



**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
FEBRUARY 3, 2014
7:00 PM**

- 1. Call to Order & Pledge of Allegiance**
- 2. Roll Call**
 - A. Roll Call**
- 3. Ceremonial Matters**
 - A. Proclamation Honoring National FFA Week**
- 4. Public Participation**
 - A. Public Participation**
- 5. Approval of Minutes**
 - A. Board of Aldermen - Regular Meeting - Jan 20, 2014 7:00 PM**
- 6. Agenda Items**

- A. Suspension Hearing of Mainstream Automotive & Performance**
 - B. Council Bill 005: AN ORDINANCE TO AUTHORIZE THE MAYOR TO EXECUTE A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT BETWEEN THE CITY OF HARRISONVILLE, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE PUBLIC IMPROVEMENT DESIGNATED AS ROUTE 7, CASS COUTNY, JOB J4P2257**
 - C. Junk in the Trunk Event Permit**
 - D. Farmer's Market Event Permit**
 - E. Council Bill 006: A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH BA DESIGN FOR THE PURCHASE OF FURNITURE FOR THE HARRISONVILLE POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$14,901.09**
 - F. Council Bill 007: A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A NINETY (90) DAY EXTENSION TO THE AGREEMENT BETWEEN THE CITY OF HARRISONVILLE EMERGENCY SERVICES AND CASS REGIONAL MEDICAL CENTER FOR THE TRANSPORT OF PATIENTS**
 - G. Council Bill 008: A RESOLUTION TO APPROVE PP-1402, THE PRELIMINARY PLAT OF LOVE'S ADDITION, LOCATED AT THE INTERSECTION OF COMMERCIAL STREET AND BROOKHART DRIVE.**
- 7. Aldermen and Committee Reports**
 - 8. Report from the City Administrator**
 - 9. Report from the Mayor**
 - 10. Questions from the Media**
 - 11. Adjourn to Executive Session**
 - 12. Adjourn From Regular Session**

Posted on City Hall Bulletin Board this 30th day of January

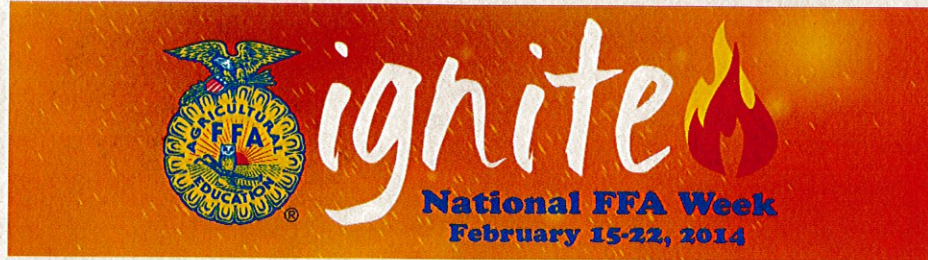
Kim Hubbard, City Clerk

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



PROCLAMATION



WHEREAS, the FFA and agricultural education provide a strong foundation for the youth of America and the future of the food, fiber, and natural resources systems; and

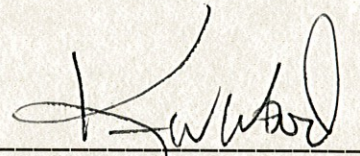
WHEREAS, the FFA promotes premier leadership, personal growth and career success among its members; and

WHEREAS, agricultural education and the FFA ensure a steady supply of young professionals to meet the growing demands in the science, business and technology of agriculture; and

WHEREAS, the FFA motto - "learning to do, doing to learn, earning to live, living to serve" - gives direction of purpose to these students who take an active role in succeeding in agricultural education; and

WHEREAS, the FFA promotes citizenship, volunteerism, patriotism and cooperation.

NOW, THEREFORE, on behalf of the Board of Aldermen of the City of Harrisonville, I, Mayor Kevin Wood do hereby designate the week of February 15 through 22, 2014, as FFA Week.



Kevin W. Wood, Mayor



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
JANUARY 20, 2014
7:00 PM

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

Attendee Name	Title	Status	Arrived
Bill Mollenhour	Board Member	Late	7:15 PM
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 Steve Mauer, Finance Director Mike Tholen, Police Chief John Hofer, City Clerk Kim Hubbard, Electric Department Director Keith Thomas, Public Works Director Jerry Gibbs, Public Information Officer Sheryl Stanley, Assistant Public Works Director Eric Patterson, and Emergency Services Director Larry Francis

3. **Ceremonial Matters**

None.

4. **Public Participation**

A. Public Participation

John Pruitt, 2703 E Mechanic addressed the Board regarding a 130 foot cell tower that was on last Monday's P & Z agenda. Mr. Pruitt stated it was his understanding that the tower was being placed behind the Antioch Baptist Church which is also right behind his residence. Mr. Pruitt noted his investigations regarding cell towers and the concern of

cancer causing agents such as electro-magnetic fields that are produced by cell towers and that this tower would be within 300 feet of his residence.

Mr. Pruitt stated he was unable to attend last week's meeting and said he contacted Chuck Jones who is a P & Z member and asked him if he would like to have a cell phone tower in his back yard and Mr. Jones response was no.

Mr. Pruitt stated he had researched cell towers in 4 mile radius to his home and there are twenty-three (23), ten (10) that are registered and thirteen (13) that are not registered. Mr. Pruitt said he understands the need for the towers but doesn't think a tower needs to be in a back yard, that he is concerned for health and property values, and is opposes to a 130 foot cell tower.

Mayor Wood stated he should contact Director DeLuca regarding the placement of the tower and to get specifications on tower. Mr. Pruitt stated he has spoken with Director DeLuca and has blueprints and any movement north still will be adjacent to his property.

5. Approval of Minutes

A. Board of Aldermen - Regular Meeting - Jan 6, 2014 7:00 PM

Minutes were approved.

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

6. Agenda Items

A. A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH FELD FIRE EQUIPMENT FOR THE PURCHASE OF 1/3 OF THE PERSONAL PROTECTIVE EQUIPMENT (FIREFIGHTER TURNOUT GEAR) IN AN AMOUNT NOT TO EXCEED \$17,532

City Attorney Mauer read Council Bill 001 one time by title only. Director Francis reviewed the bids and noted that there will an increase February 1. Director Francis reported this is the second year of a three year program.

Council Bill 001 became Resolution 001.

Minutes Acceptance: Minutes of Jan 20, 2014 7:00 PM (Approval of Minutes)

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

B. A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH SCOTT-RICE OFFICE WORKS FOR THE PURCHASE OF FURNITURE FOR THE NEW POLICE DEPARTMENT BUILDING IN AN AMOUNT NOT TO EXCEED \$43,332.04.

City Attorney Mauer read Council Bill 002 by title only. Chief Hofer reviewed the bids and shared there were other city departments that have used Scott Rice Office Works in the past with no complaints.

Alderman Mollenhour arrived at 7:15pm

Council Bill 002 became R002

RESULT:	ADOPTED [7 TO 1]
MOVER:	Bret Reece, Board Member
SECONDER:	Marcia Milner, Board Member
AYES:	Mollenhour, Reece, Meyer, Stull, Milner, Coburn, Dahlman
NAYS:	David Dickerson

C. A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH WESCO FOR THE PURPOSE OF PURCHASING A NEW ABB DISCONNECTING CIRCUIT BREAKER FOR THE NORTH SUBSTATION IN AN AMOUNT NOT TO EXCEED \$53,000

City Attorney Mauer read Council Bill 003 by title only. Director Thomas reviewed the request to purchase a 69KV circuit switcher and noted that there is only one manufacturer of this particular circuit switcher. Director Thomas also shared the difference between the existing circuit switcher and the new one and basically it comes down to the circuit switcher will protect a \$530,000 transformer.

Alderman Dickerson asked about the effect it would have on the City if KCP&L loses power. Director Thomas reviewed the memo he sent out last week explaining how the City has two of it's lines attached to the same KCP&L transmission and due to some repairs that KCP&L are having to make to one of their substations if they were to lose this one transmission line the City would be without power until KCP&L was able to make repairs. The repairs that KCP&L is making to one of their substations takes away our ability to feed the City from our two different 69KV lines through our 69KV loop. Director Thomas reported that if the City was to purchase equipment so that this type of outage wouldn't happen, it would cost the City around \$3million.

Minutes Acceptance: Minutes of Jan 20, 2014 7:00 PM (Approval of Minutes)

Alderman Dickerson stated he wanted this shared in the public meeting so that the public understand that we do not make the electricity and if something does happen while KCP&L is making repairs that it's not the fault of the City's electric service.

Council Bill 003 became Resolution 003.

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

D. A RESOLUTION OPPOSING THE PASSAGE OF LAWS BY THE GENERAL ASSEMBLY LIMITING LOCAL CONTROL AND COST RECOVERY FOR USAGE OF CITY-OWNED UTILITY ASSETS

City Attorney Mauer read Council Bill 004 by title only. Mr. Moody reviewed the legislation and how it would diminish the City's authority to manage what goes on in the City's right-of-ways.

Council 004 became Resolution 004.

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

E. AN ORDINANCE TO AUTHORIZE THE MAYOR TO EXECUTE A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT BETWEEN THE CITY OF HARRISONVILLE, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE PUBLIC IMPROVEMENT DESIGNATED AS ROUTE 7, CASS COUTNY, JOB J4P2257

City Attorney Mauer read Council Bill 005 by title only. Director Gibbs reviewed and noted some changes that were made to the language of the agreement and that the Board should have copies of his memo regarding these changes. City Attorney Mauer requested a couple changes regarding indemnification and said that it was unlikely that MoDOT would approve but felt it was worth asking. City Attorney Mauer also stated if MoDOT does not approve his suggested changes, it is not a reason not to approve and this agreement is like the one the Board approved for the 291 project. Mr. Gibbs reported this has been before the Public Works Committee with a recommendation for approval.

It was noted that MoDOT would be replacing sidewalk and lights and that the City will maintain them just like we do now. Alderman Reece stated he thought the ordinance should go through the process of being read one time only tonight and have the second reading at the next meeting as long as it was not endangering the project or a deadline. Mr. Gibbs stated that MoDOT was encouraging to get passed as soon as possible.

Alderman Coburn asked for clarification if MoDOT was responsible for cost overruns and Mr. Gibbs stated that they were and that the City's only exposure was \$510,000. Alderman Coburn also noted he had heard rumors that there were problems acquiring right of ways from property owners and Mr. Gibbs stated the residents on Mechanic have not been approached yet. There will be a public meeting February 20 and will discuss at the Public Works meeting in February.

The Board was asked to approve the agreement as presented but give MoDOT the chance to review the changes.

The consensus of the Board was to have the second reading at the next Board meeting.

RESULT: FIRST READING

Next: 2/3/2014 7:00 PM

7. Aldermen and Committee Reports

Alderman Reece stated he went to Lords Park over the weekend and it was beautiful.

8. Report from the City Administrator

City Administrator Moody had Jack Cotton, who is serving as project manager for the new police facility, give an update on the project. Mr. Cotton reported the front half of offices and conference room are pretty much ready to go and there is work taking place on the FEMA room and it should be lit up tomorrow. Mr. Patterson reported an issue with the UPS and once it is resolved the radios will be able to be installed, Mr. Patterson also noted that the UPS battery will operate the entire FEMA room.

The transfer switch for the City Hall is on order and is expected to shipped on the 31st of this month.

9. Report from the Mayor

None

10. Questions from the Media

None

11. Adjourn to Executive Session

Alderman Stull made a motion to adjourn to executive session for the purpose of section 610.021 (1), legal actions, 610.021 (3), Personnel. Alderman Reece seconded the motion and it was approved by the following roll vote:

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

Nays: None

Absent: None

Abstain: None

Adjourned to executive session at 7:43 p.m.

Reconvened to regular session at 8:37 p.m.

