



**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
JUNE 16, 2014
7:00 PM**

- 1. Call to Order & Pledge of Allegiance**
- 2. Roll Call**
 - A. Roll Call**
- 3. Ceremonial Matters**
- 4. Public Participation**
 - A. Public Participation**
- 5. Approval of Minutes**
 - A. Board of Aldermen - Regular Meeting - Jun 2, 2014 7:00 PM**
 - B. CDBG for Sheperd's Staff Food Pantry**
 - C. Sheperd's Staff Food Pantry-Needs Assessment**
- 6. Agenda Items**

- A. Approval of the Water Treatment Plant Capital Facilities Plan**
 - B. First Baptist Church Seeks Approval of a Special Event Permit (Road Closure)**
 - C. Burris Ridge Developer requests Letters of Support to submit to MHDC to build Duplexes**
 - D. Approval of Clinical Affiliation Agreement with Jade Education**
 - E. Council Bill 029: A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A ONE HUNDRED EIGHTY (180) DAY EXTENSION TO THE AGREEMENT BETWEEN THE CITY OF HARRISONVILLE EMERGENCY SERVICES AND CASS REGIONAL MEDICAL CENTER FOR THE TRANSPORT OF PATIENTS**
 - F. Council Bill 030: A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF HARRISONVILLE MISSOURI TO IMPLEMENT AND ENFORCE A VEHICLE OPERATIONS POLICY FOR ALL CITY EMPLOYEES**
 - G. Council Bill 031: A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH KELLY-HILL COMPANY FOR REPAIRS TO THE CITY OWNED RAILROAD SPUR**
 - H. Council Bill 032: AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION ROAD RELINQUISHMENT AGREEMENT**
- 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 12th day of June

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



DRAFT
MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
JUNE 2, 2014
7:00 PM

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

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

Others Present: City Administrator Keith Moody, City Attorney Steve Mauer, Finance Director Mike Tholen, Police Chief John Hofer, City Clerk Kim Hubbard, Public Information Officer Sheryl Stanley, Parks & Recreation Director Chris Deal, Public Works Director Jerry Gibbs, Electric Department Director Keith Thomas, and Assistant Public Works Director Eric Patterson.

3. **Ceremonial Matters**
 - A. **A Service Award to Honor Art Carver, Parks Department, for 20 years of Loyal Service**
Mayor Wood and Director Deal presented Art Carver a certificate of recognition for his twenty-years (20) of service.
 - B. **A Service Award to Honor Duane Gerke, EMS, for 15 Years of Loyal Service**
Mayor Wood presented a certificate of recognition to Duane Gerke for his fifteen (15) years of service.
4. **Public Participation**

A. Public Participation

None.

5. Approval of Minutes**A. Board of Aldermen - Regular Meeting - May 19, 2014 7:00 PM**

Minutes Approved.

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

6. Agenda Items**A. Flag Day - Flag Raising Ceremony**

Chief Hofer reviewed the request for a Flag Raising special event permit, reported it would take place on county property, the applicant, Mr. Hall was requesting the blocking off of parking spaces and this event was scheduled to take place during the Farmers Market. Chief Hofer informed the Board this is the first time for this event, that staff did not see any issues and recommended approval.

Event permit was approved by a voice vote.

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

B. Suspension Hearing of Heartfel Thoughts LLC

Director Tholen reported the business was still in arrears and staff had not been contacted by the owner. Alderman Dickerson asked if other cities were doing this and Attorney Mauer responded that there were other cities that had the same practice and reminded Alderman Dickerson this was something the Board decided they wanted to be involved in. Mayor Wood explained this was a way for a business to have the opportunity to remain open while clearing up their tax issue with the State.

The Board denied the extension.

Minutes Acceptance: Minutes of Jun 2, 2014 7:00 PM (Approval of Minutes)

RESULT:	APPROVED [6 TO 1]
MOVER:	Bret Reece, Board Member
SECONDER:	Bill Mollenhour, Board Member
AYES:	Mollenhour, Reece, Meyer, Milner, Coburn, Dahlman
NAYS:	David Dickerson
ABSENT:	Ivan Stull

C. Public Hearing-Community Development Block Grant Program

Molly McGovern, MARC spoke and read the attached comments. Ms. McGovern asked if there were any comments from the audience and there were none.

Ms. McGovern then did the Needs Assessment which is attached.

D. A RESOLUTION OF THE CITY OF HARRISONVILLE, MISSOURI, STATING INTENT TO SEEK FUNDING THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM AND AUTHORIZING THE MAYOR TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING OF \$187,200

City Attorney Mauer read Council Bill 026 by title only. Molly McGovern explained why the City needs to be the applicant and it was noted the funding amount changed from \$187, 200 to \$190,200 due to adding in the cost for an audit if needed.

Alderman Meyer moved to amend Council Bill 026 funding amount to \$190,200. The motion was seconded by Alderman Milner and approved by all present.

Council Bill 026 became Resolution 019 by a voice vote.

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

E. A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH FINLEY ENGINEERING COMPANY FOR THE ENGINEERING DESIGN SERVICES FOR THE 69 KV SOUTH TRANSMISSION LINE TIE RE-BUILD IN AN AMOUNT NOT TO EXCEED \$46,810

City Attorney Mauer read Council Bill 027 by title only. Director Thomas reviewed the firms that were sent Requests for Qualifications and reported that Finley Engineering Company was the preferred engineering consultant.

There were no questions.

Council Bill 027 became Resolution 020 by a voice vote.

Minutes Acceptance: Minutes of Jun 2, 2014 7:00 PM (Approval of Minutes)

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

F. A RESOLUTION TO AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING AGREEMENT BETWEEN THE CITY OF HARRISONVILLE, MISSOURI, AND THE CENTRAL CASS COUNTY FIRE PROTECTION DISTRICT

City Attorney Mauer read Council Bill 028 by title only. Mr. Moody reported this agreement was being worked on while legislation was in session and has been approved and executed by Central Cass County Fire Protection District (CCCFPD). Mr. Moody reviewed the City's financial responsibility when county property was annexed into city limits and who would be serving it.

There were no questions

Council Bill 028 became Resolution 021 by a voice vote.

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

7. Aldermen and Committee Reports

Alderman Coburn congratulated Bethany Bashoun, *Democrat-Missourian* on her upcoming marriage.

Alderman Dickerson reported that Ed Long is the new chair of the Historical Preservation Commission and that he has had the opportunity to meet the new intern.

8. Report from the City Administrator

Mr. Moody announced that the employee appreciation picnic was tomorrow and invited the Aldermen to attend. Mr. Moody asked Chief Hofer when the move to the new facility would take place. Chief Hofer reported June 10th.

9. Report from the Mayor

Mayor Wood reported he had attended the open house for Dr. Hansen.

10. Questions from the Media

No questions.

11. Adjourn to Executive Session

No executive session.

12. Adjourn From Regular Session

Alderman Dickerson moved to adjourn. Alderman Coburn seconded the motion and it was approved by a voice vote. The meeting adjourned at 7:38.

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

ATTEST:

Kim Hubbard, City Clerk

Minutes Acceptance: Minutes of Jun 2, 2014 7:00 PM (Approval of Minutes)

**CDBG Public Hearing
City of Harrisonville
Monday, June 2, 2014, 7:00 PM
Minutes**

Name of Project: Shepherd's Staff Food Pantry Improvements

Purpose of project, project goals & outcomes: The project objective is to cause improvements to the Food Pantry at 1311 Sanders Street to better serve the families of Harrisonville and the immediate surrounding area of Cass County. The project will involve the:

1. Installation of freight elevator to make the basement usable.
2. Construct enclosed entry foyer at top of loading dock with double width freight door and passage door;
3. Clean existing basement slab to serviceable surface, install high-impact epoxy for traffic rated loading from palletized goods on manual cart;
4. Install full perimeter industrial shelving in rooms 2 and 3;
5. Install double width doors in all rooms except mechanical/utility and restroom;
6. Remove and replace all restroom fixtures; refinish walls and ceiling
7. Replace areas at base of basement walls around perimeter of building where previously removed;
8. Repaint all walls and ceiling throughout
9. Install industrial shelving on North wall of utility/mechanical room
10. Remove and replace boiler unit servicing operating floor heat;
11. Remove, replace or overlay light traffic parking lot surfaces to 4" concrete
12. Remove, replace or overlay heavy traffic surfaces to 8" concrete
13. Restripe parking area for passenger parking, docking lanes and accessible stalls; and
14. Provide asphaltic concrete ramp to on site equipment storage shed.

Description of all project activities by all funding sources and proposed costs broken down by funding sources proposed:

CDBG Financing: \$190,200 Construction, Grant Administration

Total cost of project including environmental review preparation and any mitigation/modification costs:

Food Pantry Rehab	\$167,270
Construction Inspection	4,770
Single Audit (if required)	3,000
Grant Administration & Environmental Review	15,160
Totals	\$190,200

Timeline of project including environmental review approval, onset of property easements and acquisition, & construction activities: The grant application will be submitted in June 2014. The

environmental review and project design will begin as soon as grant approval is received; approval anticipated in August 2014. While the environmental review is underway, an architect will be procured to prepare contract documents and inspect during construction. It is anticipated that the environmental review and contract documents will be completed within six months following grant award. The project activities will be able to be constructed or installed within months 7-12.

Whether acquisition and/or relocation is necessary for the project – outline rights of property owners under the federal Uniform Relation Act requirements: Property acquisition, easements and relocation will not be necessary for the project.

