and explained the needed change order. Director Gibbs also reported the change order amount of \$43,016 would be reimbursed to the City 100% by MoDOT.

Council Bill 029 became Resolution 019.

COOPERATIVE AGREEMENT

by and among

CITY OF HARRISONVILLE, MISSOURI,

and

CASS COUNTY, MISSOURI

and

HOSPITAL INTERCHANGE TRANSPORTATION DEVELOPMENT DISTRICT

dated as of

_____, 2013

COOPERATIVE AGREEMENT

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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: Cooperative Agreement approved by Board on May 6, 2013 (AN ORDINANCE APPROVING HOSPITAL INTERCHANGE TDD

CITY OF HARRISONVILLE, MISSOURI

By: _____
Kevin Wood, Mayor

ATTEST:

Kim Hubbard, City Clerk

Attachment: Cooperative Agreement approved by Board on May 6, 2013 (AN ORDINANCE APPROVING HOSPITAL INTERCHANGE TDD

**HOSPITAL INTERCHANGE
TRANSPORTATION DEVELOPMENT
DISTRICT**

By: _____
Kevin Wood, Executive Director

ATTEST:

Theron Swigart, Secretary

Attachment: Cooperative Agreement approved by Board on May 6, 2013 (AN ORDINANCE APPROVING 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: Cooperative Agreement approved by Board on May 6, 2013 (AN ORDINANCE APPROVING HOSPITAL INTERCHANGE TDD



STAFF REPORT

TO: Board of Aldermen
FROM: Jim Clarke,
DATE: October 15, 2013
SUBJECT: EEZ Procedures for Approving Incentives Applications

Type of Item: *Approval*

SUBJECT Enhanced Enterprise Zone Tax Abatement Approval Process Modification

BACKGROUND: The City of Harrisonville made application for and received designation of an Enhanced Enterprise Zone on February 3, 2011. The Enhanced Enterprise Zone application and designation process required the formation of an Enhanced Enterprise Zone Board. The Enhanced Enterprise Zone Board composition consisted of representation from all affected taxing jurisdictions. Responsibilities of this Board; therefore, all affected taxing jurisdictions, was the establishment of the Tax Abatement Rate and the identification of Targeted Industries. The Enhanced Enterprise Zone Board motioned to present the draft Resolution establishing the Enhanced Enterprise Zone to the Board of Aldermen. The Harrisonville Board of Aldermen held a Special Meeting on December 14, 2010, to hold a Public Hearing on establishing an Enhanced Enterprise Zone. Following the Public Hearing, the Board of Aldermen took a vote on Council Bill No. 086, Resolution No. 045-10. Resolution No. 045-10 was approved by the Board of Aldermen on December 14, 2010.

CONSIDERATIONS:

With the approval of Resolution No. 045-10, on December 14, 2010, the establishing of the Harrisonville Enhanced Enterprise Zone was approved, along with the identified Targeted Industries and the Tax Abatement Rate. All affected taxing jurisdictions had input in the application process, in the identifying of Targeted Industries and the Tax Abatement Rate. As such, the need does not exist for future approvals, of Tax Abatement Benefits, by governing bodies, of eligible, targeted industries, that meet the program's statutory requirements and approved investment and job creation thresholds, set forth in Resolution No. 045-10.

City staff works project leads that are eligible to participate in the Enhanced Enterprise Zone program and benefits. City staff works closely with various partners in this process at the State and County levels. These project leads are highly competitive, often competing with several other States for a single large scale project. Some project leads are on aggressive timelines, any

apparent conflict with meeting their aggressive timeline, can easily and quickly eliminate a site for location consideration. To assist with enhancing Harrisonville's competitive positioning for these large scale projects, staff and the Enhanced Enterprise Zone Board recommend consideration of the following process change.

PROCESS MODIFICATION: Please see accompanying proposed Draft Resolution

Enhanced Enterprise Zone Board Approval - Enhanced Enterprise Zone Tax Abatement request is reviewed by and approved by the Enhanced Enterprise Zone Board. No further action is required by the governing body.

NOTE: Discretionary State Tax Credits, a benefit of the Zone Works (formerly the Enhanced Enterprise Zone Program), will receive more favorable consideration by Missouri Department of Economic Development with Tax Abatement offered as a local incentive. Some companies find more benefit in accessing the State Tax Credits through this program, than in the Tax Abatement received. Hence, access to the State Tax Credits, through the Zone Works Program (formerly Enhanced Enterprise Zone), can be advantageous and provide Harrisonville a competitive benefit when competing for projects.

Council Bill No. 78

Resolution No.

**A RESOLUTION OF THE CITY OF HARRISONVILLE, MISSOURI,
OUTLINING THE PROCEDURE FOR APPROVING THE APPLICATIONS FOR
INCENTIVES WITHIN THE HARRISONVILLE ENHANCED ENTERPRISE
ZONE.**

WHEREAS, the Board of Aldermen of the City of Harrisonville established the Harrisonville Enhanced Enterprise Zone Board in 2010; and

WHEREAS, the Department of Economic Development of the State of Missouri has confirmed that the City of Harrisonville and Cass County's proposed Enhanced Enterprise Zone meets guidelines for designation as an Enhanced Enterprise Zone, as set forth in RSMo. 135.950; and

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

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

WHEREAS, the following modifications to the approval procedures for Enhanced Enterprise Zone incentives will cause efficiencies with incentives requests, expedite project process and enhance Harrisonville's competitive positioning with project leads.