12. Adjourn From Regular Session

Alderman Stull made the motion to adjourn from regular session. Alderman Coburn seconded the motion and it was approved by a voice vote.

The meeting adjourned at 8:37 p.m.

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

ATTEST:

Kim Hubbard, City Clerk

Minutes Acceptance: Minutes of Jan 20, 2014 7:00 PM (Approval of Minutes)



TO: Board of Aldermen
FROM: Kim Hubbard, City Clerk
DATE: January 30, 2014
SUBJECT: Suspension Hearing of Mainstream Automotive & Performance

Type of Item: *Approval*

A sales tax revocation notice has been received from the State of Missouri for Mainstream Automotive & Performance.

The Board of Aldermen approved Ordinance 3258 to amend the City's revocation process and allow the opportunity for a business to remain open who is delinquent in their sales tax. The ordinance sets forth that the hearing is set by the City and the business owner shall be given, in writing, the date, time and place. A copy of Ordinance 3258 is attached.

The City has been in contact with the Department of Revenue and due to confidentiality, they are unable to verify how much sales tax is due and how far back the delinquency goes. They are also unable to provide information to us whether Mr. Lile is making an attempt to resolve the situation.

As of this writing, Mr. Lile has not been in contact with the City.

A. Action Item (ID # 1314)

Suspension Hearing of Mainstream Automotive & Performance

Attachments:

Sales Tax Revocation-Mainstream Automotive (PDF)

Ordinance 3258 Revocation of Business License (PDF)



City of

Harrisonville

est.
1836

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

January 23, 2014

Mainstream Automotive & Performance
1901 North Commercial St A
Harrisonville, MO 64701

Re: A Suspension Hearing has been set before the Board of Aldermen, due to Revocation Notice from State of Missouri Notice Number: 201316105200206

Mr. Lile,

The City of Harrisonville has received a sales tax license revocation notice from the State of Missouri due to delinquent payment of sales tax collected by Mainstream Automotive & Performance, 1901 N Commercial St A, Harrisonville, MO 64701. A Business License Suspension hearing has been set for February 03, 2014 at 7:00pm in council chambers before the Board of Aldermen of the City of Harrisonville, MO at 300 E Pearl St, Harrisonville, MO. Billy R Lile will need to bring proof showing that he is actively attempting to negotiate an agreement resolving the delinquent sales tax payments with the Department of Revenue. If the dispute has been resolved a State of Missouri No Tax Due Letter should be presented.

The decision to toll the suspension or revocation of a business license is in the sole discretion of the Board of Aldermen (Ordinance 3258 Amend section 605.90 of the Harrisonville, Missouri Code or Ordinances).

You may contact the Department of Revenue, Kansas City office at 816-889-2944. All questions you may have regarding the delinquent taxes should be directed to them. The phone number for the main office in Jefferson City is 1-573-526-5102.

If you have any questions concerning the hearing you may contact the City Collector at 816-380-8908.

Sincerely,

Donna Crow
City Collector
City of Harrisonville, MO
cc Attached copy of revocation notice

Attachment: Sales Tax Revocation-Mainstream Automotive (Suspension Hearing of Mainstream Automotive & Performance)



MISSOURI DEPARTMENT OF REVENUE
PO BOX 1646
JEFFERSON CITY MO 65105-1646
(573) 526-5102

6.A.a

REVOCATION NOTICE

CITY CLERK
PO BOX 367
HARRISONVILLE MO 64701

RECEIVED
JAN 23 2014
CITY OF HARRISONVILLE

FORM
P601

(Rev 09-05)

Date

JANUARY 14, 2014

MO Tax ID Number

20989067

Notice Number: **201316105200206**

PHONE
(573) 526-5102

The Missouri Department of Revenue is hereby notifying you that the Missouri sales tax license, previously issued to the debtor named below, has been revoked. The debtor is delinquent in the payment of tax as required to be paid under Chapters 143, 144, 66, 67, 70, 92, 94, 190, 238, 321, and 644, RSMo.

Name of Debtor(s): **LILE BILLY R**

Business Name: **MAINSTREAM AUTOMOTIVE & PERFORMANCE**

Property Location: **1901 A NORTH COMMERCIAL HARRISONVILLE MO**

Section 144.083.2, RSMo, states:

"The possession of a retail sales license shall be a prerequisite to the issuance of any city or county occupation license or any state license which is required, for conducting any business where goods are sold at retail. The revocation of a retailer's license by the Director shall render the occupational license or the state license null and void."

Therefore, the Department of Revenue requests that you inform the above individual that his occupational and/or merchants license is null and void, and note this on your records. If your ordinance provides you with authority to close a business that does not have a valid license, we request that you do so.

Attachment: Sales Tax Revocation-Mainstream Automotive (Suspension Hearing of Mainstream Automotive & Performance)

Council Bill 081- 13

Ordinance 3258

AN ORDINANCE TO AMEND SECTION 605.090 OF THE HARRISONVILLE, MISSOURI MUNICIPAL CODE OF ORDINANCES, REVOCATION OF BUSINESS LICENSE

WHEREAS, the Board of Aldermen of the City of Harrisonville, Missouri desire to amend Chapter 605.090 regarding the revocation of business licenses.; and

WHEREAS, such revocations have been governed by Chapter 605, Section 605.090; and

WHEREAS, the City desires to establish a procedure for suspending and revoking these licenses; and

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

SECTION ONE: That Section 605.090 shall read as follows:

SECTION 605.090: PENALTIES

- A. Non-Compliance Or Violation A Misdemeanor. In addition to any other penalties prescribed under this Chapter or any related Chapters, any failure to comply with or any violation of any provision of this Chapter shall be a misdemeanor and shall be punishable, upon conviction thereof, by a fine of not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00) for each such offense. Each day such failure or non-compliance shall continue shall constitute a separate offense.
- B. Suspension Or Revocation. Any failure to comply with or any violation of any provision of this Chapter may be cause for suspension or revocation of such license. The suspension or revocation as provided under this Section shall be in addition to any other penalties prescribed under this Chapter.
 1. Suspension.
 - a. Any failure to comply with or any violation of any provision of this Chapter may be cause for suspension by the Board of Aldermen.
 - b. Notice of the hearing for suspension of a license shall be given in writing setting forth specifically the grounds of the complaint and the time and place of the hearing. Said notice shall be mailed to licensee or applicant at least five (5) days prior to the date set for hearing and any decision to be made by the Board of Alderman with respect to said suspension. All decisions of the Board of Aldermen following the hearing shall be final.
 - c. The City can toll the suspension of a business license, upon the licensee or

applicant's request and in the event the licensee or applicant makes a good faith showing that he/she is disputing the taxes at issue or is actively attempting to negotiate an agreement resolving the delinquent sales tax payments with the Department of Revenue. The decision to toll the suspension or revocation of a business license is in the sole discretion of the Board of Alderman.

- d. No suspension shall last for longer than 90 days.

2. Revocation.

- a. After any 60 day consecutive period that a licensee or applicant's business license has been suspended as a result of a violation of this Chapter, may be cause for revocation of such license by the Board of Aldermen.
- b. Any failure to comply with or any violation of any provision of this Chapter may be cause for revocation of such license by the Board of Aldermen upon its own recommendation or the recommendation of the City Administrator for any of the following causes:
 - 1. Fraud, misrepresentation or false statement contained in the application for license;
 - 2. Fraud, misrepresentation or false statement made in the course of carrying on his/her business within the City of Harrisonville;
 - 3. Any violation of this Chapter;
 - 4. Failure to pay sales tax or in any way allowing the sales tax for the business to become delinquent;
 - 4. Conviction of any crime or misdemeanor involving moral turpitude; or
 - 5. Conducting of business in an unlawful manner so as to constitute a breach of the peace or menace to health, safety or general welfare of the public.
- c. Notice of the hearing for revocation of a license shall be given in writing setting forth specifically the grounds of the complaint and the time and place of the hearing. Said notice shall be mailed to licensee or applicant at least five (5) days prior to the date set for hearing and any decision to be made by the Board of Alderman with respect to said revocation. All decisions of the Board of Alderman following the hearing shall be final.

- C. Unlawful Continuation-Further Remedies Authorized. In the event any business, trade, occupation or service occupation which is required to obtain an annual license under this Chapter continues to operate after having received written notice of failure to obtain such license or in the event any business, trade, occupation or service occupation continues to

operate following suspension or revocation of such license pursuant to Subsection 605.090(B) hereof, the City Administrator, the City Clerk, the Board of Aldermen, the Mayor, or any other official authorized to enforce City license ordinances may seek injunctive relief from the Circuit Court or order of the Municipal Court to restrain, correct, abate or prevent such continued operation. In the event of the issuance of an injunction or order by a court of competent jurisdiction, costs of such enforcement proceedings may be taxed against the offending party. The remedies provided for by this Subsection (C) shall be in addition to all other costs and penalties prescribed under this Chapter.

SECTION TWO: The portions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Governing Body would have enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION THREE: This Ordinance shall be in full force and effect both from and after its passage and approval by the Mayor.

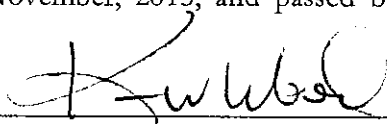
Ayes: Aldermen Meyer, Coburn, Milner, Dickerson, Reese, Stull and Mollenhour

Nays: None

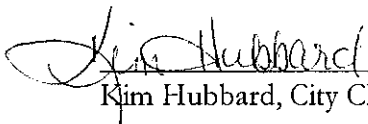
Absent: Alderman Dahlman

Abstain: None

Read two times by title only on the 4th day of November, 2013, and passed by the Board of Aldermen this 4th day of November, 2013.


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

ATTEST:


 Kim Hubbard, City Clerk

APPROVED by the Mayor this 4th day of November, 2013



STAFF REPORT

TO: Board of Aldermen
FROM: Jerry Gibbs, Director
DATE: January 16, 2014
SUBJECT: Mechanic Street J4P2257

Type of Item: *Agreement***Background**

The Mechanic Street project (Independence to Stella) has been a priority of the Board of Alderman. The city applied for and was awarded a \$2.04 M STP grant by MARC with a 20% match requirement of \$510,000. The FY15 Budget includes the city's match. MoDOT District 4 has agreed to cover all additional project costs. The total cost is estimated to be \$3,227,000.

Analysis

The municipal agreement defines the responsibility of the City and MoDOT. It describes the project limits as "Beginning approximately at Log Mile 35.593 (Stella Street) to Log Mile 36.248 (Independence Street) in Harrisonville, MO. The approximate length of the improvement is 0.655 miles."

MoDOT will design; acquire right-of-way, stormwater, overruns and other project related expense. Project related expenses will include intersection lights, sewer line replacement and laterals, water mains and services and lighting at intersections. The agreement states the City will be responsible for maintaining any street lights and sidewalks which is our current practice. The design will include a pedestrian crossing at Price and Highland and a school crossing at Highland. Access through the construction site for emergency vehicles during construction will be provided.

City Attorney has suggested several modification/additions to the agreement. Only two items were not changed.

1. MoDOT maintains the right to remove any lighting installed as part of this project, and
2. The indemnification clause should be expanded to indemnify the city from acts of the Commission.

MoDOT staff has requested our City Attorney provide language to MoDOT to consider. MoDOT staff has indicated this is standard language in all of their municipal agreements. Any changes would be rare. Approval of the Municipal Agreement will allow the project to move forward into final design. The February meeting of the Public Works Committee will be a review of the preliminary plans. An open project discussion meeting is tentatively scheduled for February 20th from 5 to 7 at City Hall. Meeting notices will be sent to all adjacent property owners. Please Note: This meeting has now been re-scheduled for March 13.

The Public Works Committee sends a positive recommendation for approval of the Municipal Agreement.

Council Bill No. 005

Ordinance No.