Identify all anticipated environmental impacts project activities could have on natural, human, and manmade environments: The project will undergo a NEPA review and will review whether any project activities will have an adverse impact on Historic Properties, Floodplain Management, Flood Insurance, Wetlands Protection, Coastal Zones, Airport Hazards, Endangered Species, Wild & Scenic Rivers, Farmland Protection, Noise Control, Explosive/Flammable Operations, Water Quality, Air Quality, Contamination/Toxic Materials, Environmental Justice, Land Development, Community Facilities & Services, Wastewater, Solid Waste, Storm Water Drainage, Lead Based Paint, Asbestos, Energy Consumption, and Radon.

Identify all anticipated environmental impacts to the project by surrounding environments: The surrounding environment according to the categories listed will also be evaluated.

All required permitting: The project will require compliance with permits for building and parking lot construction and as the NEPA review is completed, any other permits identified will be listed as conditions.

All mitigation, project modification, and conditions for approval anticipated during the project: NA, the project will incorporate appropriate business practices as needed to comply with local city ordinances and requirements and environmental regulations.

General overview of CDBG environmental review procedures: Upon completion of the Environmental Review Record, the Record will be available for public review upon contacting the City Clerk Kim Hubbard at 816-380-8916. A notice will be placed in the paper to notify the public that the record is available for review and that City Hall will receive written public comments for 15 days following the notice in the paper. On the 16th day following the publication, the City of Harrisonville will request the Missouri Department of Economic Development to Release CDBG Funds requested for this project. The State of Missouri will commence a second 15 day comment period to allow the public an extended opportunity to provide written comments prior to the conclusion of the Environmental Review process. The Environmental Review Record will describe the conditions that warrant further review during project construction to achieve a successful completion of the project.

Community Development Block Grant Program
FY2014 Application

**MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FY2014 APPLICATION: COMMUNITY NEEDS ASSESSMENT (PAGE 1 OF 4)**

1. APPLICANT NAME (City of Harrisonville)				
2. PERCENT OF LOW & MODERATE INCOME (LMI) PERSONS IN THE APPLICANT'S JURISDICTION (CITY/COUNTY)				
Please complete all sections of this document except Part E, and Part F (which may be completed using census data) at the time of pre-application required public hearing and any subsequent meetings the community feels necessary to complete a representative response for the community. Part F responses should reflect the consensus of the hearing participants as a whole. Incomplete or unclear responses to the assessment questions received by the public will not be scored. If the applicant is unable to provide a satisfactory answer, an explanation should be offered.				
		QUALITY OF FACILITIES AFFECTING ENTIRE JURISDICTION (Check one)		
A. PUBLIC WORKS INFRASTRUCTURE (Address & complete at public hearing)		BEST	GOOD	FAIR
1. Water Source			✓	
2. Water Treatment				✓
3. Water Distribution				✓
4. Sanitary Sewer Treatment			✓	
5. Sanitary Sewer Collection			✓	
6. Storm Sewer Collection				✓
7. Other Drainage				✓
8. Streets/Drainage			✓	
9. Bridges			✓	
10. Sidewalks			✓	
11. Parks/Recreation Facilities			✓	
12. Landfill		✓		
13. Electrical Generation Or Distribution			✓	
14. Natural Gas Distribution			✓	
15. Other (List):				
B. PUBLIC SERVICES (Address & complete at public hearing)				
1. Fire Protection			✓	
2. Police Services			✓	
3. Code Enforcement/Planning/Zoning			✓	
4. Energy Conservation				✓
5. Health Care			✓	
6. Recreational/Cultural Activities			✓	
7. Snow Removal			✓	
8. Street Cleaning			✓	
9. Park Maintenance			✓	
10. Emergency Medical Services			✓	
11. Trash Removal			✓	
12. Street Lighting			✓	
13. Sidewalks			✓	
14. Parking			✓	
15. Other (List):				

Communication: Shepherd's Staff Food Pantry-Needs Assessment (Approval of Minutes)

Community Development Block Grant Program
FY2014 Application

COMMUNITY NEEDS ASSESSMENT (PAGE 2 OF 4)

C. COMMUNITY FACILITIES (Address & complete at public hearing)	DOESN'T EXIST	GOOD	FAIR	POOR	
1. Community Center		✓			
2. Senior Citizen Center		✓			
3. Historic Preservation		✓			
4. Sheltered Workshop		✓			
5. Hospital(S)		✓			
6. Infant/Day Care		✓			
7. Mental Health Counseling Services		✓			
8. Senior Citizen Transportation		✓			
9. Teen/Youth Center				✓	
10. Drug Abuse Prevention/Rehabilitation		✓			
11. Crime Prevention Program			✓		
12. Community Theater			✓		
13. Library		✓			
14. Other (List):					
D. HOUSING (Required by all applicants - may be completed using census data rather than public hearing. The following website is a good source for this information: http://www.census.gov/hhes/www/housing/ahp/ahp.html)	SINGLE FAMILY	MULTI-FAMILY	OWNER	RENTAL	
1. Number Of Occupied Housing Units	2522	1332	2330	1524	
2. Number Of Housing Units Occupied By LMI (80% Or Less Of Median Income)	417				
3. Number Of Housing Units Occupied By Very Low Income (50% Or Less Of Median)	1603				
4. Number Of Housing Units Occupied By Extremely Low Income (30% Or Less Of Median)	1028				
5. Number Of Substandard Housing Units					
6. Vacancy Rate (%)	7%		1.7%	2.9%	
7. Number Of Dilapidated Units Requiring Demolition					
8. Number Of Occupied Dilapidated Units					
9. New Housing Units Needed To Provide Housing For New Employment					
10. Number Of Housing Units Needed To Replace Housing To Be Demolished					
11. Number Of Affordable Housing Units Available					
12. Number Of Rent-Subsidized Units					
13. Number Of Units Needing Rent Subsidies					
14. Number Of Units Available For Person With Special Needs (Physically Or Mentally Challenged)					
15. Number Of Housing Units Needed For Persons With Special Needs					
E. HOUSING MARKET WITHIN COMMUNITY (Required by all applicants - may be completed using census or local housing data rather than at public hearing)	AVAILABILITY (Check one)				
	LOW		HIGH		
1. Duplexes For Rent	1	2	3	4	5
2. Medium To Large Apartments (2+ Bedrooms)	1	2	3	4	5
3. Low Priced Single Family Homes (Under \$40,000)	1	2	3	4	5
4. Medium Priced Single Family Homes (\$40,000 To \$90,000)	1	2	3	4	5
5. High Priced Single Family Homes (Over \$90,000)	1	2	3	4	5

Communication: Sheperd's Staff Food Pantry-Needs Assessment (Approval of Minutes)

Community Development Block Grant Program
FY2014 Application

COMMUNITY NEEDS ASSESSMENT (PAGE 3 OF 4)

F. COMMUNITY HEALTH ENVIRONMENT (Address & complete at public hearing)		G. AVAILABILITY (Check one)				
	LOW				HIGH	
1. Primary Care Physicians	1	2	3	4	5	
2. Health Care Specialists	1	2	3	4	5	
3. Walk-In Clinics	1	2	3	4	5	
4. Mobile Clinics	1	2	3	4	5	
5. Dentists	1	2	3	4	5	
6. Home Care Services	1	2	3	4	5	
7. Licensed Child Care	1	2	3	4	5	
8. Youth/Elderly Services	1	2	3	4	5	
9. Substance Abuse Programs	1	2	3	4	5	
10. Patient Transportation Services	1	2	3	4	5	
11. EMS/911	1	2	3	4	5	
G. EDUCATION PROFILE (Address & complete at public hearing)		H. AVAILABILITY (Check one)				
	LOW				HIGH	
1. Preschools	1	2	3	4	5	
2. Public Schools	1	2	3	4	5	
3. Private Schools	1	2	3	4	5	
4. Vocational Schools	1	2	3	4	5	
5. Community Colleges	1	2	3	4	5	
6. Universities	1	2	3	4	5	
7. Continuing Education	1	2	3	4	5	
8. Employer-Based Skills Training	1	2	3	4	5	
9. Cooperative School-Business Partnerships	1	2	3	4	5	
10. Shared School Facilities (Recreation, Library, Etc.)	1	2	3	4	5	
11. Entrepreneurship Training	1	2	3	4	5	
12. Children's Groups (4-H, Scouts, Etc.)	1	2	3	4	5	
13. Other (List):	1	2	3	4	5	
H. ECONOMIC DEVELOPMENT (Required by all applicants - may be completed using local data)						
1. Average Rate Of Unemployment For The County For The Past Six Months (Percentage):					%	
2. Average Rate Of Unemployment For The County For The Past Year (Percentage):					%	
3. Average Work Force Age (Example - 20-30, 30-40, 40-50, 50-60, 60+):						
4. What Are The Community's Predominate Job Skills? ☐ Skilled Jobs ☐ Non-Skilled Jobs						
5. Education Level For Most Of The Work Force (Check The One That Best Represents The Community) ☐ High School ☐ College/University ☐ Specialty/Vocational						
6. Does The Community Have An Enterprise Zone? ☐ Yes ☐ No						
7. Is The Community Planning To Obtain An Enterprise Zone? ☐ Yes ☐ No						
8. Does The Community Currently Have An Industrial Park? ☐ Yes ☐ No						
9. If The Answer Is "Yes" To Item 8, Please Indicate If It Is ☐ Public ☐ Private ☐ Both						

Communication: Shepherd's Staff Food Pantry-Needs Assessment (Approval of Minutes)

Community Development Block Grant Program
FY2014 Application

COMMUNITY NEEDS ASSESSMENT (PAGE 4 OF 4)

10. Describe The Following Conditions Of Any Present Industrial Park(S): (Please Check The Appropriate Box)	Doesn't Exist	Good	Fair	Poor
A. Roads				
B. Sewer				
C. Water				
D. Electric	☐	☒	☐	☐
E. Gas				
F. Lighting				
G. Rail				

11. Describe Any Actions Proposed To Stimulate Employment And Private Investment:
Economic Development Direction travels to meet with prospective businesses, partners with Cass County ED group and Missouri Partnership

EMPLOYMENT OPPORTUNITIES (Address & complete at public hearing)	AVAILABILITY (check one)				
	LOW			HIGH	
1. Skilled Jobs	1	2	3	4	5
2. Non-Skilled Jobs	1	2	3	4	5
3. Job Training	1	2	3	4	5

J. IDENTIFY THE COMMUNITY'S TOP FIVE PRIORITY NEEDS IN THIS ASSESSMENT. LIST IN ORDER OF IMPORTANCE AND INTENTION TO ADDRESS:

1. Healthy Family & Children Initiatives
2. Good Water
3. Work Force Development
4. Skilled Jobs
5. Community College

K. DESCRIBE THE PROPOSED PROJECT AS IT RELATES TO THE TOP FIVE PRIORITIES:
The Food Pantry is included in the number one priority - Healthy Families and Children.