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

SECTION 1. *Approval Process.* Company applicant fills out the Project Information Request (PIR) form and submits it to the City of Harrisonville and State of Missouri Department of Economic Development (DED). The Missouri Department of Economic Development offers the program benefits to the company, in the form of a formal proposal, if the project qualifies for benefits. The company then completes a Notice of Intent (NOI) and the City completes a Certification of Facility Location Form (which is a part of the NOI). The applicant then submits the NOI to the Missouri Department of Economic Development. If the applicant (company) and project qualify, the Missouri Department of Economic Development provides a letter confirming eligibility. The Enhanced Enterprise Zone Board has the discretion to concur, or not, with this letter. Enhanced Enterprise Zone Board concurrence represents the official approval of

Enhanced Enterprise Zone incentives for the City of Harrisonville, the Harrisonville Enhanced Enterprise Zone Board and the State of Missouri, requiring no further action by any other body.

SECTION 2. *Severability.* If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 3. *Effective Date.* That this resolution shall be in full force and effect from and after its passage and approval.

Vote taken as follows:

Ayes:

Nays:

Abstain:

PASSED AND APPROVED ON THIS 21ST DAY OF OCTOBER 2013, AND APPROVED BY THE BOARD OF ALDERMEN AND MAYOR OF THE CITY OF HARRISONVILLE, MISSOURI THIS 21ST DAY OF OCTOBER 2013.

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

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 21st day of October, 2013.



STAFF REPORT

TO: Board of Aldermen
FROM: Keith Moody, City Administrator
DATE: October 16, 2013
SUBJECT: 2012 Performance Measures: Part 2 Public Works Areas

Type of Item: *Presentation*

A. Discussion Item (ID # 1212)

2012 Performance Measures: Part 2, Public Works Areas

Attachments:

2012 Performance Measure Presentation Part 2 (PDF)

2012 Performance Measures

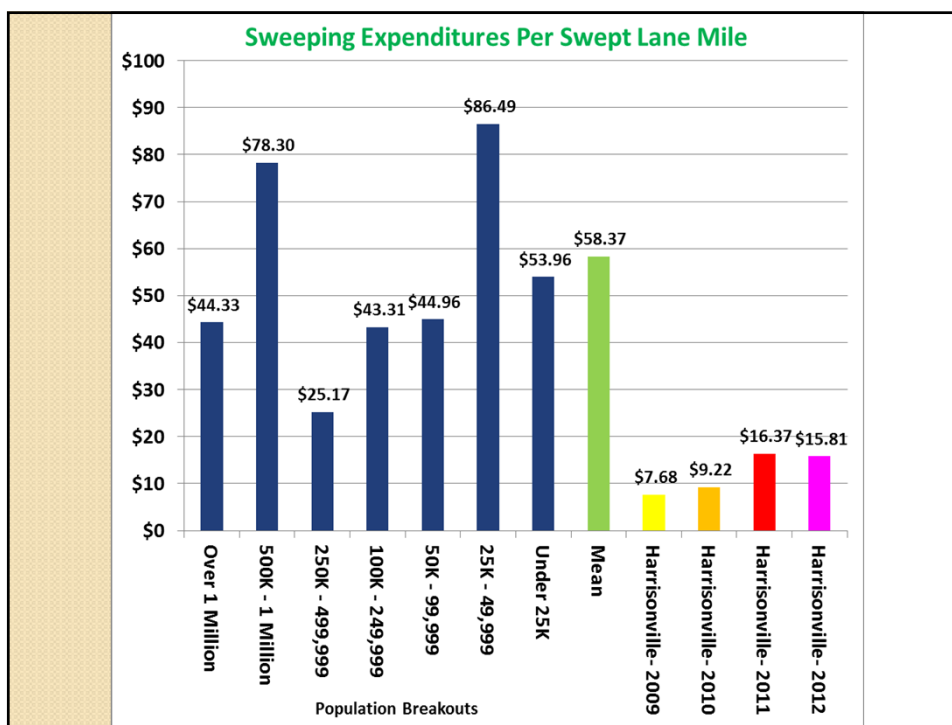
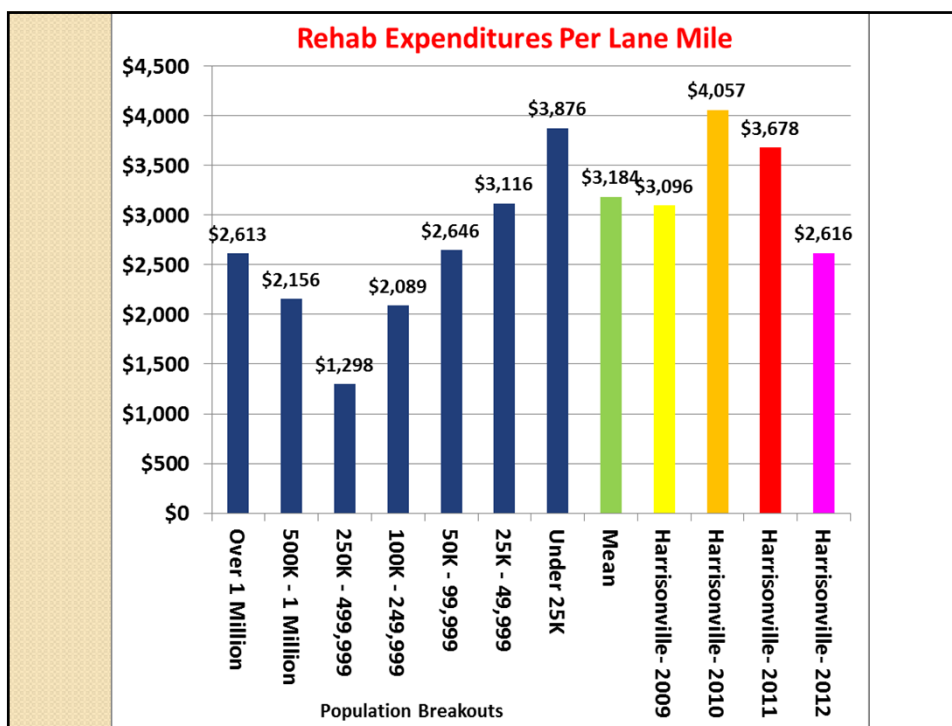
Part 2: Street Services Water/Sewer Services Refuse & Electric Services