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO EXECUTE A MISSOURI
HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL
AGREEMENT BETWEEN THE CITY OF HARRISONVILLE, MISSOURI, AND
THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR
THE PUBLIC IMPROVEMENT DESIGNATED AS ROUTE 7, CASS COUTNY,
JOB J4P2257**

WHEREAS, the City of Harrisonville realizes the need and benefit of continual road improvement, and;

WHEREAS, the public improvement designated as Route 7, Cass County, Job No. J4P2257 shall consist of roadway improvements from Stella Street to Independence Street and;

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

Section 1: That the Mayor of the City of Harrisonville is hereby authorized and directed to enter into a Transportation Commission Municipal Agreement with the MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, to the public improvement designated as Route 7, Cass County, Job No. J4P2257 shall consist of roadway improvements from Stella Street to Independence Street

Section 2: Improvement within the City is located as follows:

Route 7 beginning approximately at log mile 35.593 (Stella Street) to log mile 36.248 (Independence Street) in Harrisonville, Missouri. The approximate length of the improvement is 0.655 miles.

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

Vote taken as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Read one time by title only on January 20 2014. Read for a second time and duly passed by the Board of Aldermen and approved by the Mayor of the City of Harrisonville, Missouri, this

3rd day of February, 2014.

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

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 3rd day of February 2014.

CCO Form: DE11
 Approved: 04/93 (CEH)
 Revised: 03/10 (MRA)
 Modified:

Municipal Agreement
 Route: 7
 County: Cass
 Job No.: J4P2257

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Harrisonville, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

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

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route 7, Cass County, Job No. J4P2257 shall consist of roadway improvements from Stella Street to Independence Street.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

Route 7 beginning approximately at Log Mile 35.593 (Stella Street) to Log Mile 36.248 (Independence Street) in Harrisonville, MO. The approximate length of the improvement is 0.655 miles.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement that the Commission shall provide without cost to the City, except as otherwise provided in this Agreement, a highway for traffic in the City and the Commission shall so design and construct the highway to serve operating necessities and requirements of local and through traffic.

(6) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, and alleys as necessary for construction and maintenance of said public improvement.

Attachment: J4P2257 DE11 Municipal Agreement Harrisonville - with funding final to city (4a) (Mechanic Street J4P2257)

(7) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(8) RIGHT-OF-WAY ACQUISITION: Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire any necessary right-of-way required for the construction of the improvement. The City shall reimburse the Commission for actual costs incurred for right-of-way acquisition pursuant to the Payment Responsibilities section of this agreement.

(9) UTILITY RELOCATION:

(A) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay costs incurred therein.

(B) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's district engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(C) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's district engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or

alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's district engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(D) City utility costs, including associated design and surveying, will be reimbursed to the City through a separate Utility Agreement.

(10) LIGHTING

(A) The Commission will install a basic highway intersection lighting system at locations with the improvement at the cost and expense as outlined in the Cost Apportionment Agreement. The City shall operate and maintain the basic highway intersection lighting system improvement, as detailed in the project construction plans and in accordance with the Missouri Department of Transportation's Engineering Policy Guide, at its sole cost and expense, including the cost of electrical current for the operation of the lighting. The City shall provide and maintain power at the locations designated. The construction, installation, and maintenance of any future lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(B) MAINTENANCE BY CONTRACT:

(i) The City may have the maintenance work required pursuant to this Agreement performed by either its own maintenance personnel or by contract with qualified individuals or companies approved by the Commission to provide a fully functional and dependable lighting system.

(ii) The City shall respond to any emergency situation in which repair or maintenance of damage to the lighting is required immediately to correct a dangerous condition or restore the safe, unobstructed flow of traffic on the improvement.

(C) MAINTENANCE BY CITY WITHIN COMMISSION RIGHT OF WAY: In order to coordinate maintenance activities on the improvement, the City shall notify the Commission either by telephone, telefax, or in writing, prior to performing maintenance work within Commission right of way. Such notification shall be made to the District's Traffic Engineer or a designated assistant, and shall include the location and nature of the work to be performed. Any maintenance activities done by the City which involves closing one or more of the through lanes of the improvement, affects the safety of the traveling public, or which will cause permanent changes to the configuration of the improvement, may require a permit from the Commission. The City

will be informed of whether or not a permit is required at the time the City notifies Commission of the proposed maintenance activities. The City shall comply with any additional condition placed upon the issuance of the permit.

(D) UTILITY LOCATING RESPONSIBILITY: The City shall be responsible for any utility locate request information concerning the cable(s) for the lighting system, including the pullbox(es) and conduit(s).

(E) NO INTEREST: By contributing to the cost of the maintenance of this lighting improvement, the City gains no interest in the constructed lighting improvements whatsoever. The Commission shall not be obligated to keep the constructed lighting in place if the Commission, in its sole discretion, determines removal or modification of the lighting is in the best interests of the state highway system. In the event the Commission decides to remove the lighting improvements, the City shall not be entitled to a refund of the funds contributed by the City pursuant to this Agreement.

(11) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The currently estimated cost of the project is Three Million Two Hundred and Twenty-seven Thousand dollars (\$3,227,000). The details of the estimated cost breakdown may be seen in "Exhibit B," which is incorporated herein and attached hereto. The total project cost will include preliminary engineering, right of way acquisition, right of way incidentals, utility relocation, project construction, and work inspection.

(B) The Entity has been allocated Federal Surface Transportation Program (STP) funds of Eighty percent (80%) of the eligible total project costs, up to a maximum of Two Million Forty Thousand Dollars (\$2,040,000). The funding from STP-Urban funds programmed through the Mid-America Regional Council. The Entity authorizes the Commission to use these funds on this project. The total federal allocation under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding.

(C) The Entity shall remit a check in the lump sum amount of Five Hundred Ten Thousand Dollars (\$510,000), no more/no less, at least five days prior to the advertisement. This check should be made payable to *Director of Revenue - Credit State Road Fund*. If the Entity fails to make the deposit, the Commission is under no obligation to continue with the project. The Entity agrees that all funds deposited by the Entity, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy.

(D) The Commission is 100% responsible for the preliminary

engineering costs associated with this project. In addition, the Commission is 100% responsible for the balance of the total project cost in excess of Two Million Five Hundred and Fifty Thousand Dollars (\$2,550,000). In addition, any underruns on the project will be applied to the Commission's share of the project.

(12) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the Entity for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the Entity with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the Entity's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the Entity's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

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

(14) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(15) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(16) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(17) COMMENCEMENT OF WORK: After acquisition of the necessary right-

of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(18) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way, lighting installed with the improvement (including power supplies, control boxes, conduit, pull boxes, poles, and luminaires), and decorative enhancements that may be installed with the improvement, or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(C) The City shall inspect and maintain the sidewalks constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks.

(19) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(20) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(21) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(22) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(23) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

(24) INDEMNIFICATION:

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

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

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

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

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

as provided by federal and state constitution or law.

(25) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved on or between the duly authorized representatives of the City and Commission.

(26) COMMISSION REPRESENTATIVE: The Commission's District Engineer, Kansas City District is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(27) CITY REPRESENTATIVE: The City's Mayor is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:

Mr. Kevin Wood, Mayor
300 E Pearl Avenue
Harrisonville, MO 64701
Phone No: (816) 380-8900
Facsimile No: (816) 380-8906

(B) To the Commission:

Mr. Dan Niec, District Engineer
Kansas City District
600 NE Colbern Road
Lee's Summit, MO 64086
Phone No: (816) 622-6500
Facsimile No: (816) 622-6323

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) ASSIGNMENT: The City shall not assign, transfer or delegate any

interest in this Agreement without the prior written consent of the Commission.

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

(31) NO INTEREST: By contributing to the cost of this project or improvement, the Entity gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the Entity shall not be entitled to a refund of the funds contributed by the Entity pursuant to this Agreement.

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

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

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

(35) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(36) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(37) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(38) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ____ day of _____, 201__.

Executed by the Commission this ____ day of _____, 2014.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF HARRISONVILLE

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Commission Counsel

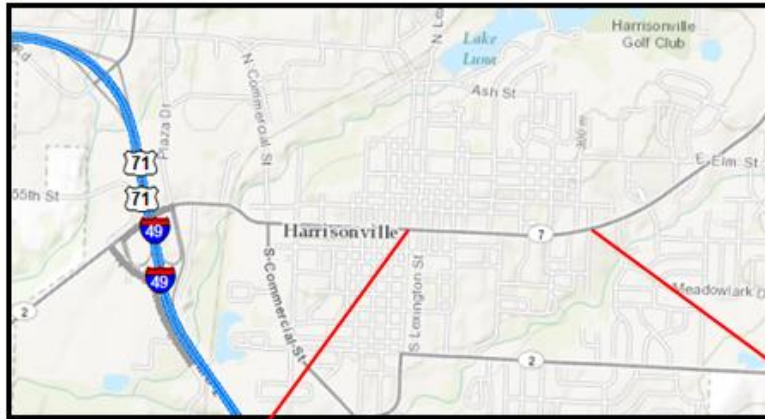
By: _____

Title: _____

Ordinance Number _____

Attachment: J4P2257 DE11 Municipal Agreement Harrisonville - with funding final to city (4a) (Mechanic Street J4P2257)

EXHIBIT A Project Location



Project Limits:

- Harrisonville from Independence Street to Stella Street
- 0.655 miles
- SB Log Miles 35.593 to 36.248

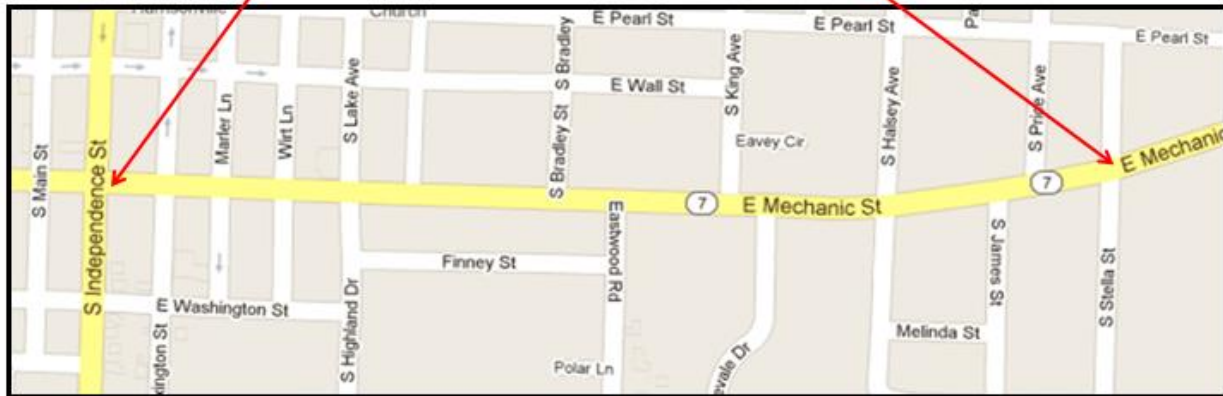


Exhibit B

Project Name: Route 7 Improvements, City of Harrisonville
MoDOT Job #: 4P2257
Description: Roadway improvements; including widening, curb and gutter and sidewalk improvements

Total Project Cost Estimate:

	Current Estimate	Cost Apportionment Eligible
Preliminary Engineering	\$409,000	\$
Right of Way	\$72,000	\$72,000
Right of Way Incidentals	\$10,000	\$
Utilities	\$117,000	\$117,000
Construction	\$2,403,000	\$2,403,000
Construction Contingency	\$48,000	\$48,000
Inflation	-	-
Inspection and Letting	\$168,000	\$
Total	\$3,227,000	\$2,640,000

Project Responsibilities:

Design	Commission
Right of Way Acquisition	Commission
Letting	Commission
Inspection	Commission

Financial Responsibilities:

Commission	\$677,000
City of Harrisonville	\$2,550,000
Total:	\$3,227,000

How are overruns and underruns handled? The Commission will be responsible for all over and underruns.

engineering costs associated with this project. In addition, the Commission is 100% responsible for the balance of the total project cost in excess of Two Million Five Hundred and Fifty Thousand Dollars (\$2,550,000). In addition, any underruns on the project will be applied to the Commission's share of the project.