L. IF THE PROPOSED PROJECT DOES NOT APPEAR IN THE TOP FIVE COMMUNITY PRIORITIES, PROVIDE AN EXPLANATION:
NA

This Document Was Completed By Consensus (Where Required) Of The Participation Of A Pre-Application Public Hearing Held On June 2, 2014, And Subsequent Meetings Held On _____, 20_____. Supportive Documentation Of All Meetings (Minutes, Sign In Sheets) Is Attached.

SIGNATURE OF CHIEF ELECTED OFFICIAL

DATE

Communication: Sheperd's Staff Food Pantry-Needs Assessment (Approval of Minutes)



STAFF REPORT

TO: Board of Aldermen
FROM: Jerry Gibbs, Director
DATE: June 11, 2014
SUBJECT: WATER TREATMENT PLANT CAPITAL FACILITIES PLAN

Type of Item: *Approval*

Background: The Capital Facilities Plan (CFP) is an implementation plan incorporating the findings of the Burns and McDonnell contract to Reduce T&O causing compounds to below detection limits; Expand plant capacity from 2.4 to 3.0 MGD; Meet existing and future regulatory requirements; and Extend WTP life. The scope of the work was to Determine requirements for the WTP filters improvements; Complete a feasibility analysis and conceptual design for reuse of existing Chemical Feed/Electrical Building; Prepare a conceptual design for a new Chemical Feed/Electrical Building if reuse of the existing building is not feasible or of limited feasibility; Prepare a conceptual design for a new Ozone Building and associated ozone equipment; and Complete an “order of magnitude” opinion of probable cost for the Capital Facilities Plan.

The Missouri Department of Natural Resources (MDNR) requires an approved CFP before allowing a utility to move forward with the construction of any improvement. If the utility is seeking SRF, they must also be “ready to proceed”. The criterion is defined as any project that, at a minimum, has submitted a complete facility plan and has secured voter-approved bonds. SRF funding is not a sure thing. Each application is evaluated based on a point criteria. Higher the points, your priority level is higher. Staff is recommending a voter approved \$7M bond issue to improve Harrisonville’s water quality. The proper equipment, chemicals and filter material would be installed. It is estimated a 20% increase in the rates per 1000 gallons would be required. This would be equivalent to about \$2.00 increase per 1000 gallons per month. To eliminate taste and odor is an additional \$2.5M. The sale of the Kansas City Water Contract would free up a revenue stream sufficient to offset any additional rate impact to our customers.

Discussion: The Public Works Committee (PWC) has review the development of the CFP. Committee member/Alderman Colburn and Dickerson participated on the review committee to evaluate the conclusions of each technical memo. The PWC has forwarded a positive recommendation to:

- ✓ Adopting the “Baseline Approach” as a single project
- ✓ Incorporate the current Powder Activated Carbon system until ozone can be implemented
- ✓ Design and construct the processes to allow the incorporation of ozone at a later time
- ✓ Develop a design to replace the filter media, underdrains and improve the backwash

process immediately

The design of the improvements identified by the CFP will require about six months to complete. Design, MDNR plan approval and construction will take approximately two years. If the total design is delayed until funding is secured, it will require at least another six months. Staff is recommending proceeding with the design of the total improvements to the water plant.

A. Action Item (ID # 1437)

Approval of the Water Treatment Plant Capital Facilities Plan

Attachments:

Draft CFP ES 051914 (PDF)

Harrisonville Commission 062014 (3a) (PDF)



**Executive Summary & Conclusions
Technical Memorandum No.1
Harrisonville Water Treatment Plant**

Capital Facilities Plan

City of Harrisonville, Missouri

Project No. 76450

May 2014

Attachment: Draft CFP ES 051914 (1437 : WATER TREATMENT PLANT CAPITAL FACILITIES PLAN)

Executive Summary & Conclusions
Capital Facilities Plan

prepared for

**City of Harrisonville, Missouri
Harrisonville, Missouri**

May 2014

Project No. 76450

prepared by

**Burns & McDonnell Engineering Company, Inc.
Kansas City, Missouri**

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Attachment: Draft CFP ES 051914 (1437 : WATER TREATMENT PLANT CAPITAL FACILITIES PLAN)

EXECUTIVE SUMMARY

The existing Harrisonville Water Treatment Plant (WTP) was commissioned in 1971 and has a capacity of 2.4 MGD if run for 24 hours. Plant processes include rapid mix, coagulation, flocculation, sedimentation, filtration, and disinfection. Raw water is conveyed from Lake Harrisonville and treating the water can often be difficult with the existing WTP processes; process challenges include moderately low alkalinity, low turbidity and variable atrazine and manganese concentrations. Additionally, there are multiple aesthetical issues in the finished water that trigger complaints throughout the year. Customers often complain of poor water quality with a wide range of taste and odor (T&O) issues that lead residents and commuters to perceive that the water is not safe to drink.

This Capital Facilities Plan is a follow-up to the Water System Facilities Plan that was submitted to the City of Harrisonville in November 2013. The purpose of this Capital Facilities Plan is to detail the WTP improvements required to accomplish the following goals:

- Reduce T&O causing compounds to below detection limits;
- Expand plant capacity from 2.4 to 3.0 million gallons per day (MGD);
- Meet existing and future regulatory requirements; and
- Increase WTP life.

Evaluation of the existing facilities and potential T&O treatment alternatives identified a number of improvements required to meet the project goals listed above. These improvements are discussed briefly in the following paragraphs and in detail in the following chapters of this report. A number of improvements are recommended to be installed as quickly as possible to address the immediate WTP concerns of related to poor pre-treatment performance and the condition of the filters. These improvements will not only improve plant performance and operations but will also increase WTP life and future regulatory compliance as well as enhance protection of public health.

WTP Improvements

In order to meet the treatment challenges associated with the water supplied from Lake Harrisonville, modifications to the WTP's existing basins, chemicals, and filters are required, as well as addition of new facilities. These improvements will not only improve the WTP's treatment abilities but will also expand treatment capacity to 3.0 MGD of finished water. To distribute this additional water, a new high service pump station is also required. One additional benefit of new facilities are the opportunity to utilize

“green” and/or new high efficiency equipment including electrical gear, pumps, motors, and lighting to enhance the WTP project.

Chemicals and Chemical/Electrical Building

As part of the proposed improvements, modifications will be made to some of the types of chemicals used at the WTP, as well as the dosing amounts and locations of several existing chemicals. Additionally, the existing electrical equipment the WTP is aging and outdated (some systems have been in place for more than 40 years). This equipment is vital to WTP operation and is in need of replacement. In order to facilitate these changes and meet current building codes, modifications must be made to the existing chemical/electrical building. Several options were considered – including rehabilitation of the existing building, construction of an entirely new building, and combination of rehabilitation and new construction. Cost analysis indicated that construction of an entirely new building to house chemical and electrical equipment will be the most economical and functional option for the City. The existing building could be re-purposed as a storage facility.

Filters

A filter evaluation was conducted as part of this Capital Facilities Plan to determine the current condition of the filters and their ability to handle increased WTP flows. The tests conducted in the filter evaluation revealed the filters to be in extremely poor condition and in need of new media, underdrains, and backwash pumps. Filter media thickness was well below the MDNR standards and the media was dirty illustrating that the backwash pump and underdrain system are too small to clean the media. Completion of these improvements is vital to sustaining WTP operation at current capacities and will be required for expanding plant capacity.

Ozone

Treatment of T&O causing compounds to undetectable levels will require additional treatment above that provided by the existing treatment processes. Comparison of a number of technologies indicated that ozone would be highly effective and the most economical T&O treatment technology in terms of life-cycle costs. Ozone will provide additional process benefits that further reduce chemical costs and may be used as an alternate disinfectant in the future to meet more stringent regulatory requirements.

High Service Pump Station (HSPS)

The current high service pump station is poorly configured and access for maintenance of pipes and valves is highly limited. Working on the station requires the WTP to be completely taken out of service; therefore, no water will be produced for about a one day period. The pump capacities are limited, so in

order to distribute the additional flows that will be produced when the WTP capacity is expanded, larger pumps are required. A new HSPS will be constructed at the WTP and will also include two new backwash pumps.

Supply Improvements

While the WTP must be able to treat the expanded daily flows, the infrastructure for the WTP water supply must also be able to produce and convey higher water flows. A number of improvements to the supply system were identified in the Water System Facilities Plan, including the following:

- Lake Spillway Improvements;
- Intake Pumps and Power Supply Improvements;
- New Raw Water Main Booster Pump Station; and
- New PWSD#9 Emergency Connection.