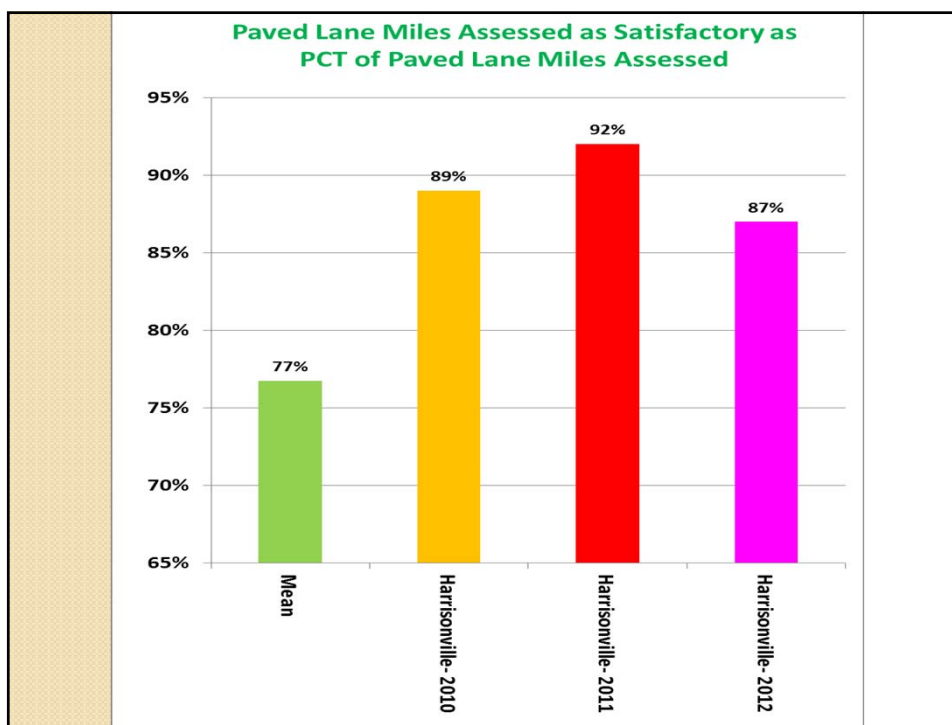
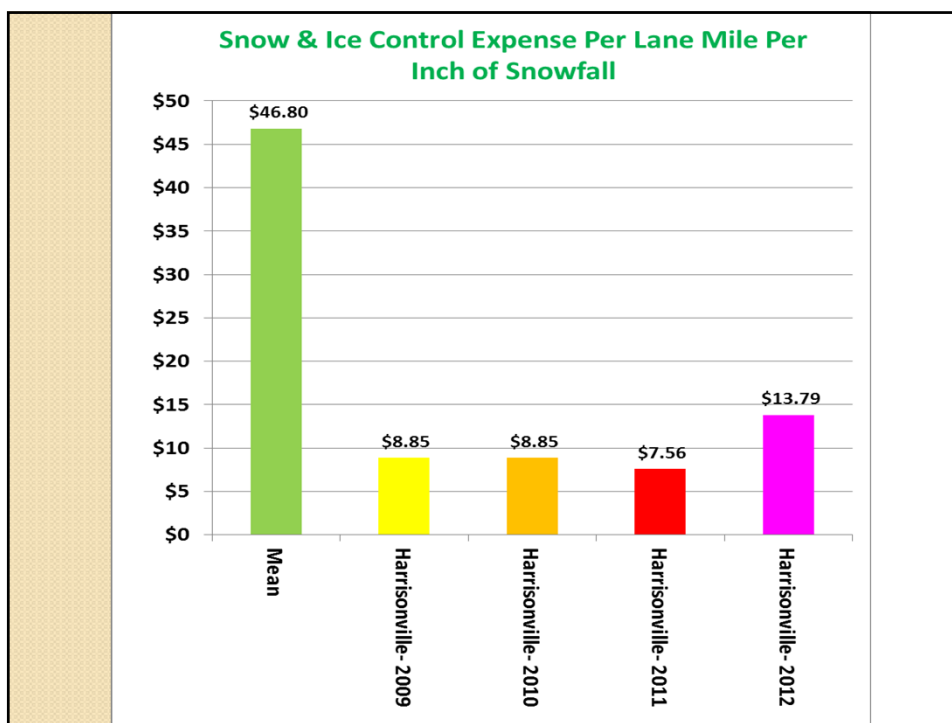
October 2013