(12) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the City for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the City with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the City's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the City's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(13) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City, at least 7 days after the notice is issued.

(14) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(15) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(16) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

Exhibit B

Project Name: Route 7 Improvements, City of Harrisonville
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Total Project Cost Estimate:

	Current Estimate	Cost Apportionment Eligible
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Construction	\$2,403,000	\$2,403,000
Construction Contingency	\$48,000	\$48,000
Inflation	-	-
Inspection and Letting	\$168,000	\$
Total	\$3,227,000	\$2,640,000

Project Responsibilities:

Design	Commission
Right of Way Acquisition	Commission
Letting	Commission
Inspection	Commission

Financial Responsibilities:

Commission	\$677,000
City of Harrisonville	\$510,000
Federal STP Funds	\$2,040,000
Total:	\$3,227,000

How are overruns and underruns handled? The Commission will be responsible for all over and underruns.



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: January 28, 2014
SUBJECT: Junk in the Trunk Event Permit

Type of Item: *Approval*

Issue: The Harrisonville Implementation Committee, a subcommittee of the Harrisonville Citizens Strategic Planning Committee has again requested permission to host the monthly “Junk in the Trunk” events on the historic Harrisonville square on the second Saturday of the month between the months of May and September. The event will run from 5:00 pm through 7:00 pm each of the requested nights.

Background: This is the 5th year for this event on the Harrisonville square. The applicant is anticipating a crowd size of approximately 250-300 each month.

The applicant is proposing blocking the North and West side of the square to vehicular traffic other than the vendors. As the event grows additional sides of the square may eventually be closed. The vendors will open their trunks for the sale of items similar to that of a rummage sale. In speaking with the applicant there are no requested City services other than the use of the square area and required street blockage material. As in years past these materials will be dropped off by the Street Dept. on Friday, set-up and taken down will be the responsibility of the applicant. These items will then be retrieved by the Street Dept. on Monday. Therefore, there is no cost for City services for this event. Again this year the applicant has asked that the City provide the necessary required insurance for the event. The City Clerk is working on this request.

Recommendation: We have not received any complaints or concerns with the previous events and to help promote and revitalize the historic Harrisonville square area, staff recommends approval for this event. In recognition of the Board’s time, we ask that the approval be extended annually with the Police Chief’s consent so long as the scope and conditions of the event remain consistent one year to the next. If you have any questions or concerns regarding this event please feel free to contact me.

C. Action Item (ID # 1310)

Junk in the Trunk Event Permit

Attachments:

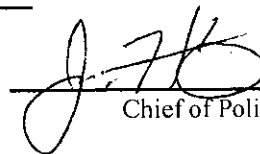
Junk in the Trunk 2014 Event Permit (PDF)

SPECIAL EVENTS APPLICATION

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

1. Organization: STRATEGIC PLANNING IMPLEMENTATION CORP.
2. Name of Applicant: Obie J. Carl
 Address: 27917 S Bybee Road Hillville MO 64701
 Phone: 380-3490 Cell: 792-1480
3. Purpose of Event: JUNK IN THE TRUNK 2014, 5-7 p.m.
4. Proposed date(s) and time(s) of Event: May 10, June 14, July 12
Aug. 9, Sept. 13 4-7 p.m.
5. Location(s) where event will be held: AROUND COURTHOUSE
SQ.
6. Anticipated crowd size: 250 - 300
7. City services requested: (Please check all that apply) Provide detailed letter for these requests.
☐ Electricity ☐ Police Protection ☐ Traffic Control ☐ Ambulance Standby
☐ Cones ☒ Barricades ☐ Street or parking lot clean up
8. Any additional information: As in previous years, we respect-
fully ask the city to provide insurance
for this event.

APPROVED this _____ day of _____, 20____.


 Chief of Police

City Clerk

Attachment: Junk in the Trunk 2014 Event Permit (Junk in the Trunk Event Permit)



STAFF REPORT

TO: Board of Aldermen
FROM: John Hofer, Director
DATE: January 28, 2014
SUBJECT: Farmer's Market Event Permit

Type of Item: *Approval*

Issue: The Harrisonville Implementation Committee, a subcommittee of the Harrisonville Citizens Strategic Planning Committee has requested permission to host a weekly “Farmer’s Market” on the historic Harrisonville square each Saturday from May through October. The requested event will run from 7 am through 11:30 am each day.

Background: This is the second year for the event on the Harrisonville square. Last year’s events were very well received and attended after a few minor concerns were addressed. The applicant is anticipating a crowd size of approximately 200 each week.

Again this year the applicant is requesting to set-up on the inside of the square with patron parking on the outside of the square. With that being said all necessary tables will need to set-up in the parking space adjacent to the vendor’s parked vehicle. We would request that no vendors be placed on the South end of the square unless the entire square is blocked to vehicular traffic. We will monitor this event on a weekly basis and block the square as needed. If needed, the square will be blocked in similar fashion to the way the square is blocked for the junk-in-the-trunk events. Therefore, there is no cost for City services for this event. The applicant has asked that the City provide the necessary required insurance for the event. The City Clerk is working on this request.

Recommendation: We received very few complaints or concerns with this event last year and to help promote and revitalize the historic Harrisonville square area, staff recommends approval for this event. In recognition of the Board’s busy agenda, we ask that the approval be extended annually with the Police Chief’s consent so long as the scope and conditions of the event remain consistent one year to the next. If you have any questions or concerns regarding this event please feel free to contact me.

D. Action Item (ID # 1311)

Farmer's Market Event Permit

Attachments:

Farmers Market 2014 Event Permit (PDF)

SPECIAL EVENTS APPLICATION

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

1. Organization: STRATEGIC PLANNING IMPLEMENTATION Com
2. Name of Applicant: John Teague
Address: 801 OAKLAND ST.
Phone: 816-507-2838 Cell: 816-507-2838
3. Purpose of Event: FARMERS MARKET 2014
4. Proposed date(s) and time(s) of Event: Saturdays, June thru September, 6 a.m. - NOON
5. Location(s) where event will be held: BEGINNING ON WEST SIDE OF SQ. (INSIDE SPACES ONLY) and CONTINUING AROUND, AS NECESSARY
6. Anticipated crowd size: 200
7. City services requested: (Please check all that apply) Provide detailed letter for these requests.
☐ Electricity ☐ Police Protection ☐ Traffic Control ☐ Ambulance Standby
☒ Cones ☐ Barricades ☐ Street or parking lot clean up
8. Any additional information: AS IN PREVIOUS YEARS, WE RESPECTFULLY ASK THE CITY TO PROVIDE INSURANCE FOR THIS EVENT.

APPROVED this _____ day of _____, 20 ____



 Chief of Police

 City Clerk

Attachment: Farmers Market 2014 Event Permit (Farmer's Market Event Permit)



TO: Board of Aldermen
FROM: John Hofer, Director
DATE: January 30, 2014
SUBJECT: Conference Room Furniture Purchase

Type of Item: *Purchase*

Issue: The purchase of conference room furniture (tables, chairs, lectern.) for the Police Department in conjunction with the completion of the new police department building.

Background: The 2014 City of Harrisonville budget includes \$50,000.00 for furniture for the new Police Department building. At the January 20, 2014 Board of Aldermen meeting you approved the purchase of new furniture from Scott Rice-Office Works for the new PD to include conference room furniture. The office furniture from Scott Rice-Office Works has been ordered with the exception of the conference room furniture. Prior to the memo for that Board meeting we did not have the opportunity to test the chairs. After having the opportunity to test the chairs we were not satisfied with the proposed chairs so we looked elsewhere. We contacted another vendor that had submitted an original proposal. We were more comfortable with the review of their chairs and would recommend the purchase of BA Design's furniture for the conference room. BA Design has located some excess table bases in their warehouse and has offered them to us at a reduced (53%) price. BA Design's proposal for the conference room furniture is \$14,901.09 which is over \$1600 less than Scott Rice-Office Works proposal for the same room.

The balance of the furniture budget, \$8309.28 will be used to purchase other items (shelving, cabinets, artwork, etc.) needed in other areas of the building.

Council Bill No. 006**Resolution No.**

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER
 INTO A CONTRACT WITH BA DESIGN FOR THE PURCHASE OF
 FURNITURE FOR THE HARRISONVILLE POLICE DEPARTMENT IN AN
 AMOUNT NOT TO EXCEED \$14,901.09**

WHEREAS, the City of Harrisonville has determined that BA Design is able to meet the specifications needed for conference tables and chairs for the new police department building, and

WHEREAS, BA Design agrees to provide the needed furniture for the City of Harrisonville police department building;

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

Section 1: That the City Administrator of the City of Harrisonville is hereby authorized and directed to enter into an Agreement with for the purchase of furniture for the new police department building in an amount not to exceed \$14, 901.09

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

PASSED AND RESOLVED by the Board of Aldermen and APPROVED by the Mayor of the City of Harrisonville, Missouri this 3rd day of February 2014.

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

ATTEST:

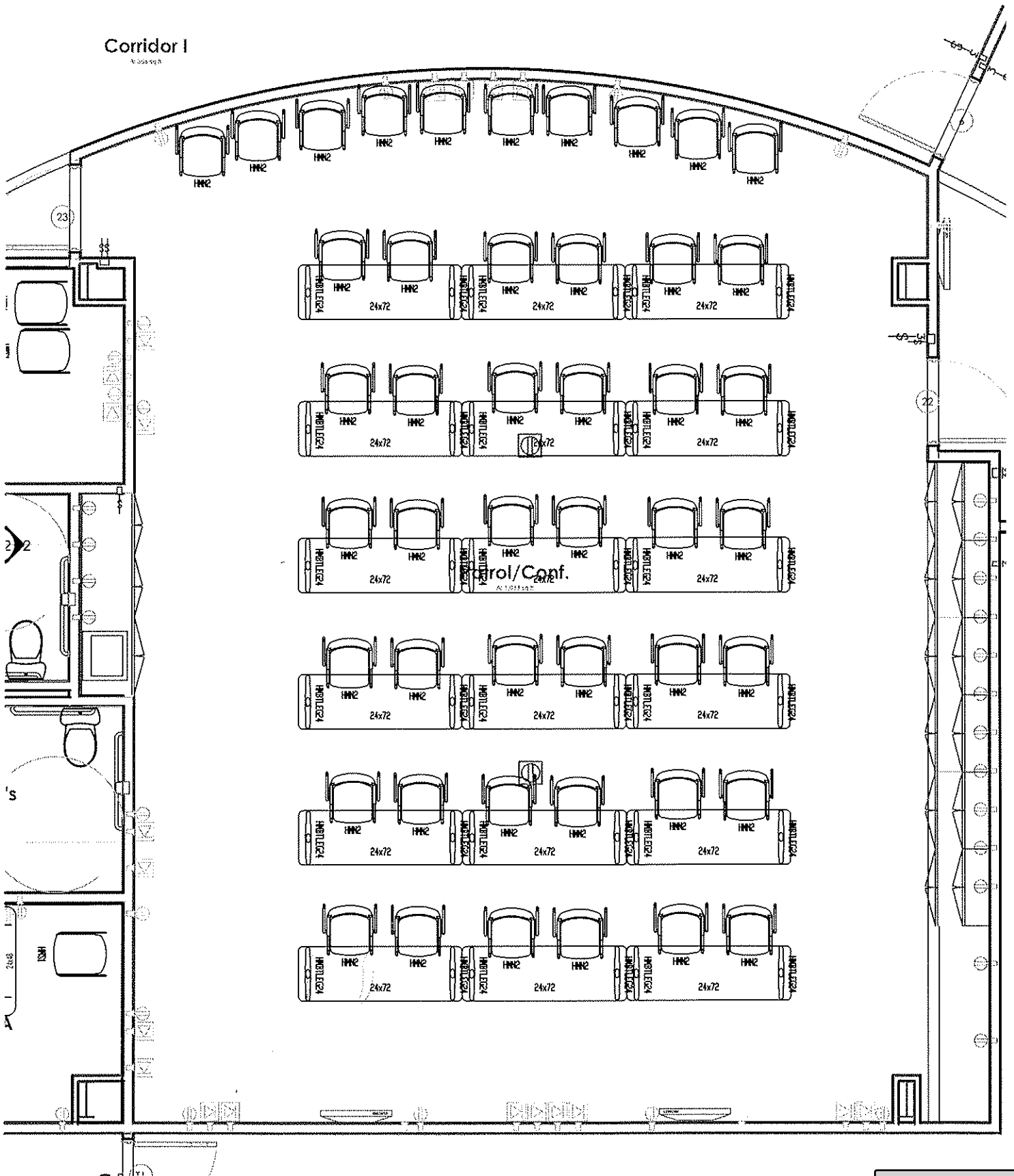
Kim Hubbard, City Clerk

WITNESS my hand and seal this 3rd day of February 2014



These are similar to what we will be purchasing. The chair color will be black and the table color will be bourbon Cherry.