Prioritization of Improvements

The proposed system improvements, as discussed above, are summarized in Table ES-1 and split into components to aid City officials in planning the phasing of these improvements. Each item is categorized either as Priority 1, Priority 2, or Other depending on urgency. Most of the improvements identified are classified as Priority 1. These improvements are high priority and should be implemented together as soon as possible. Priority 2 items include basin modifications and ozone; the operational order of the existing basins can be switched as a temporary solution and ozone can be added at a later date for T&O mitigation. Improvements to the filter building, construction of a new intake booster pump station, and a new raw water main are categorized as Other and can be completed later in the future.

Table ES-1: Priority Categorization of Recommended Improvements

Projects	Cost (\$MM)	Priority 1 (\$MM)	Priority 2 (\$MM)	Other (\$MM)
Previous Priorities:				
Intake Power Supply	0.4	0.4		
Spillway Improvement	0.5	0.5		
PWSD#9 Emergency Connection(s)	0.3	0.3		
Baseline WTP - Optimization:				
Site Work	0.4	0.4		
Chemical Building	2.1	2.1		
Filter Building Improvements (optional)	0.3			0.3
Basins	1.5		1.5	
WTP - HSPS	1.4	1.4		
Filter Improvements - Condition Issue	1.2	1.2		
Ozone - Minimize/Eliminate T&O	2.6		2.6	
Intake Pump & Raw WM BPS	1.3			1.3
Total	11.9	6.3	4.1	1.5

CONCLUSION

This report section details the conclusions of the Capital Facilities Plan. The Harrisonville WTP faces several process challenges to treating water from Lake Harrisonville, primarily due to influent water quality parameters, manganese concentrations, and the presence of T&O causing compounds as well as filters that are in critical condition and need of immediate upgrades.

The purpose of this Capital Facilities Plan is to detail the WTP improvements required to accomplish the following goals:

1. Reduce taste and odor (T&O) causing compounds to below detection limits;
2. Expand plant capacity from 2.4 to 3.0 million gallons per day (MGD);
3. Meet existing and future regulatory requirements; and
4. Increase WTP life.
5. While not part of the original goals, it was discovered during the filter evaluation that the condition of the filters are critical due to a lack of media, condition of the media, and inability to clean the filters; therefore, immediate replacement of the filtration system is required for current and future WTP operation and the enhancement of public health.

Evaluation of the existing facilities and potential T&O treatment alternatives identified a number of improvements required to meet the project goals listed above. Recommended improvements have been discussed throughout this report and include Baseline improvements to the WTP and addition of ozone for T&O mitigation. Other improvements were also identified during the previous studies conducted in 2013, including modifications to the raw water intake, development of emergency connections to PWSD #9, spillway improvements and filter improvements. These improvements are summarized in Table 8-1 and split into components to aid City officials in planning the phasing of these improvements. Each item is categorized either as Priority 1, Priority 2, or Other depending on urgency. Most of the improvements identified are classified as Priority 1. These improvements are high priority and should be implemented together as soon as possible. Priority 2 items include basin modifications and ozone, due to the fact that the operational order of the existing basins can be switched as a temporary solution and ozone can be added at a later date for T&O mitigation. Improvements to the filter building, construction of a new intake booster pump station, and a new raw water main are categorized as Other and can be completed later in the future.

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Intake Pump & Raw WM BPS	1.3			1.3
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Commission Workshop Water Facility Plan Harrisonville, MO

JUNE 20, 2014



Water Facility Plan

Primary Goals

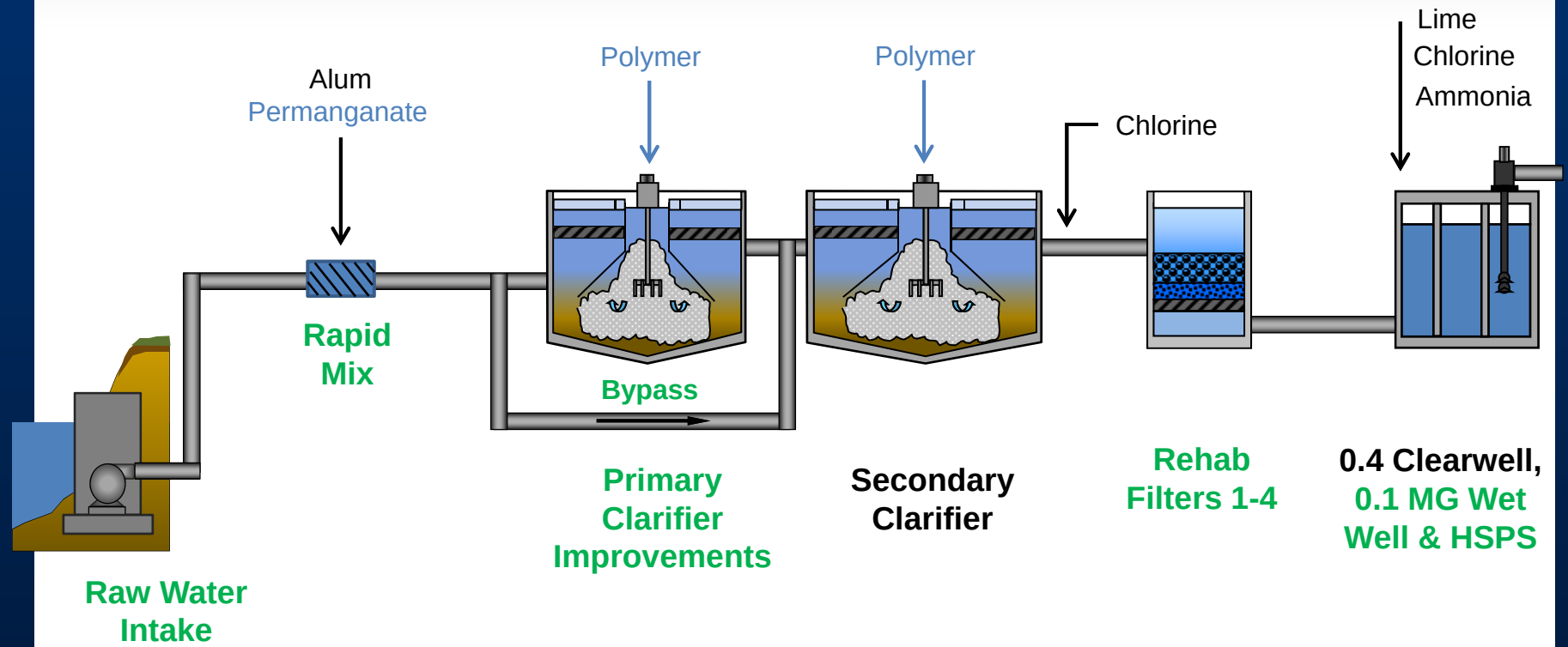
1. Protect Public Health
2. Avoid Critical Failure of the WTP
3. Improve Treatment Process & Assure Future Regulatory Compliance
4. Increase Capacity to 3 MGD
5. Extend WTP Life 20+ years
6. Eliminate Taste & Odor Complaints

Implementation

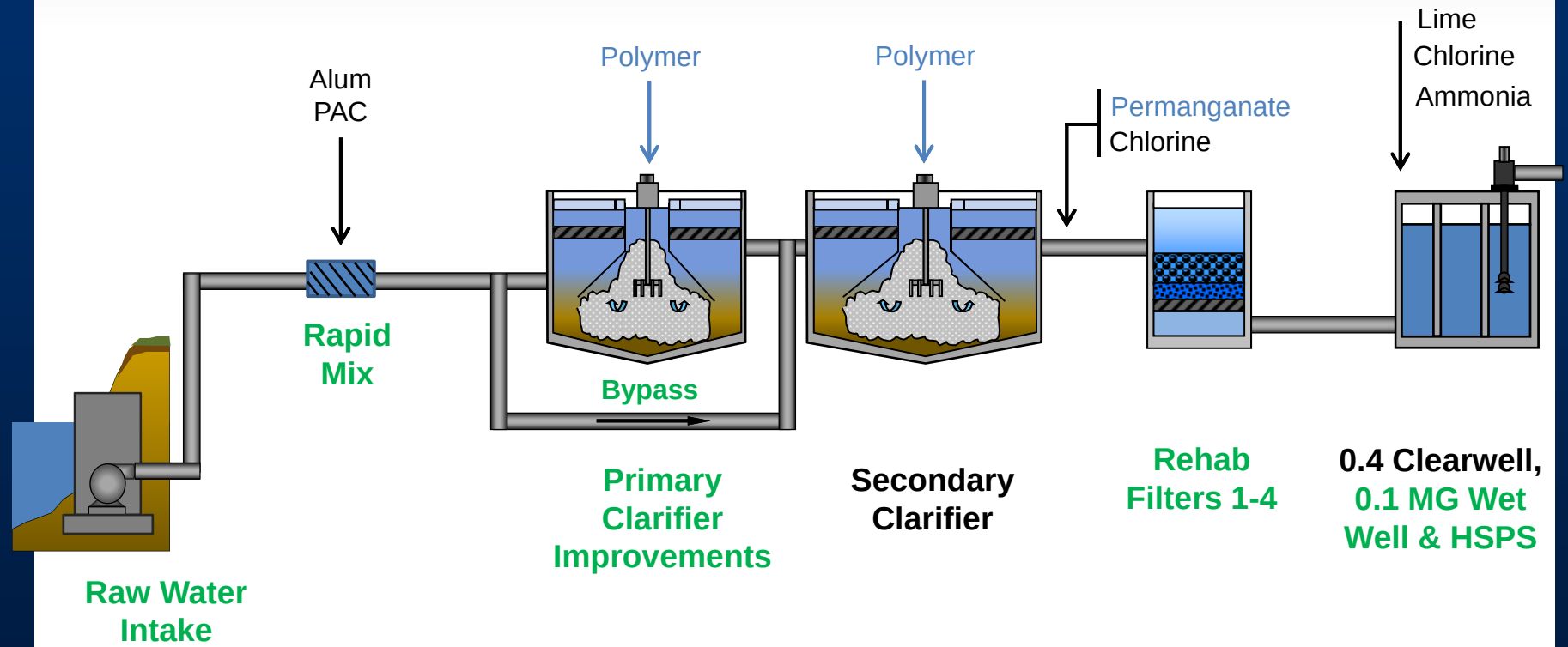
Next Steps

1. Proceed with single project approach of \$7.0MM (no impact on T&O)
2. Place bond issue before voters to increase water rates
3. Proceed with filter improvements for Winter 2014
4. Proceed with final design