Our Goals:

Short Term (by 2015)- 90% or more performance measures better than average (As of 2011- 79% were better than average)

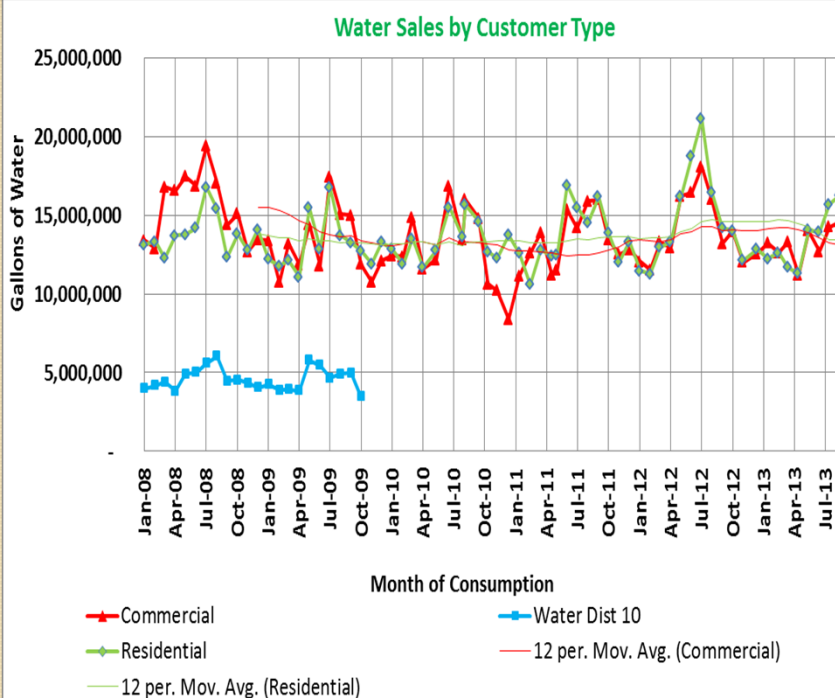
Long Term (by 2018)- all performance measures better than the national average.

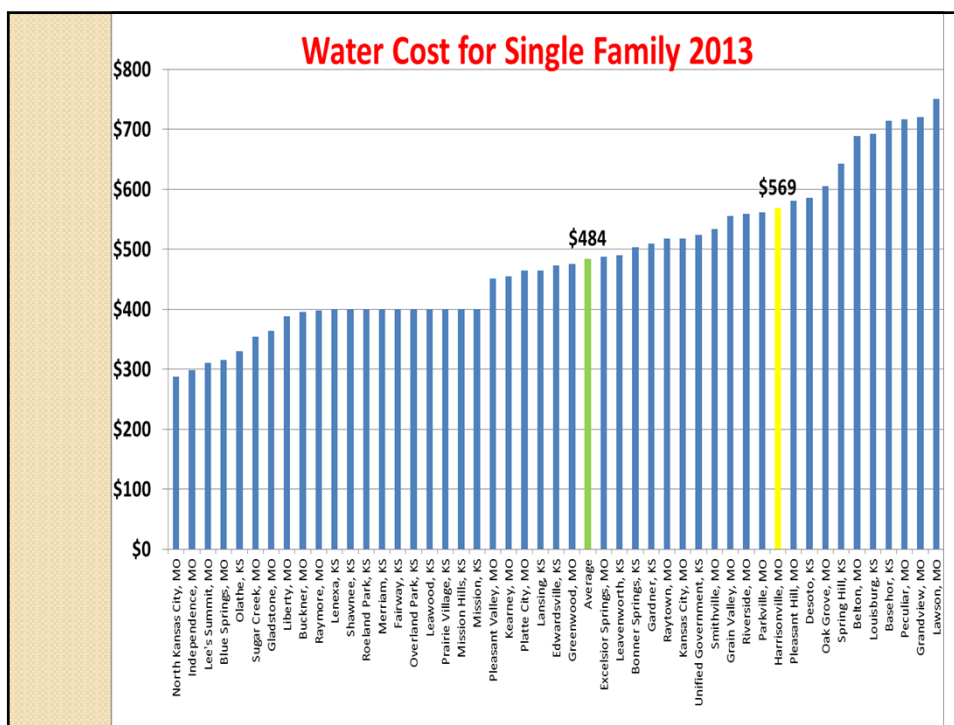
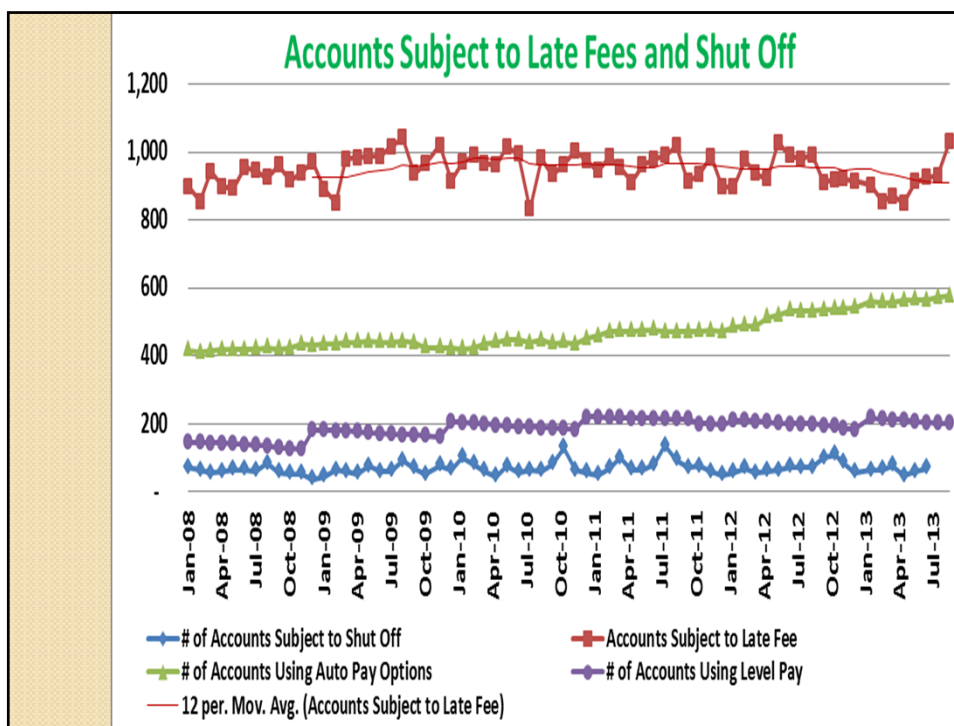