Corridor I



Attachment: FURNITURE (Conference Room Furniture Purchase)



TO: Board of Aldermen
FROM: Keith Moody, City Administrator
DATE: January 28, 2014
SUBJECT: Extension of Transport Agreement with Cass Regional Medical Center

Type of Item: *Agreement*

The agreement between Cass Regional Medical Center and the Emergency Services Department for transportation services will expire February 8, 2014.

The agreement needs to be extended for ninety (90) days while staff finalizes the terms of the new agreement. The terms of the existing agreement will remain in place during the 90 day extension; CRMC will continue to pay the \$12,500 per month patient transport service fee during the extension period.

Please contact me if you have any questions.

Council Bill No. 007

Resolution No.

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO
EXECUTE A NINETY (90) DAY EXTENSION TO THE AGREEMENT
BETWEEN THE CITY OF HARRISONVILLE EMERGENCY SERVICES AND
CASS REGIONAL MEDICAL CENTER FOR THE TRANSPORT OF PATIENTS**

WHEREAS, the City of Harrisonville Board of Aldermen are concerned for the health, safety and general welfare of its citizens; and

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

Section 1: That the City Administrator of the City of Harrisonville is hereby authorized and directed to extend the Agreement with Cass Regional Medical Center (CRMC) for the transport of their patients for ninety (90) days beyond the expiration date of the current agreement. All terms of the current agreement shall be followed during the extension period.

Section 2: The ninety (90) day extension is intended to provide sufficient time for the City and CRMC to finalize terms to a new patient transport agreement.

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

READ by title only and DULY PASSED by the Board of Aldermen and APPROVED by the Mayor of the City of Harrisonville, Missouri, this 3rd day of February 2014.

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

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 3rd day of February 2014.



TO: Board of Aldermen
FROM: Rick DeLuca, Director
DATE: January 28, 2014
SUBJECT: Consideration of PP-1402: Preliminary Plat of Love's Addition

Type of Item: *Preliminary Plat*

M E M O R A N D U M

TO Planning & Zoning Commission

FROM Rick DeLuca, Director of Community Development

DATE January 27, 2014

SUBJECT Love's Addition Preliminary Plat

Type of Item: Action Item

Issue: The Applicant has requested approval of the Love's Addition Preliminary Plat.

Background:

Location: Brookhart Road & South Commercial Street

Applicant: Love's Travel Stop and Country Store

Owner: Roberds Manufacturing and Brickyard Inc.

Existing Zoning:	“C-2” Service Business District “M-1” Light Industrial District
Adjacent Zoning:	North: “M-1” Light Industrial District South: “M-1” Light Industrial District East: “C-2” Service Business District (I-49) West: “M-1” Light Industrial District
Acres:	24.21 acres +/-
Number of Lots:	7 Lots
Phases:	2

Overview:

Love’s Travel Stop and Country Store are requesting to subdivide and develop the area located north of the South Commercial and Brookhart Intersection. Their site would be approximately 12 acres. A total of 7 lots would be developed. It is anticipated that the development will be in two phases...lots 1-5 in phase one and lots 6-7 in phase 2. The Love’s site, Lot 1, would include a McDonalds and a Subway (tenants within the primary structure). Furthermore, a Tire Shop (affiliated with Michelin) would also be located north of the primary structure.

It has been requested that the infrastructure and site improvements be constructed concurrently. Typically, the site improvements are constructed after acceptance of the infrastructure improvements. However, the City has allowed concurrent construction several times in the past (Marketplace, CRMC, Town Center) as long as a development agreement was in place. A copy of the *development agreement* is attached.

Infrastructure:

The following is a summary of the infrastructure that would accompany this project.

Water. Approximately 2,700 feet of water main would be constructed with this project. The Missouri Department of Natural resources will have to approve the plans for all public water lines. Fire flows must meet the requirements of the 2012 International Fire Code for Commercial buildings. Demonstration of adequate fire flows will be provided with the submission of the construction plans. Additional fire hydrants will be placed along Brookhart Drive and on the site as needed. The ultimate plan for the area is to loop the proposed water line to the existing water line at 267th Street at Brickplant.

Sanitary Sewer. Approximately 1,600 feet of sanitary sewer main would be constructed with this project. The Missouri Department of Natural resources will have to approve the plans for all public sanitary sewer lines.

Electric. The electric line will have to be relocated due to the relocation of the roadway. Additional easements will be necessary to the transformers. Street lights will be incorporated along the roadway. The City will construct the additional infrastructure. The developer will be responsible for the cost of the transformer on the site. The City will install a junction cabinet along relocated Brookhart. Additional easements will be necessary along Brookhart and running up to the transformer. These will be dedicated with the final plat. Additional concrete encased conduit will have to be placed under Brookhart before construction of the road.

Stormwater & Floodplain. A state DNR Land Disturbance Permit will be required prior to construction. A storm water management plan must be developed with the construction plans. All encroachments on the floodplain must have a Floodplain Development Permit and will require an Elevation Certificate on all buildings.

Roadways. The most notable infrastructure improvement would be the relocation of the Brookhart & Commercial Street intersection to the southwest. The South Harrisonville Conceptual Plan (see attached) further describes how the area would ultimately develop. The Commercial Street connection to 267th Street would not be constructed with this project, but is planned for the future. This roadway connection is critical to the development of the west side of Harrisonville. It is necessary in attracting industry and jobs and enhancing our chances of expanding our industrial base. Love's provided a traffic study that was submitted and approved with the Love's Travel Stop project. Some modifications to the geometrics around the interchange (at the off-ramps) will be required. Additional ROW may also be dedicated. MoDOT and FHA procedure will be followed.

As part of this development, MoDOT will be taking over the newly constructed portion of South Commercial Street to the relocated Brookhart & Commercial Intersection. This would also include the new intersection. The City would be responsible for Brookhart Road. The City and developer must follow MoDOT's process for the changes. The City will have to pass an ordinance and sign off on a *Road Relinquishment Agreement*. After that the Jefferson City MoDOT office must review and approve the agreement. After the approval of the Road Relinquishment Agreement, MoDOT provides a *Change in Route Status Report*.

Finally, the intersection of Brookhart and Brickplant (on the west side of Lot 7) would ultimately be reconfigured (not constructed at this time) and additional right-of-way dedicated when final platted. The existing intersection is not at 90 degrees and is not conducive to heavier traffic or trucks. The ultimate configuration of this intersection would be to incorporate a curve (300 foot

radius) into north leg of Brickplant and transition into Brookhart. This portion of the roadway will ultimately handle the larger amount of traffic for both cars and trucks.

Vacations and Dedications:

Easements and rights-of-way would need to be dedicated with the final plat. However, off site infrastructure will need to be constructed. If off-site easement(s) are needed...dedication with an instrument will be necessary.

A variety of different easements and rights-of-way will need to be vacated. These would require public hearings and may be done either before completion of the final plat or with the final plat.

The logistics surrounding the relocation of the existing roadway and relocation of an existing intersection will be challenging. The City cannot vacate the ROW prior to opening/completion of the relocated roadway. However, we don't want to delay the project by waiting for Board of Aldermen action. (Public hearings, public notices and passage of an ordinance are required by State and local law.) Therefore, we anticipate the Board of Aldermen conducting the necessary hearings and approving the vacation ordinance, while having the effective date of the vacation ordinance concurrent with the Mayor's signature or the opening of the new rerouted portion of the roadway. This should minimize any delays while fulfilling City and State requirements.

Transportation Development District (TDD) and/or Community Improvement District (CID):

Given the amount of infrastructure that accompanies this project, the developer is requesting that a CID and/or TDD be established to help fund the infrastructure improvements. This would include the cooperation of the developer and two additional property owners (Brickyard, Inc. & C.J. Roberds Manufacturing). The additional lots that would be developed would also be incorporated into the CID and/or the TDD. The extra revenue from these lots would help pay down the debt faster.

Economic Development Director, Jim Clarke, attached information regarding these tools for your review. Additional detail will be provided as additional information becomes available.

Grading:

The topography makes this development unique and challenging. The plan is to have Commercial Street connect up with 267th Street. However, the maximum grade for an arterial roadway is 6%. Given the size and slope of the hill between Commercial and 267, a significant amount of the hill will eventually be removed. This will also be true for lots 2 and 3 when they develop.

Zoning:

The shape of the property has changed since the zoning application was approved. Please note that this will not slow up the development process for Love's site. The portion that is still zoned industrial (western edge of the property) will only have trucks parked on it. This is permitted in an industrial district. However, it may be desirable to rezone that west portion of the property to "C-2" like the remainder of the property. It should also be noted that it is likely that some of the other lots will be rezoned for commercial development. However, it is not required at this time to process with the development and/or preliminary plat.

Sign Variance Request:

The applicant had requested two variances for signage. The Board of Zoning Adjustment is anticipated to hear their request on January 14, 2014. The variances that were requested are with regards to the height and size of their proposed sign.

Gravel Pile - Excess Property:

The developer, adjacent property owners and the City are working towards removing MoDOT's gravel pile and acquiring the excess property for commercial development. This would be beneficial from the standpoint of marketability of the property and enhancing the performance of the TDD and/or CID. This part of the project is adjacent to but not within the boundaries of the preliminary plat. Therefore, this process will not delay the Love's project.

In addition, excess right-of-way (both City and State) will need to be vacated during this process.

Options: The City may:

- Approve the application for rezoning with no conditions.
- Conditionally approve the application for rezoning.
- Deny the request for rezoning.

Planning & Zoning Commission Recommendation: *(January 16, 2014)* Approval contingent upon:

- Compliance with the improvements and standards as outlined in Harrisonville's land use regulations.
- Acceptance of the development agreement between the City and the applicant.
- Right-of-way and/or land dedication for the extension of South Commercial Street with, or accompanying, the final plat.
-

- **Staff Recommendation:** Approval contingent upon:
- Compliance with the improvements and standards as outlined in Harrisonville's land use regulations.
- Acceptance of the development agreement between the City and the applicant.
- Right-of-way and/or land dedication for the extension of South Commercial Street with, or accompanying, the final plat.

Council Bill No. 008

Resolution No.