Baseline WTP Improvements



Baseline with PAC WTP Improvements



WTP Alternative Cost Opinion Summary

	Baseline (Optimize Process)
WTP Improvements:	
Site Improvement	225,000
Chemical Building (New)	1,170,000
Filter Building	140,000
Basins	860,000
Filters	670,000
High Service Pump Station	770,000
Electrical, Instrumentation and Controls (EIC) / SCADA	770,000
Subtotal	4,605,000
Contingency	1,150,000
Other Costs	1,150,000
WTP Alternate Total	6,905,000
Ozone for T&O	2,570,000
Total	9,475,000

SRF Funding – Time is Critical

Revenue Bond Funding

- SRF (2.09%):
 - Were Due in February
 - Must be ready to proceed before commitment
 - Engineering grants may not be available next year
 - \$430,000/year on \$6.9M
- Municipal Bond
- Bond Issue – Rates to Support Bond

Schedule

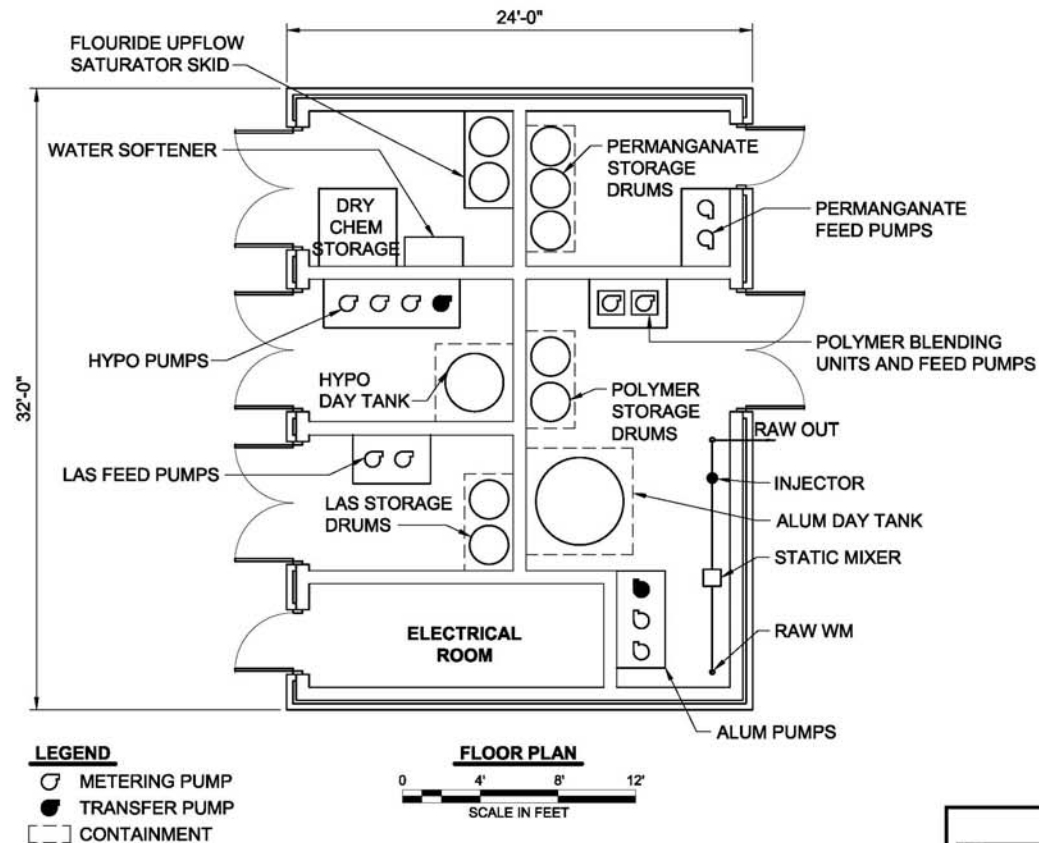
- Dictates Path Forward on Critical issues
- Filter Replacement \$1.5M
- 2 Years after SRF Funding Approval
- Reduce 6 Months by Initiating Full Design Now

Schedule

	2014		2015				2016
	Q3	Q4	Q1	Q2	Q3	Q4	Q1
Notice to Proceed	7/1/2014						
Survey/Geotech							
Design							
MDNR Approval							
Bid Phase							
Award							
Construction Phase							
Filter Upgrade							
Start-up							

Schedule is Funding Dependent

New Chemical Building

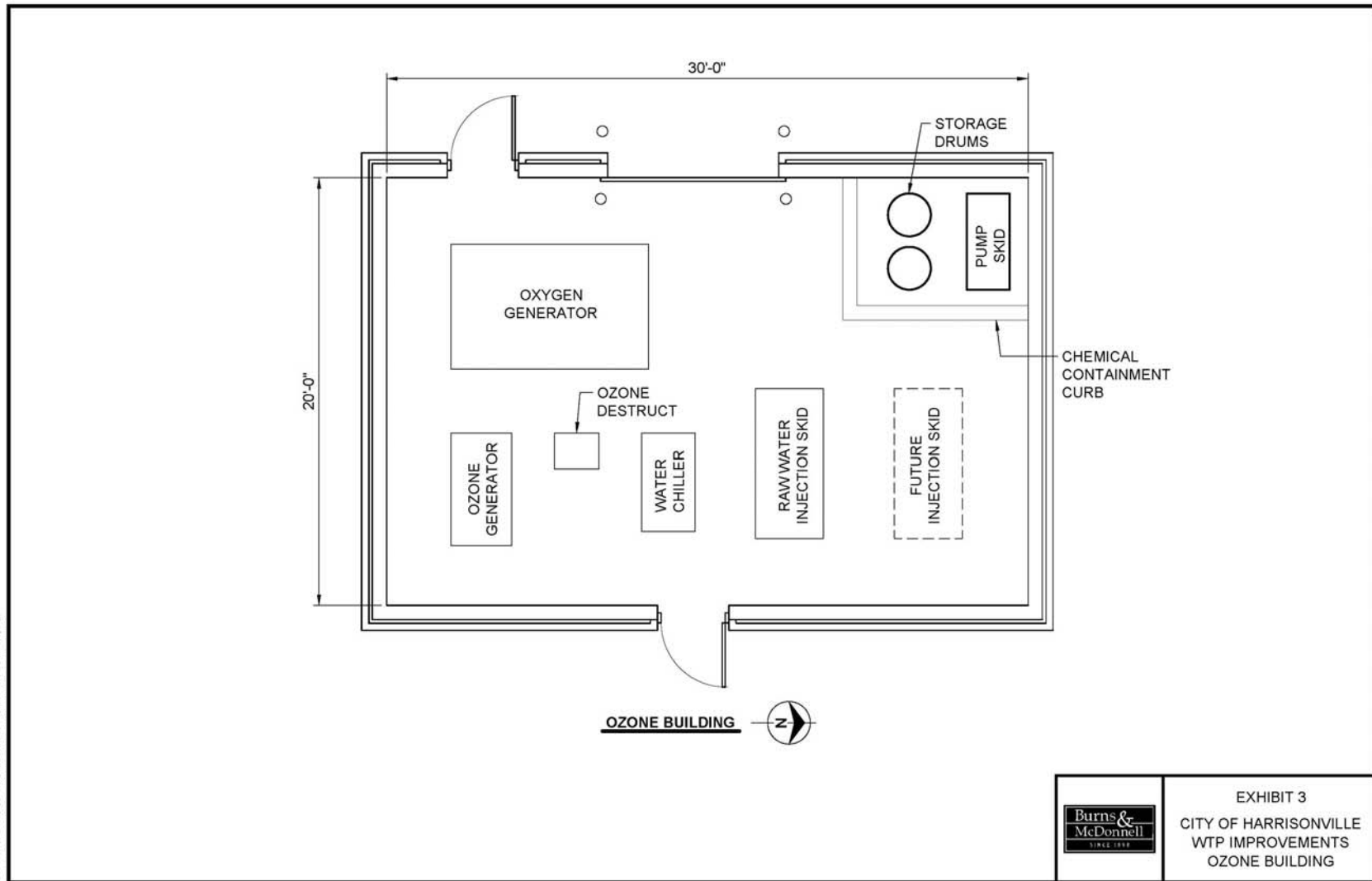


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EXHIBIT 5
CITY OF HARRISONVILLE
WTP IMPROVEMENTS
NEW CHEM FEED BUILDING