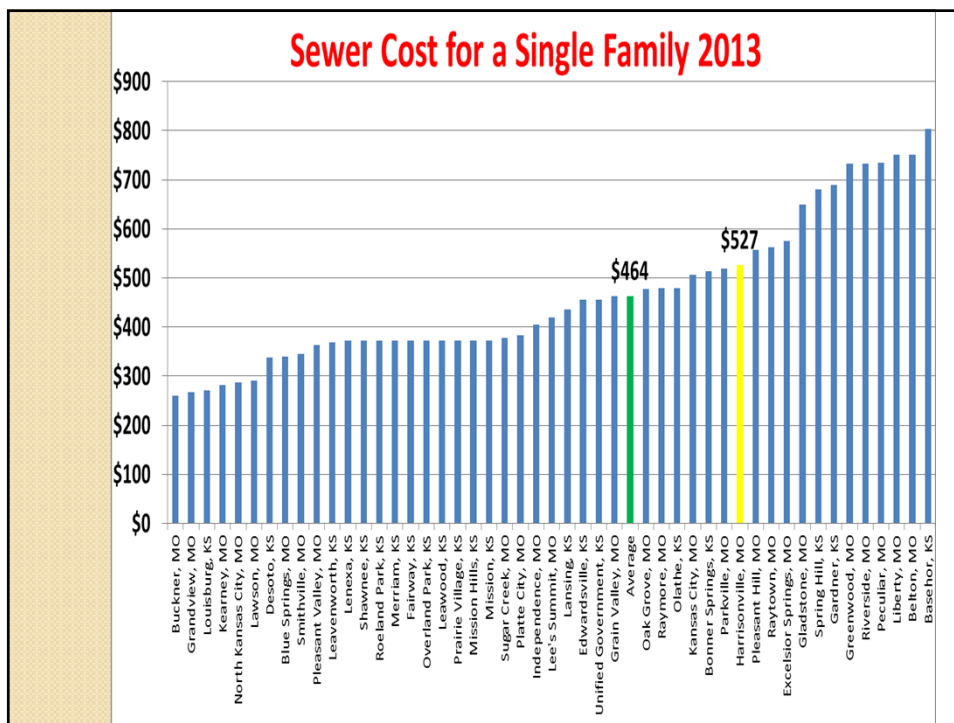
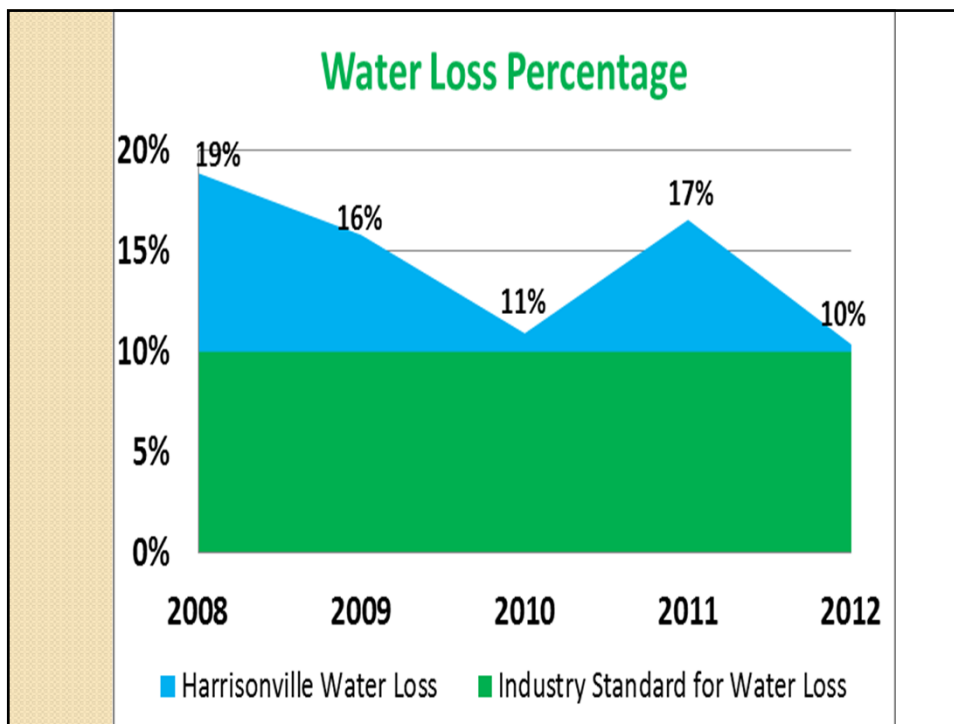