**A RESOLUTION TO APPROVE PP-1402, THE PRELIMINARY PLAT OF
LOVE'S ADDITION, LOCATED AT THE INTERSECTION OF COMMERCIAL
STREET AND BROOKHART DRIVE.**

WHEREAS, the above preliminary plat is located within the city limits of Harrisonville, Missouri, in a portion of Sections 4 & 5, Township 44, Range 31; and,

WHEREAS, after review by the city staff, the application was submitted to the Planning and Zoning Commission for their recommendation; and,

WHEREAS, the Planning and Zoning Commission reviewed the preliminary plat for the above proposed development on January 16, 2014 and hereby recommends approval to the Board of Aldermen contingent upon the staff recommendations as follows:

- Compliance with the improvements and standards as outlined in Harrisonville's land use regulations.
- Acceptance of the development agreement between the City and the applicant.
- Right-of-way and/or land dedication for the extension of South Commercial Street with, or accompanying, the final plat; and,

WHEREAS, after a recommendation of approval has been submitted by the Planning and Zoning Commission, the Board of Aldermen reviewed the proposed preliminary plat and has determined the preliminary plat is consistent with the City of Harrisonville Zoning Ordinance, Subdivision Regulation and Comprehensive Plan.

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

Section 1: That the preliminary plat of Love's Addition (with accompanying development agreement), filed with the City of Harrisonville, is hereby approved and comprises the following described real estate in Cass County, Missouri, to-wit:

*PART OF THE SOUTHWEST QUARTER OF SECTION 4 AND PART OF
THE SOUTHEAST QUARTER OF SECTION 5, IN TOWNSHIP 44,
RANGE 31, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:*

FROM THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 5, AFORESAID, RUN THENCE NORTH 1°22'14" EAST ALONG THE EAST LINE THEREOF, 1992.86 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; CONTINUING THENCE NORTH 1°22'14" EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 417.90 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 49 AS NOW LOCATED; THENCE SOUTH 19°58'41" EAST ALONG SAID RIGHT-OF-WAY LINE, 43.31 FEET; THENCE SOUTH 35°21'16" EAST ALONG SAID RIGHT-OF-WAY LINE, 148.00 FEET; THENCE SOUTH 16°14'29" EAST ALONG SAID RIGHT-OF-WAY LINE, 213.75 FEET; THENCE SOUTH 43°53'09" EAST, 101.14 FEET; THENCE SOUTH 17°39'16" EAST, 493.36 FEET; THENCE SOUTH 38°22'57" EAST, 101.71 FEET; THENCE SOUTH 50°25'17" EAST, 150.15 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 3575.00 FEET, A CHORD BEARING OF SOUTH 44°30'58" WEST, AND AN ARC LENGTH OF 304.06 FEET; THENCE ALONG A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF SOUTH 15°08'53" EAST, AND AN ARC LENGTH OF 43.35 FEET; THENCE ALONG A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 260.00 FEET, A CHORD BEARING OF SOUTH 86°23'03" EAST, AND AN ARC LENGTH OF 82.91 FEET; THENCE ALONG A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 540.00 FEET, A CHORD BEARING OF SOUTH 81°51'46" EAST, AND AN ARC LENGTH OF 257.41 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BROOKHART ROAD, AS NOW LOCATED; THENCE SOUTH 30°51'28" WEST, 81.19 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF BROOKHART ROAD, AS NOW LOCATED; THENCE SOUTH 51°40'41" EAST ALONG SAID RIGHT-OF-WAY LINE, 18.40 FEET; THENCE NORTH 89°20'26" WEST, 697.25 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE SOUTH 52°00'00" WEST, 226.36 FEET; THENCE NORTH 36°40'00" WEST, 256.61 FEET; THENCE NORTH 44°00'00" EAST, 127.02 FEET; THENCE NORTH 46°00'00" WEST, 158.18 FEET; THENCE NORTH 56°00'00" WEST, 172.22 FEET; THENCE NORTH 65°20'00" WEST, 662.32 FEET TO A POINT ON THE EAST LINE OF LOT 3 IN BRICKYARD INDUSTRIAL PARK, A SUBDIVISION OF LAND IN THE CITY OF HARRISONVILLE, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED; THENCE NORTH 1°21'44" EAST ALONG THE EAST LINE OF SAID LOT 3, 20.03 FEET TO A SOUTHERLY

CORNER OF LOT 4 IN SAID BRICKYARD INDUSTRIAL PARK; THENCE NORTH 57°14'47" EAST ALONG THE EASTERLY LINE OF SAID LOT 4, 257.46 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 4, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BROOKHART ROAD AS NOW LOCATED; THENCE NORTH 18°35'11" EAST, 80.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BROOKHART ROAD; THENCE NORTH 71°24'49" WEST ALONG SAID RIGHT-OF-WAY LINE, 316.67 FEET; THENCE NORTH 25°50'06" WEST, 109.71 FEET; THENCE SOUTH 88°00'54" EAST, 1232.73 FEET TO THE TRUE POINT OF BEGINNING; CONTAINS 24.21 ACRES, MORE OR LESS, SUBJECT TO ANY EXISTING EASEMENTS OR RIGHTS-OF-WAY.

PASSED AND RESOLVED by the Board of Aldermen of the City of Harrisonville, Missouri this 3rd day of February, 2014.

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

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal this 3rd day of February, 2014.



M E M O R A N D U M

TO Board of Aldermen

FROM Jim Clarke, Economic Development Manager

DATE February 3, 2014

SUBJECT Love's Proposed Project – Transportation Development District (TDD) & Community Improvement District (CID)

Type of Item: Informational Purposes

Issue:

The Prospect/Developer (Love's) and affected property owners intend to submit separate Petitions requesting the formation of a Transportation Development District (TDD) and a Community Improvement District (CID) to help fund public infrastructure improvements.

Background:

Location: Brookhart Road & South Commercial Street

Applicant: The Petitioners will be Love's and affected property owners

Acres: The boundaries have yet to be defined – estimated acreage within the proposed Districts is approximately between 20-30 acres

Overview: Due to the public infrastructure improvements required to support the future use of this proposed project, funding assistance is needed and being requested by the prospect. The two funding tools being considered for this funding assistance are Transportation Development District (TDD) and Community Improvement District (CID). These Districts will be consistent in boundaries, will serve to fund primarily road and sewer improvements, with some water and electric improvements as well. These public infrastructure improvements will not only accommodate the proposed Love's operation, but will be designed and installed to accommodate future operators that occupy pad sites as reflected in the Preliminary Plat. Additionally, the Districts will be formed to allow for expansion of the Districts' boundaries to include future properties that may need to participate.

Staff Recommendations:

This information is provided for informational purposes only.

DEVELOPMENT AGREEMENT

Love's Addition

THIS AGREEMENT, MADE THIS ____ day of _____, 2014, by and between, Love's Travel Stop and Country Store, hereinafter referred to as "Subdivider" and the City of Harrisonville, Missouri, a Municipal Corporation, hereinafter referred to as "City".

WHEREAS, subdivider seeks to obtain approval from the City a subdivision to be known as Love's Addition, which is located in the City of Harrisonville, Cass County, Missouri, and;

WHEREAS, the subdivider, herein defined, agrees to assume all subdivision development obligations of the City as described in this agreement, and;

WHEREAS, the subdivider desires to construct the private on-site improvements concurrently with the public infrastructure improvements, and;

WHEREAS, the City desires to ensure that the subdivider will accomplish certain things in order to protect the public health, safety and welfare.

NOW, THEREFORE, in consideration of the promises and covenants herein set forth, and receipt by the City of fees and costs as required by the City Of Harrisonville, the parties agree as follows:

GEOGRAPHIC LOCATION:

1. The terms of this agreement apply to the following property:

PART OF THE SOUTHWEST QUARTER OF SECTION 4 AND PART OF THE SOUTHEAST QUARTER OF SECTION 5, IN TOWNSHIP 44, RANGE 31, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 5, AFORESAID, RUN THENCE NORTH 1°22'14" EAST ALONG THE EAST LINE THEREOF, 1992.86 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED: CONTINUING THENCE NORTH 1°22'14" EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 417.90 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 49 AS NOW LOCATED; THENCE SOUTH 19°58'41" EAST ALONG SAID RIGHT-OF-WAY LINE, 43.31 FEET; THENCE SOUTH 35°21'16" EAST ALONG SAID RIGHT-OF-WAY LINE, 148.00 FEET; THENCE SOUTH 16°14'29" EAST ALONG SAID RIGHT-OF-WAY LINE, 213.75 FEET; THENCE SOUTH 43°53'09" EAST, 101.14 FEET; THENCE SOUTH 17°39'16" EAST, 493.36 FEET; THENCE SOUTH 38°22'57" EAST, 101.71 FEET; THENCE SOUTH 50°25'17" EAST, 150.15 FEET; THENCE ALONG A

CURVE TO THE RIGHT HAVING A RADIUS OF 3575.00 FEET, A CHORD BEARING OF SOUTH 44°30'58" WEST, AND AN ARC LENGTH OF 304.06 FEET; THENCE ALONG A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF SOUTH 15°08'53" EAST, AND AN ARC LENGTH OF 43.35 FEET; THENCE ALONG A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 260.00 FEET, A CHORD BEARING OF SOUTH 86°23'03" EAST, AND AN ARC LENGTH OF 82.91 FEET; THENCE ALONG A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 540.00 FEET, A CHORD BEARING OF SOUTH 81°51'46" EAST, AND AN ARC LENGTH OF 257.41 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BROOKHART ROAD, AS NOW LOCATED; THENCE SOUTH 30°51'28" WEST, 81.19 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF BROOKHART ROAD, AS NOW LOCATED; THENCE SOUTH 51°40'41" EAST ALONG SAID RIGHT-OF-WAY LINE, 18.40 FEET; THENCE NORTH 89°20'26" WEST, 697.25 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE SOUTH 52°00'00" WEST, 226.36 FEET; THENCE NORTH 36°40'00" WEST, 256.61 FEET; THENCE NORTH 44°00'00" EAST, 127.02 FEET; THENCE NORTH 46°00'00" WEST, 158.18 FEET; THENCE NORTH 56°00'00" WEST, 172.22 FEET; THENCE NORTH 65°20'00" WEST, 662.32 FEET TO A POINT ON THE EAST LINE OF LOT 3 IN BRICKYARD INDUSTRIAL PARK, A SUBDIVISION OF LAND IN THE CITY OF HARRISONVILLE, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED; THENCE NORTH 1°21'44" EAST ALONG THE EAST LINE OF SAID LOT 3, 20.03 FEET TO A SOUTHERLY CORNER OF LOT 4 IN SAID BRICKYARD INDUSTRIAL PARK; THENCE NORTH 57°14'47" EAST ALONG THE EASTERLY LINE OF SAID LOT 4, 257.46 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 4, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BROOKHART ROAD AS NOW LOCATED; THENCE NORTH 18°35'11" EAST, 80.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BROOKHART ROAD; THENCE NORTH 71°24'49" WEST ALONG SAID RIGHT-OF-WAY LINE, 316.67 FEET; THENCE NORTH 25°50'06" WEST, 109.71 FEET; THENCE SOUTH 88°00'54" EAST, 1232.73 FEET TO THE TRUE POINT OF BEGINNING; CONTAINS 24.21 ACRES, MORE OR LESS, SUBJECT TO ANY EXISTING EASEMENTS OR RIGHTS-OF-WAY.

INSTALLATION OF INFRASTRUCTURE & ISSUANCE OF BUILDING PERMIT

1. The construction of the public infrastructure may be installed concurrently with the construction of the structure(s) (including parking areas, underground tanks and similar improvements) on the subject property with the following conditions.

- A land disturbance permit may be issued with the approval of a grading plan, storm water management plan and erosion control plan.
- Prior to the installation of any improvements/infrastructure or the issuance of building permit(s), the subdivider shall have all site development and infrastructure plans approved by the City of Harrisonville.
- A footing/foundation permit may be issued when a notice to proceed is given for the construction of the infrastructure and a site development plan is approved.
- A full building permit may be issued when adequate fire protection and access is provided to the site as determined by the Building Official.
- A temporary certificate of occupancy may be granted at the discretion of the Building Official.
- The subdivider shall install all public improvements, as shown on the approved construction plans (and the City must accept), prior to receiving a certificate of occupancy. Said improvements shall include, but shall not be limited to, any required off site improvements and/or any non-City infrastructure improvements (such as for MoDOT).