Ozone Building



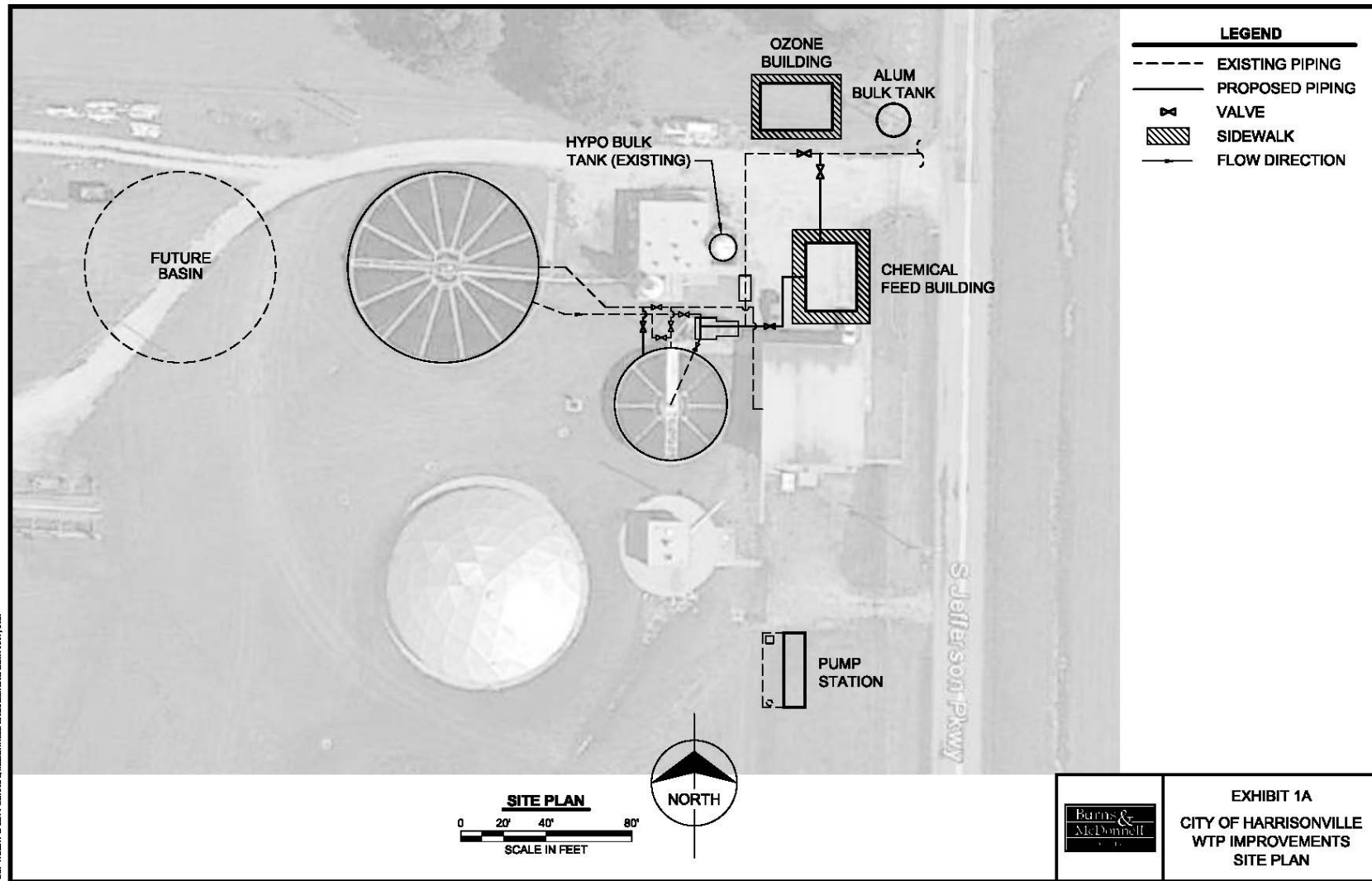
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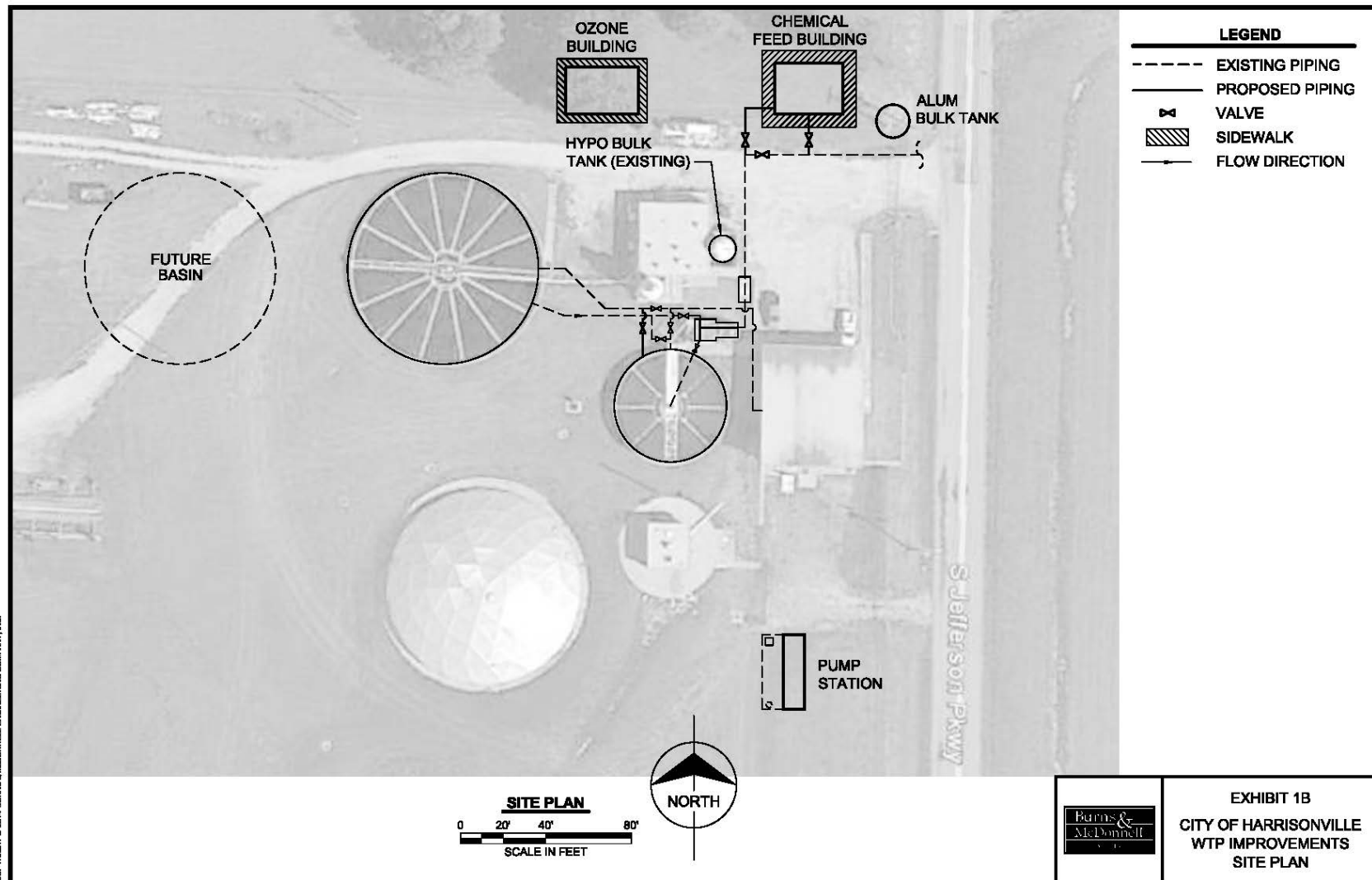


EXHIBIT 3
CITY OF HARRISONVILLE
WTP IMPROVEMENTS
OZONE BUILDING

Site Plan 1A



Site Plan 1B



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Chemical Building Cost Comparison

Scenario	Subtotal (\$MM)	Total (\$MM)
1. Existing Chemical / Electrical Building:		
Reuse Existing (4 of 6 Chemicals)	1.3	
Phase 1 of Ozone Building (2 of 6 chemicals)	1.0	2.3
2. New Chemical/Electrical Building	1.85	1.85



TO: Board of Aldermen
FROM: John Hofer, Director
DATE: June 11, 2014
SUBJECT: First Baptist Church Event Permit (Road Closure)

Type of Item: *Approval*

Issue: The applicant Karen Roberts, Children's Director at First Baptist Church is requesting the closure of Butler Street for a Vacation Bible School event.

Background: The applicant is requesting the closure of Butler Street from Pearl Street to Chestnut Street on Friday July 18, 2014 for vacation bible school (VBS) from 5:00 pm to 9:00 pm. Attendants of VBS will be having events in the field across the street from the church and the closure of Butler Street will provide safe access back and forth from the field. The street department will provide the barricades and the applicant will be responsible for set-up and dismantling the barricades thus there is no cost for city services for this event. At the time of this writing the applicant has not provided the necessary insurance coverage.

Recommendation: Staff is recommending approval for the amendment of this ordinance.

B. Action Item (ID # 1441)

First Baptist Church Seeks Approval of a Special Event Permit (Road Closure)



STAFF REPORT

TO: Board of Aldermen
FROM: Rick Deluca, Director
DATE: June 11, 2014
SUBJECT: Burris Ridge Duplexes MHDC

Type of Item: Approval**Issue:**

The applicant is requesting support for their MHDC application.

Background:

In 2005 five applications were submitted as part of the Burris Ridge development: rezoning from "R-1" Single Family Residential to "RP-1", "RP-2", "C-0" and "C-1". A preliminary plat application was also submitted. The City approved the zoning amendments and preliminary plat. Since 2005 the first phase of the development was constructed, but has failed to build out (which is not uncommon in today's economy). The preliminary plat had also expired.

The developer is proposing to develop the original duplex portion of the development for the project. This would include 21 duplexes/42 units and a community building. As they proceed, a preliminary plat and final plat will have to be submitted and approved. Infrastructure will also need to be constructed.

A project narrative, photographs (from similar developments), architectural renderings, list of materials and preliminary plat are attached for your information.

NOTE: The developer is requesting letters of support from the Mayor and Board. This is not uncommon with MHDC applications. Letters will be available at the meeting if you wish to sign the letter and give it to the developer for inclusion into their MHDC application material.