Summary- Streets

- **Road Rehab Expenditure** per lane mile moved above average in 2010 and 2011 but returned to below average in 2012. the past couple years, an indication that the city is investing more in the improvement of streets. 46% of streets have been resurfaced between 2009 and 2012.
- **Street Sweeping expenditures** per lane mile swept have trended up but remain among the lowest in the country.
- **Snow removal lane mile per inch of snowfall** is among the lowest in the country.
- **Percent of paved lane miles classified as satisfactory or better** is well above average but did decrease in 2012 due to a decrease in investment dollars available.

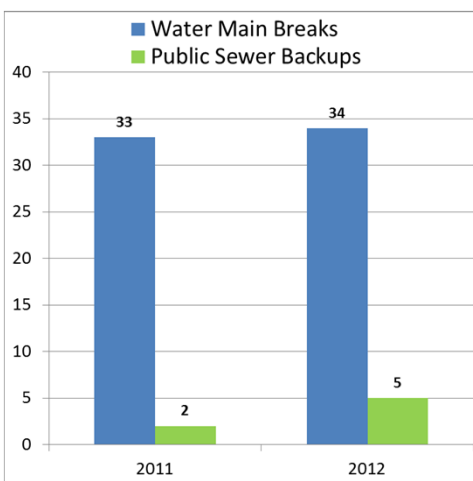






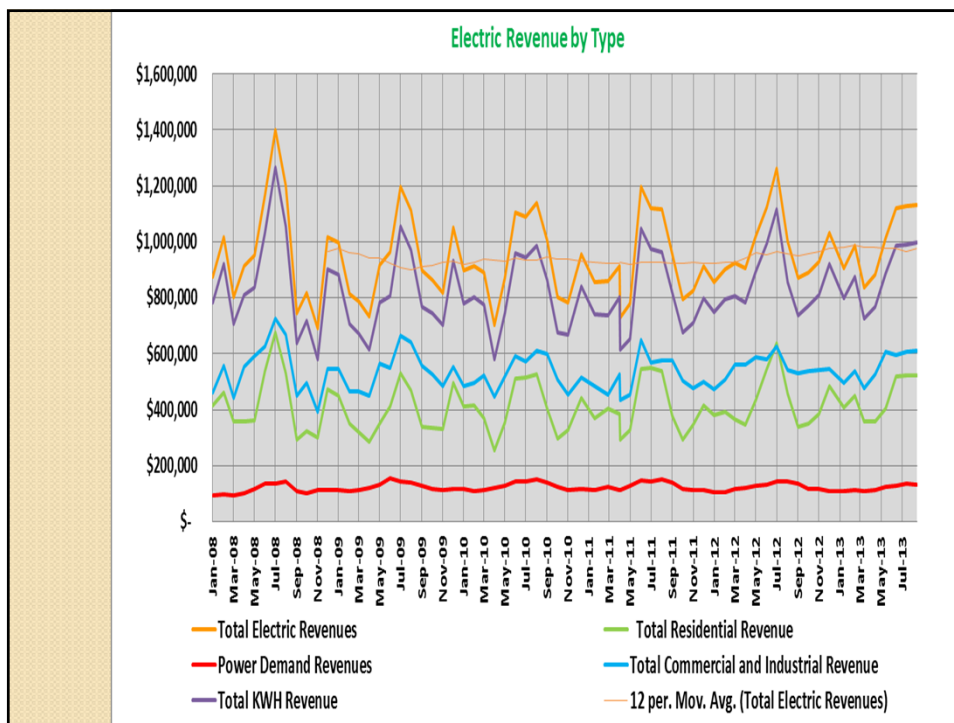
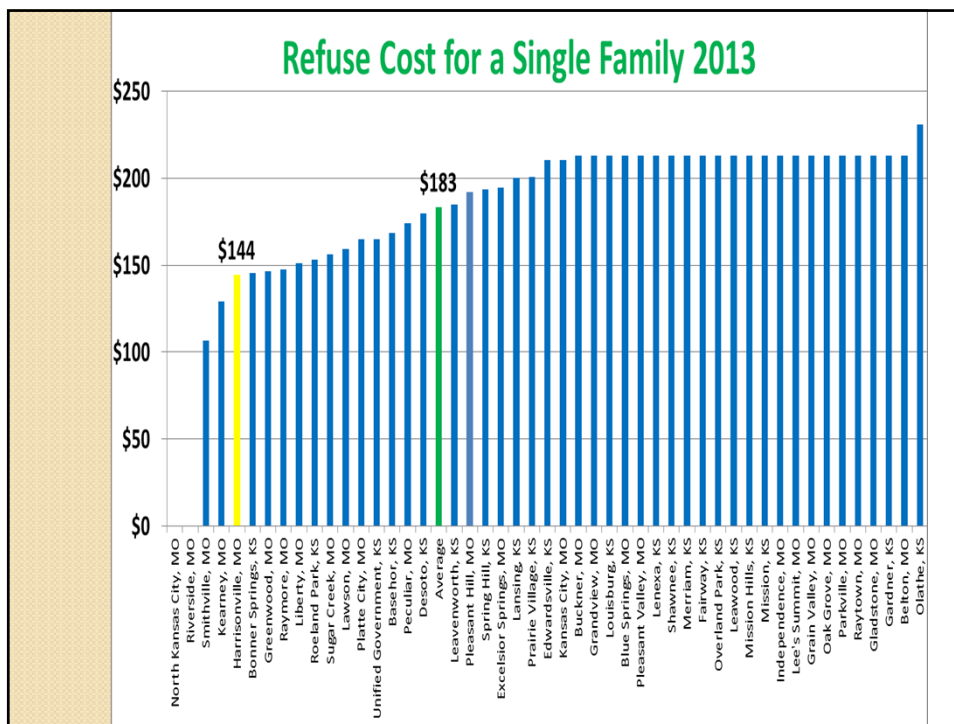
Water Main Breaks & Sewer Backups:

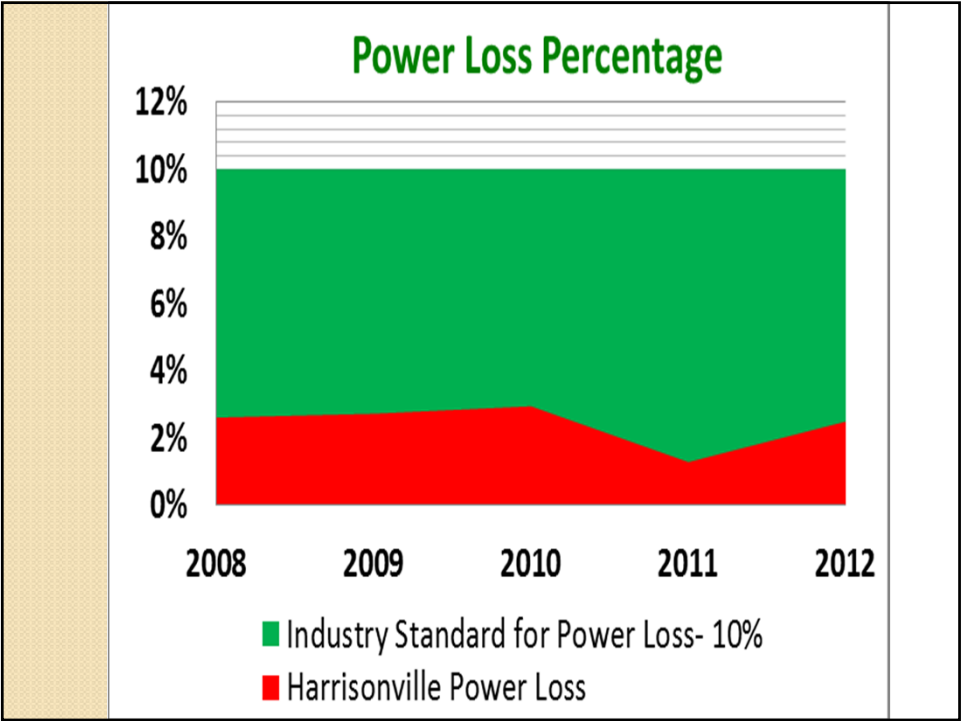
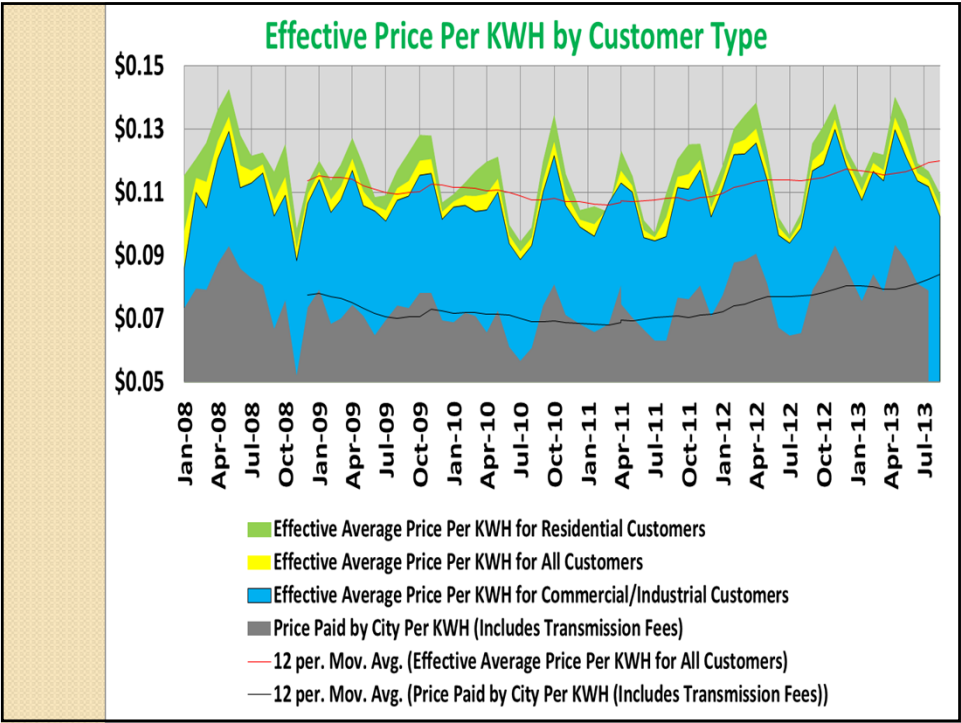
- We began tracking these items in 2011, ICMA does not track these measures so we can only compare to our historical trends.