2. The subdivider shall be responsible for the installation of all improvements in accordance with the approved construction plans, subdivider hereby agrees to indemnify and hold harmless the City and its past, present and future employees, officers and agents from any and all claims arising from the construction of the improvements located on subdivider's property or off site improvement locations or from the City's plan review and inspection services, practices and policies relating to the improvements to be placed on the subdivider's property. Subdivider hereby agrees to pay to the City all damages, costs and reasonable attorney's fees incurred by the City and its employees, officers and agents in defending said claims.

3. The subdivider agrees to provide the City of Harrisonville "as-built" plans for all public improvements as required by the City Of Harrisonville subdivision regulations. Said plans shall be considered a part of the improvements for the purpose of acceptance by the City.

FEES & BONDS

1. The subdivider agrees to pay all fees as typically required by the City of Harrisonville.

2. The subdivider agrees to furnish performance bonds based on the estimated development costs of all public improvements as shown on the approved construction plans. The City Engineer shall review and determine that the costs, as presented, are reasonable.

3. Prior to issuance of the Certificate of Occupancy within said subdivision, subdivider will provide a guarantee in the form of a Maintenance Bond that is satisfactory to the City Attorney and consistent with what is required by City ordinances. This guarantee shall be based on 50% of the cost of all public improvements shown on approved construction plans and shall be for a period of one year after acceptance by the City.

GENERAL PROVISIONS

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which the subdivider must comply and does not in any way constitute prior approval of any future proposal for development.

2. The covenants herein shall run with the land described in this agreement and shall be binding and insure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers.

3. This agreement shall constitute the complete agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.

4. If, at any time, any part hereof has been breached by subdivider, the City may withhold or revoke approval of any or all building permits and/or certificates of occupancy applied for in the subdivision, until breach or breaches has or have been cured.

5. This agreement shall be enforced until the completion of the project.

6. Any provision of this agreement which is not enforceable according to law will be severed herefrom, and the remaining provisions shall be enforced to the fullest extent permitted by law.

7. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by ordinance duly enacted by the Board of Aldermen of the City of Harrisonville, Missouri.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

Subdivider

Keith Moody
City Administrator

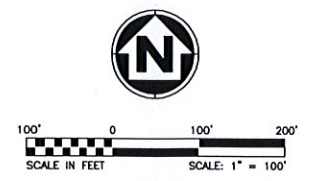
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JAN 09 2014

CITY OF HARRISONVILLE

Preliminary Plat of Love's Addition

a Proposed Subdivision of Land in The City of Harrisonville,
Sections 4 & 5, Township 44, Range 31, Cass County, Missouri

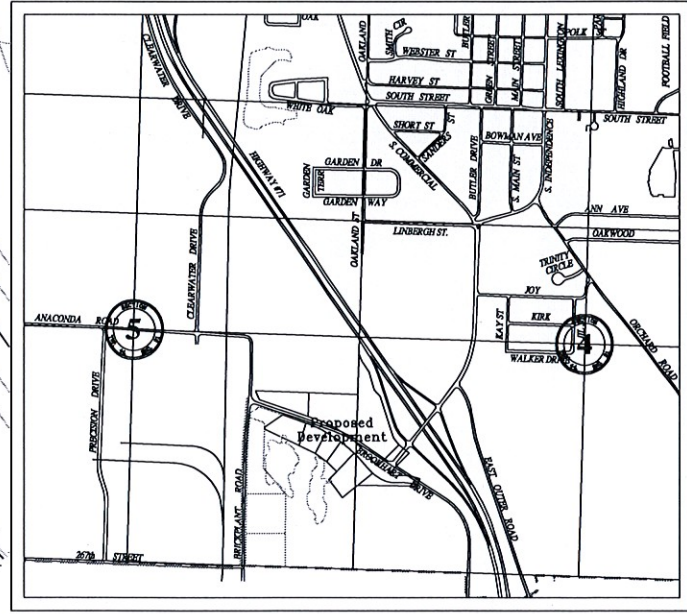


Description:

PART OF THE SOUTHWEST QUARTER OF SECTION 4 AND PART OF THE SOUTHEAST QUARTER OF SECTION 5, IN TOWNSHIP 44, RANGE 31, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 5, AFORESAID, RUN THENCE NORTH 1°22'14" EAST ALONG THE EAST LINE THEREOF, 1992.86 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; CONTINUING THENCE NORTH 1°22'14" EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 417.90 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 49 AS NOW LOCATED; THENCE SOUTH 19°58'41" EAST ALONG SAID RIGHT-OF-WAY LINE, 43.31 FEET; THENCE SOUTH 35°21'16" EAST ALONG SAID RIGHT-OF-WAY LINE, 148.00 FEET; THENCE SOUTH 16°14'29" EAST ALONG SAID RIGHT-OF-WAY LINE, 213.75 FEET; THENCE SOUTH 43°53'09" EAST, 101.14 FEET; THENCE SOUTH 17°39'16" EAST, 493.36 FEET; THENCE SOUTH 38°22'57" EAST, 101.71 FEET; THENCE SOUTH 50°25'17" EAST, 150.15 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 3575.00 FEET, A CHORD BEARING OF SOUTH 44°30'58" WEST, AND AN ARC LENGTH OF 304.06 FEET; THENCE ALONG A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF SOUTH 15°08'53" EAST, AND AN ARC LENGTH OF 43.35 FEET; THENCE ALONG A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 260.00 FEET, A CHORD BEARING OF SOUTH 86°23'03" EAST, AND AN ARC LENGTH OF 82.91 FEET; THENCE ALONG A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 540.00 FEET, CHORD BEARING OF SOUTH 81°51'46" EAST, AND AN ARC LENGTH OF 257.41 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BROOKHART ROAD, AS NOW LOCATED; THENCE SOUTH 30°51'28" WEST, 81.19 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF BROOKHART ROAD, AS NOW LOCATED; THENCE SOUTH 51°40'41" EAST ALONG SAID RIGHT-OF-WAY LINE, 18.40 FEET; THENCE NORTH 89°20'26" WEST, 697.25 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE SOUTH 52°00'00" WEST, 226.36 FEET; THENCE NORTH 38°40'00" WEST, 256.61 FEET; THENCE NORTH 44°00'00" EAST, 127.02 FEET; THENCE NORTH 46°00'00" WEST, 158.18 FEET; THENCE NORTH 56°00'00" WEST, 172.22 FEET; THENCE NORTH 65°20'00" WEST, 662.32 FEET TO A POINT ON THE EAST LINE OF LOT 3 IN BRICKYARD INDUSTRIAL PARK, A SUBDIVISION OF LAND IN THE CITY OF HARRISONVILLE, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED; THENCE NORTH 1°21'44" EAST ALONG THE EAST LINE OF SAID LOT 3, 20.03 FEET TO A SOUTHERLY CORNER OF LOT 4 IN SAID BRICKYARD INDUSTRIAL PARK; THENCE NORTH 57°14'47" EAST ALONG THE EASTERLY LINE OF SAID LOT 4, 257.46 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 4, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BROOKHART ROAD, AS NOW LOCATED; THENCE NORTH 18°35'11" EAST, 80.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BROOKHART ROAD; THENCE NORTH 71°24'49" WEST ALONG SAID RIGHT-OF-WAY LINE, 316.67 FEET; THENCE NORTH 25°50'06" WEST, 109.71 FEET; THENCE SOUTH 88°00'54" EAST, 1232.73 FEET TO THE TRUE POINT OF BEGINNING; CONTAINS 24.21 ACRES, MORE OR LESS, SUBJECT TO ANY EXISTING EASEMENTS OR RIGHTS-OF-WAY.

Vicinity Sketch

SCALE: 1" = 1000'



Property Owners

- ① THE BRICKYARD INC
PO BOX A
HARRISONVILLE, MO 64701
- ② CJ ROBERTS MANUFACTURING INC
2611 ANACONDA ROAD
HARRISONVILLE, MO 64701

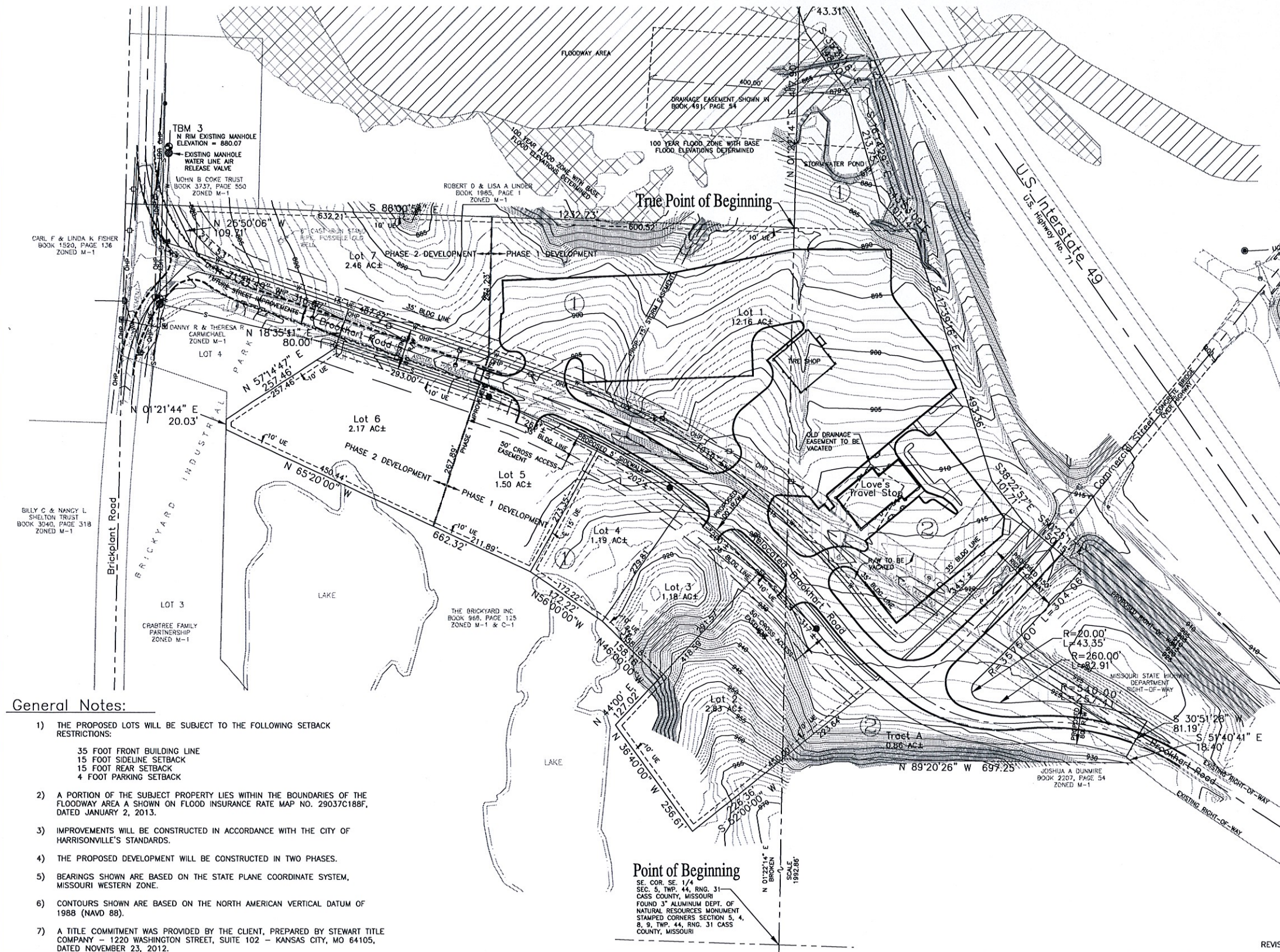
FOR: LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.