C. Action Item (ID # 1440)

Burris Ridge Developer requests Letters of Support to submit to MHDC to build Duplexes

Attachments:

Burris Ridge Duplexes MHDC Materials (PDF)

Burris Ridge Duplexes MHDC BOA Staff Report 2014 (PDF)

Community Building - Burris Ridge (PDF)

Duplex Elevation 1 MHDC (PDF)

Duplex Elevation 2 MHDC (PDF)

Duplex Floor Plan (PDF)

Letter - Burris Ridge MHDC (PDF)

Prelim Plat Burris Ridge 2nd Plat (PDF)

Site Plan Burris Ridge MHDC (PDF)

**Project Materials Overview
For
Burris Ridge
Senior Housing Development

Harrisonville, Missouri**

1. Exterior Finishes / Characteristics:

- **Shingles** -Architectural, 30 year warranty
- **Stone** -Thin stone veneer
- **Siding** -Cement siding, resisting rotting, cracking or splitting, 30 year warranty
 - a) Lap siding
- **Porches** - Front and back porches

2. Interior Finishes / Characteristics:

- **Wood Floor** - 5" Engineered, wide plank
- **Ceramic Tile** -14" x 14" glazed ceramic
- **Carpet** - Frieze, long lasting, durable, easy to clean
- All units to have **pull chord safety measures** to alert local, emergency responders in case of medical need.
- A **security system** for emergency notification for the police, ambulance and the fire department
- **Washer/dryer hookups**
- The homes will be built to meet the **National Association of Home Builders National Green Building Program Standards**, meaning use of energy efficient appliances and mechanical systems.

3. Grounds:

- **Landscaped** with mature trees, bushes and plants/flowers

:



[Home](#) > [Flooring Products](#) > [Hardwood](#) > [Armstrong Hardwood](#) > Walnut - Allspice

Walnut - Allspice

5 in. Engineered Hardwood Wide Plank



Other Colors



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[DETAILS](#) [INSTALLATION](#) [TRIM AND MOLDINGS](#) [FLOOR CARE](#) [REVIEWS](#)

SPECIFICATIONS

Category	Floors
Flooring Type	Hardwood Flooring
Species	Walnut
Product Number	GCW452ALLG
Collection	Century Farm
Performance Class	Best
Flooring Costs	Get Flooring Estimate
Warranty	Residential Warranty : 25 years Armstrong Hardwood Warranty (PDF-570KB)
Construction	Engineered
Finish System	HartGuard Deluxe

LOOK

Color	Allspice
Design / Texture	Hand-scraped
Gloss Level	Low Gloss
Edge Type	Beveled Edge / Beveled Ends

MEASUREMENT

Width	5 in.
Length	Varying Lengths: 9 - 46.5 in.
Thickness	1/2 in.
Sq. Foot per Carton	28

FIND A STORE

Enter Postal Code

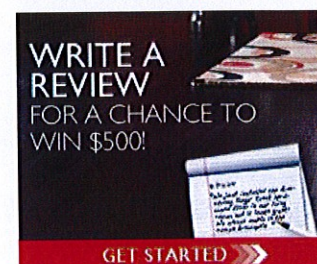
Note: Not all retailers carry all products.
 Check with your retailer for availability.

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LEARN ALL ABOUT HARDWOOD

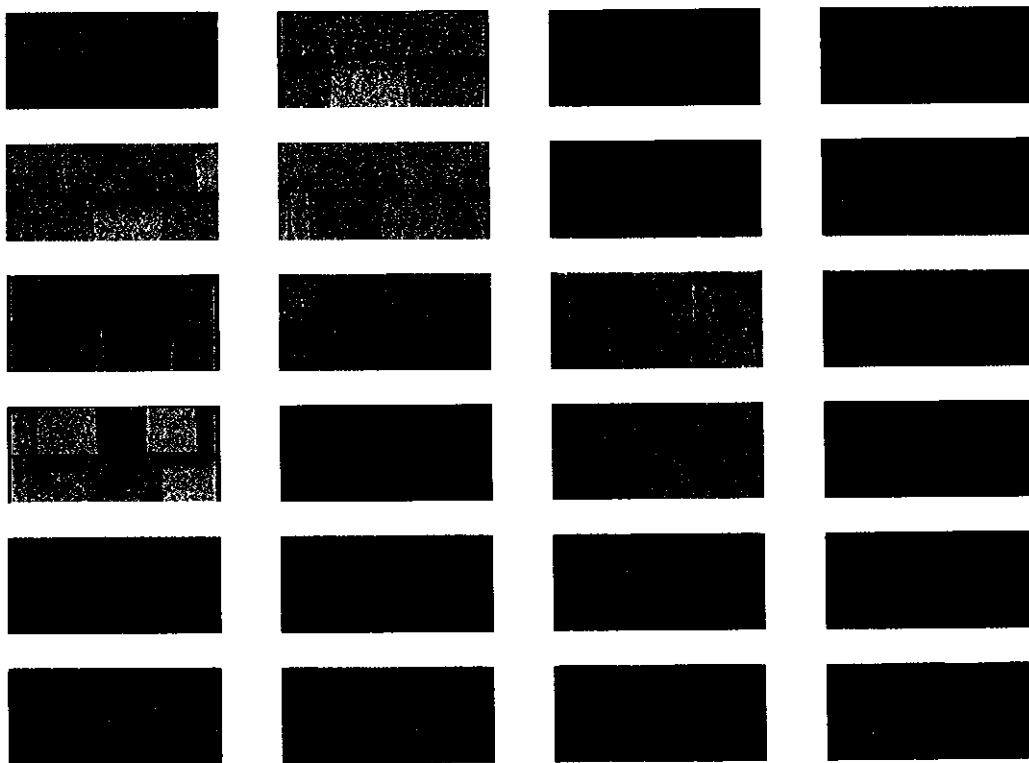
Everything you need to know about
 Hardwood flooring is right here.

[Flooring 101 Hardwood](#)



TAMKO Heritage 30 Architectural Shingles (30-year Warranty)

(click any image to view a larger photo)



Description

- * Heritage 30 shingles feature a rich Shadowtone granule blend that creates the dimensional appearance of wood shakes, without the high cost or fire-safety concerns
- * They also feature a random-cut design that eliminates zipper patterns to create that natural look
- * All Heritage 30 shingles feature double layers of durable fiberglass mat for strength
- * Each layer is coated on both sides with weathering-grade asphalt and topped with ceramic mineral granules
- * Self-sealing strip of asphalt helps provide added wind resistance
- * A 10-year algae limited warranty provides for cleaning of discoloration caused by certain algae growth that may occur in high humidity areas

Warranty

- * 30-year, limited product warranty
- * 10-year Algae Relief-Algae Cleaning limited warranty
- * 5-year, 80 mph wind warranty
- * Warranty is transferable
- * See Warranty for complete details

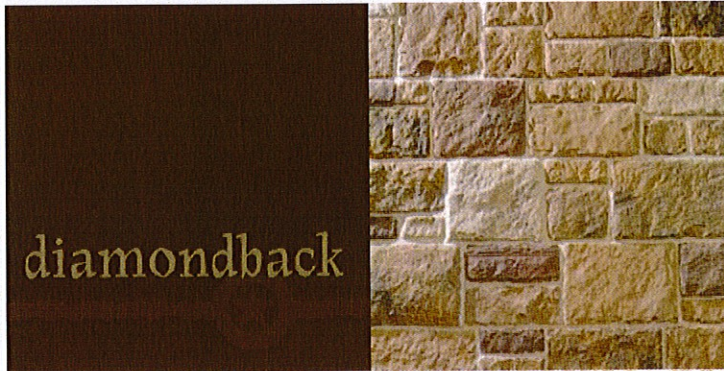
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chalk

Chalk is medium-sized stone that combines chiseled looks with the structured simplicity and raw beauty of cut limestone. The strength and appeal of chalk lies in its versatility: It works admirably in a variety of commercial and residential applications. Its effect is to present a perfect balance between symmetry and motion. Whether the choice is the darker hues of Apache or the light, airy look of Brazos, the effect is the same: an earthy feel of informal integrity.



apache : austin : brazos : diamond back : grey : hill country : marble falls : navarro : ozark : tahoe

[chalk](#)[ledgestone](#)[fieldstone](#)[castlestone](#)[chisel](#)[river rock](#)[stackstone](#)[red brick](#)



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Walnut Hardwood Flooring

Armstrong's walnut hardwood floors are spectacular and distinguished. Prized in any room, their handsome design allows for a one-of-a-kind look sure to generate interest and awe. Use walnut hardwood flooring in a variety of designs like traditional, transitional, or eclectic. The only limit to these floors is your imagination.

ALL FLOOR TYPES

Hardwood [Change](#)

COLOR



LOOK

Distressed Wood (7)
Hand-scraped Wood (12)
Specialty Wood (8)
Traditional Wood (7)
Parquet (1)

TYPE OF WOOD

Walnut [Change](#)

DIY LEVEL

Beginner (2)
Intermediate (26)
Advanced (7)

GLOSS

Medium Gloss (16)
Low Gloss (19)

BRAND

Armstrong (25)
Bruce (10)

SIZE

Plank (3 - 4 3/4 in.) (12)
Wide Plank (5 in. and up) (19)
Custom Pattern (4)

PRODUCTS

View Mode

Compare up to 4 products **COMPARE**

1 - 20 of 35 products



Hardwood Flooring
Walnut - Allspice
Engineered - 5 in.



Hardwood Flooring
Walnut - Antique Natural
Engineered - 5 in.



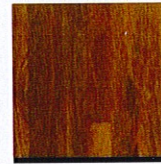
Hardwood Flooring
Walnut - Autumn Brown
Engineered - 5 in.