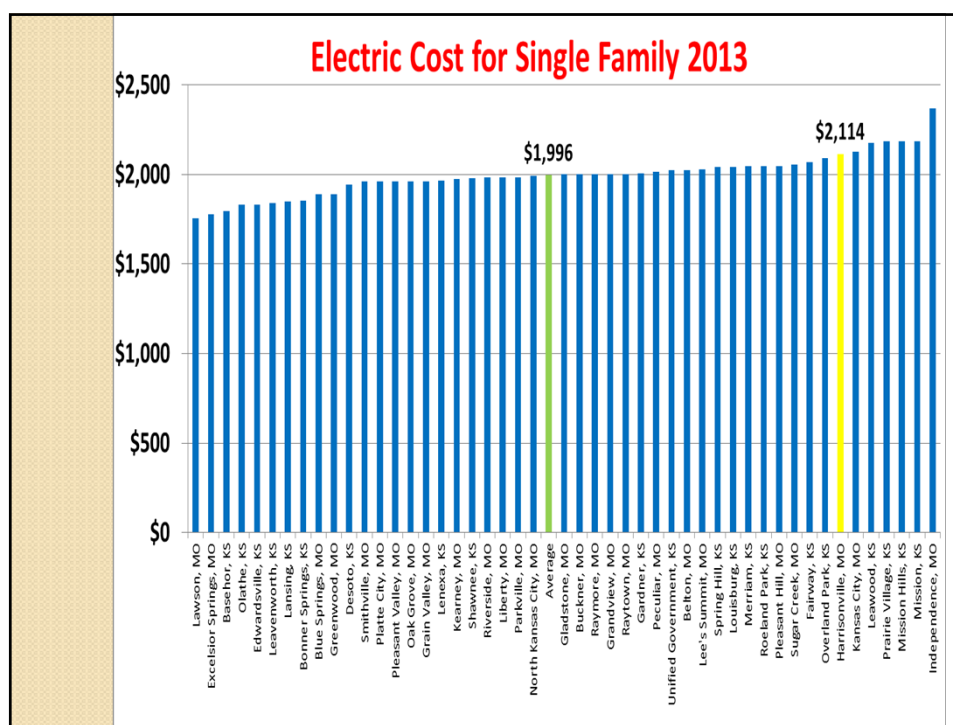


Summary- Water & Sewer

- **Water Sales Volumes** increased during 2012
- **Customers Subject to Late Charges and Shut Off** have been steadily decreasing. This is in part do to a steady increase in the number of customers utilizing automatic payment options.
- **Water Costs** remain above average (\$85 above) although our cost is getting closer to the average.
- **Water Loss** was reduced to 10% in 2012, equaling the industry benchmark.
- **Sewer Costs** remain above average (\$63 above) although our cost is getting closer to the average.







Summary- Refuse and Electric

- **Cost of refuse** service is among the lowest in the metro.
- **Total Electric Revenue** trended up during 2012.
- **Price Paid** for energy in 2012 trended up, but remained lower than 2008 prices. The effective price paid by our customers is roughly \$.036/KWH more than the City's purchase price.
- **KWH loss** remains well below the national benchmark of 10%.
- Harrisonville's **Cost of Electricity** to a single family is 6% above the KC metro average.



Are We Reaching Our Short-term Goal of 90% or More Performance Measures Better Than Average?

Of the 14 Performance Measures in Part 2, 10 are better than the national average, or 72%. We were at 79% in 2011.