BOWERS SURVEY LLC
ESTABLISHED 1962
1908 W. MECHANIC STREET, SUITE 104
P.O. BOX 71
HARRISONVILLE, MISSOURI 64701
PHONE (816) 380-4821
bowersurvey@embarqmail.com

SECTION	TOWNSHIP	RANGE	COUNTY	STATE	DATE	JOB NO.
4 & 5	44	31	CASS	MISSOURI	12/23/13	20740-13

DRAWING NO. 20740PP.DWG DRAWN BY: GB CH

REVISED 1/07/13 PER CITY COMMENTS



General Notes:

- 1) THE PROPOSED LOTS WILL BE SUBJECT TO THE FOLLOWING SETBACK RESTRICTIONS:
 - 35 FOOT FRONT BUILDING LINE
 - 15 FOOT SIDELINE SETBACK
 - 15 FOOT REAR SETBACK
 - 4 FOOT PARKING SETBACK
- 2) A PORTION OF THE SUBJECT PROPERTY LIES WITHIN THE BOUNDARIES OF THE FLOODWAY AREA A SHOWN ON FLOOD INSURANCE RATE MAP NO. 29037C188F, DATED JANUARY 2, 2013.
- 3) IMPROVEMENTS WILL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF HARRISONVILLE'S STANDARDS.
- 4) THE PROPOSED DEVELOPMENT WILL BE CONSTRUCTED IN TWO PHASES.
- 5) BEARINGS SHOWN ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, MISSOURI WESTERN ZONE.
- 6) CONTOURS SHOWN ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
- 7) A TITLE COMMITMENT WAS PROVIDED BY THE CLIENT, PREPARED BY STEWART TITLE COMPANY - 1220 WASHINGTON STREET, SUITE 102 - KANSAS CITY, MO 64105, DATED NOVEMBER 23, 2012.

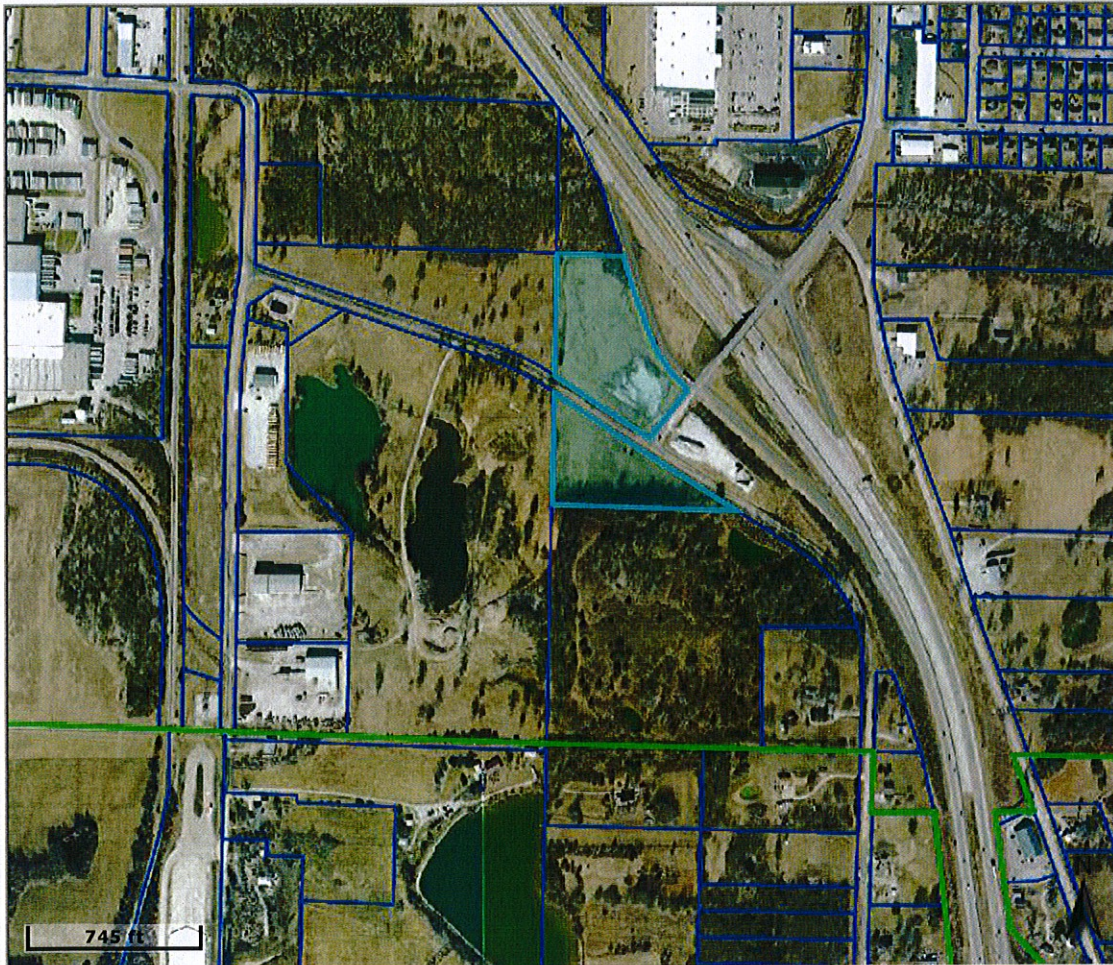
Point of Beginning

SE COR. SE 1/4
SEC. 5, TWP. 44, RING. 31
CASS COUNTY, MISSOURI
FOUND 3" ALUMINUM DEPT. OF
NATURAL RESOURCES MONUMENT
STAMPED CORNERS SECTION 5, 4,
8, 9, TWP. 44, RING. 31 CASS
COUNTY, MISSOURI

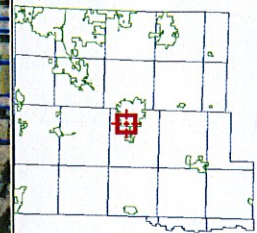
Cass County, MO



Date Created: 1/9/2014



Overview



Legend

- Corporate Limits
- PLS Townships
- Parcels

Parcel ID 132142000000105000**Sec/Twp/Rng** 4-44-31**Property Address** BROOKHART DR
HARRISONVILLE**Alternate ID** n/a**Class** Residential**Acreage** 7.77**Owner Address** ROBERDS, C J MANUFACTURING INC
2611 ANACONDA RD
HARRISONVILLE MO 647010000**District** 5713001**Brief Tax Description** PT W2 SW BG 983' N SE CR N593' W551' N422'W TO W LN ETC
(Note: Not to be used on legal documents)

Last Data Upload: 1/9/2014 3:56:56 AM

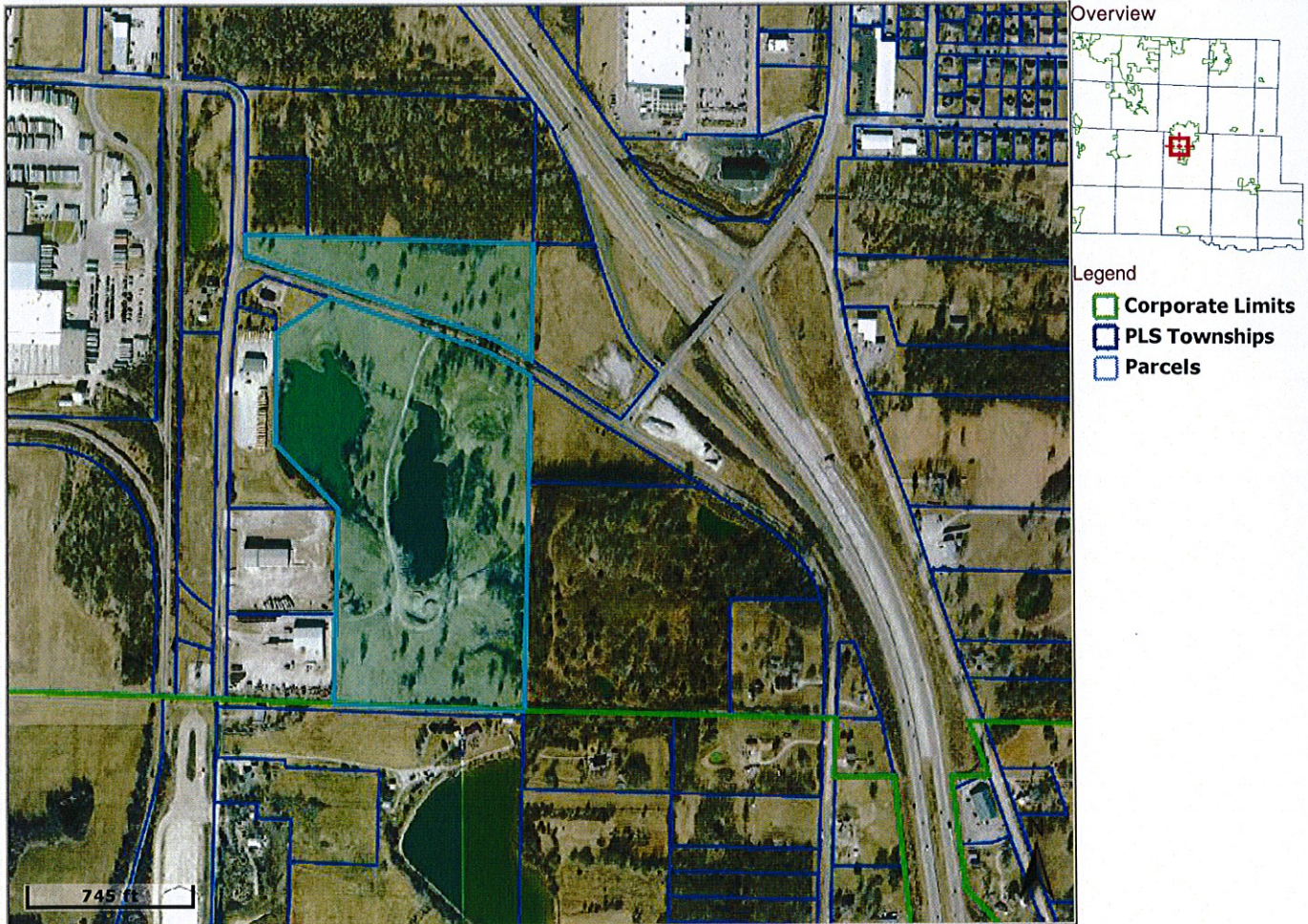
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Attachment: Ownership maps 2-3-14 (Consideration of PP-1402: Preliminary Plat of Love's Addition)

Cass County, MO



Date Created: 1/9/2014

**Parcel ID** 133105000000035000**Sec/Twp/Rng** 5-44-31**Property Address** BRICKPLANT RD
HARRISONVILLE**Alternate ID** n/a**Class** Commercial**Acreage** 44.80**Owner Address** BRICKYARD INC THE % KEVIN ANDERSON
PO BOX A
HARRISONVILLE MO 64701-0000**District** 5713001**Brief Tax Description** S2 NE SE & SE SE EX BRICKYARD IND PK
(Note: Not to be used on legal documents)

Last Data Upload: 1/9/2014 3:56:56 AM

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The Schneider Corporation
www.schneidercorp.com

Attachment: Ownership maps 2-3-14 (Consideration of PP-1402: Preliminary Plat of Love's Addition)

South Harrisonville Conceptual

Phase 1

Lot	Area
1	10.3 +/- Acres
2	2.1 +/- Acres
3	2.1 +/- Acres
4	1.3 +/- Acre
5	1.3 +/- Acre
6	2.1 +/- Acres

Phase 2

Lo	Area
1	+/- 2.1 Acres
2	+/- 1.4 Acre
3	+/- 1.6 Acre
4	+/- 1.4 Acre
5	+/- 1.8 Acre



Legend

Lots Phase 1

Lots_2ndPhase

BusinessPark

Commercial

Lake

HARRISONVILLE_SEPT2012

Future_Road

HVILLE_ROADS

Brick Plant Realignment