Hardwood Flooring
Walnut - Autumn Dusk
Engineered - 5 in.



Hardwood Flooring
Walnut - Bronze
Engineered - 3 in.



Hardwood Flooring
Walnut - Bronze
Engineered - 4 1/2 in.



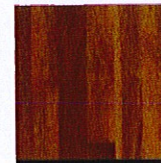
Hardwood Flooring
Walnut - Chickory
Engineered - 5 in.



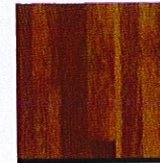
Hardwood Flooring
Walnut - Chickory
Engineered - 5 in.



Hardwood Flooring
Walnut - Cocoa Brown
Engineered - 5 in.



Hardwood Flooring
Walnut - Ginger
Engineered - 3 in.



Hardwood Flooring
Walnut - Ginger
Engineered - 4 1/2 in.



Hardwood Flooring
Walnut - Mediterranean Rustique
Engineered - 12 in.



Hardwood Flooring
Walnut - Mesa Brown
Engineered - 5 in.



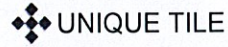
Hardwood Flooring
Walnut - Mesa Brown
Engineered - 5 in.



Hardwood Flooring
Walnut - Toasted Wheat
Engineered - 5 in.



Hardwood Flooring
Walnut - Vintage Brown
Engineered - 5 in.



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JULIA
Sizes *All prices are Retail


Almond
14 x 14
\$2.79 sq ft



Almond
2 x 2 Mosaic
12 x 12 Sheet
\$18.39 per sht



Almond
3 x 12
Bullnose
\$2.79 per pc



View/Print Specification PDF



Beige
14 x 14
\$2.79 sq ft



Beige
2 x 2 Mosaic
12 x 12 Sheet
\$18.39 per sht



Beige
3 x 12
Bullnose
\$2.79 per pc



Terra
14 x 14
\$2.79 sq ft



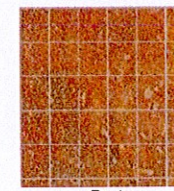
Terra
2 x 2 Mosaic
12 x 12 Sheet
\$18.39 per sht



Terra
3 x 12
Bullnose
\$2.79 per pc



Rust
14 x 14
\$2.79 sq ft



Rust
2 x 2 Mosaic
12 x 12 Sheet
\$18.39 per sht



Rust
3 x 12
Bullnose
\$2.79 per pc



Gray
14 x 14
\$2.79 sq ft



Gray
2 x 2 Mosaic
12 x 12 Sheet
\$18.39 per sht



Gray
3 x 12
Bullnose
\$2.79 per pc

Unique Tile 1364 N Kelly Nixa, Missouri P 417.725.5515 F 417.725.4411

Attachment: Burris Ridge Duplexes MHDC Materials (1440 : Burris Ridge Duplexes MHDC)

Stain Master Frieze carpet - 10 designer colors

Carpet



Q

Are you in the carpet market for a long lasting carpet that can last you for a decade or more? Are you planning wall to wall carpeting that will not track and get dirt easily? Then you may just be looking for a Frieze carpet. With having virtually zero track area and having low maintenance requirements, it may suit your needs quite perfectly.

Frieze carpets have a very high twist level compared to most rugs. It has around 9 twists per inch which makes it very springy and resilient to pressure. This resiliency and curliness makes it for all intents and purposes track free. Thus, these carpets are highly used for areas with high traffic. The coiling of the material in different directions is what hides the tracks. This type of carpet also is usually made with very soft, very fine fabrics so it feels very feet friendly.

Aside from the fact that the Frieze carpet hides and diminishes tracks, it is also relatively easy to clean in comparison to other carpets. Also due to its high twist level, it hides dirt and grime fairly well so you have to do no more than the occasional vacuuming for this type of carpet.

The only downside of this type of carpet is that due to the fact that it is very springy and that the material tends to stick out in various directions, most carpets in this type are made in simple, block designs. Complex patterns in Frieze carpets are relatively hard to find but some manufacturers make up for it by combining colors for a more textured effect.

Brochures Request a Consultation Where to Buy

Why Hardie Products Technical Support Photo Gallery Continuing Education Company Info

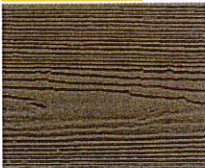


HardiePlank® lap siding offers the beauty and traditional look of wood siding while providing very non-wood like benefits — low maintenance and an unmatched resistance to weather damage in wet and humid climates, all while retaining its natural beauty. Our proprietary ColorPlus® Technology combines a professionally developed color palette with a multi-coat, baked-on color application process. Our siding is also ideal for blending the look of a commercial building into a residential environment.



[Click here for color availability](#)
[Get more information about ColorPlus](#)

Select Cedarmill®



Thickness: 5/16"
 Weight: 2.3 lbs./sq. ft.
 Length: 12' planks

WIDTHS	5.25"	6.25"	7.25"	8.25"	9.25"	12.0"
EXPOSURE	4.0"	5.0"	6.0"	7.0"	8.0"	10.75"
COLORPLUS®	*	*	*	*	*	*
PRIMED	*	*	*	*	*	*

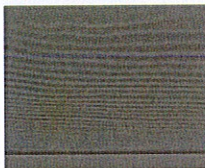
Smooth



Thickness: 5/16"
 Weight: 2.3 lbs./sq. ft.
 Length: 12' planks

WIDTHS	5.25"	6.25"	7.25"	8.25"	9.25"	12.0"
EXPOSURE	4.0"	5.0"	6.0"	7.0"	8.0"	10.75"
COLORPLUS®	*	*	*	*	*	*
PRIMED	*	*	*	*	*	*

Beaded Cedarmill®



Thickness: 5/16"
 Weight: 2.3 lbs./sq. ft.
 Length: 12' planks

WIDTHS	8.25"
EXPOSURE	7.0"
PRIMED	*

Beaded Smooth®



Thickness: 5/16"
 Weight: 2.3 lbs./sq. ft.
 Length: 12' planks

WIDTHS	8.25"
EXPOSURE	7.0"
PRIMED	*

Colonial Roughsawn®



Thickness: 5/16"
 Weight: 2.3 lbs./sq. ft.
 Length: 12' planks

WIDTHS	8.0"
EXPOSURE	6.75"
PRIMED	*

Colonial Smooth®

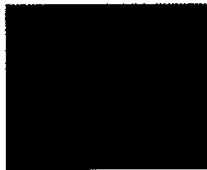
Thickness: 5/16"
 Weight: 2.3 lbs./sq. ft.



12' planks
WIDTHS 8.0"
EXPOSURE 6.75"
PRIMED *

Thickness: 5/16"
Weight: 2.3 lbs./sq. ft.
Length: 12' planks

WIDTHS	8.25"	9.25"
EXPOSURE	7.0"	8.0"
PRIMED	*	*

Rustic Cedar

Thickness: 5/16"
Weight: 2.3 lbs./sq. ft.
Length: 12' planks
WIDTHS 8.25"
EXPOSURE 7.0"
PRIMED *

Length:

Rustic Cedar EZ Line® alignment

Copyright 2011 James Hardie Building Products, Inc.

Attachment: Burris Ridge Duplexes MHDC Materials (1440 : Burris Ridge Duplexes MHDC)

M E M O R A N D U M

TO Mayor Wood & Board of Aldermen

FROM Rick DeLuca, Director of Community Development

DATE June 5, 2014

SUBJECT Burris Ridge Duplexes

Type of Item: Action Items

Issue:

The applicant is requesting support for their MHDC application.

Background:

In 2005 five applications were submitted as part of the Burris Ridge development: rezoning from "R-1" Single Family Residential to "RP-1", "RP-2", "C-0" and "C-1". A preliminary plat application was also submitted. The City approved the zoning amendments and preliminary plat. Since 2005 the first phase of the development was constructed, but has failed to build out (which is not uncommon in today's economy). The preliminary plat had also expired.

The developer is proposing to develop the original duplex portion of the development for the project. This would include 21 duplexes/42 units and a community building. As they proceed, a preliminary plat and final plat will have to be submitted and approved. Infrastructure will also need to be constructed.

A project narrative, photographs (from similar developments), architectural renderings, list of materials and preliminary plat are attached for your information.

NOTE: The developer is requesting letters of support from the Mayor and Board. This is not uncommon with MHDC applications. Letters will be available at the meeting if you wish to sign the letter and give it to the developer for inclusion into their MHDC application material.















BARON DESIGN & ASSOCIATES, LLC.



Llamra Plaza 1855 S. Ingram Mill, Suite 201
Springfield, MO 65804
Ph. 417-877-9800, Fax 417-877-9802

BURRIS RIDGE
HARRISONVILLE, MISSOURI

FOUR CORNERS DEVELOPMENT, LLC

Project No:
Drawn by: CLL
Approved: RAB
Date: 06-06-14
ELEV. CB

ELEVATION - COMMUNITY BUILDING

Scale: 1/8" = 1'-0"



BARON DESIGN & ASSOCIATES, LLC.



Llamra Plaza 1855 S. Ingram Mill, Suite 201
Springfield, MO 65804
Ph. 417-877-9800, Fax 417-877-9802

BURRIS RIDGE
HARRISONVILLE, MISSOURI

FOUR CORNERS DEVELOPMENT, LLC

Project No:
Drawn by: CLL
Approved: RAB
Date: 06-06-14

ELEV. 1

ELEVATION - DUPLEX (SCHEME 1)

Scale: 1/8" = 1'-0"



BARON DESIGN & ASSOCIATES, LLC.



Llamra Plaza 1855 S. Ingram Mill, Suite 201
Springfield, MO 65804
Ph. 417-877-9800, Fax 417-877-9802

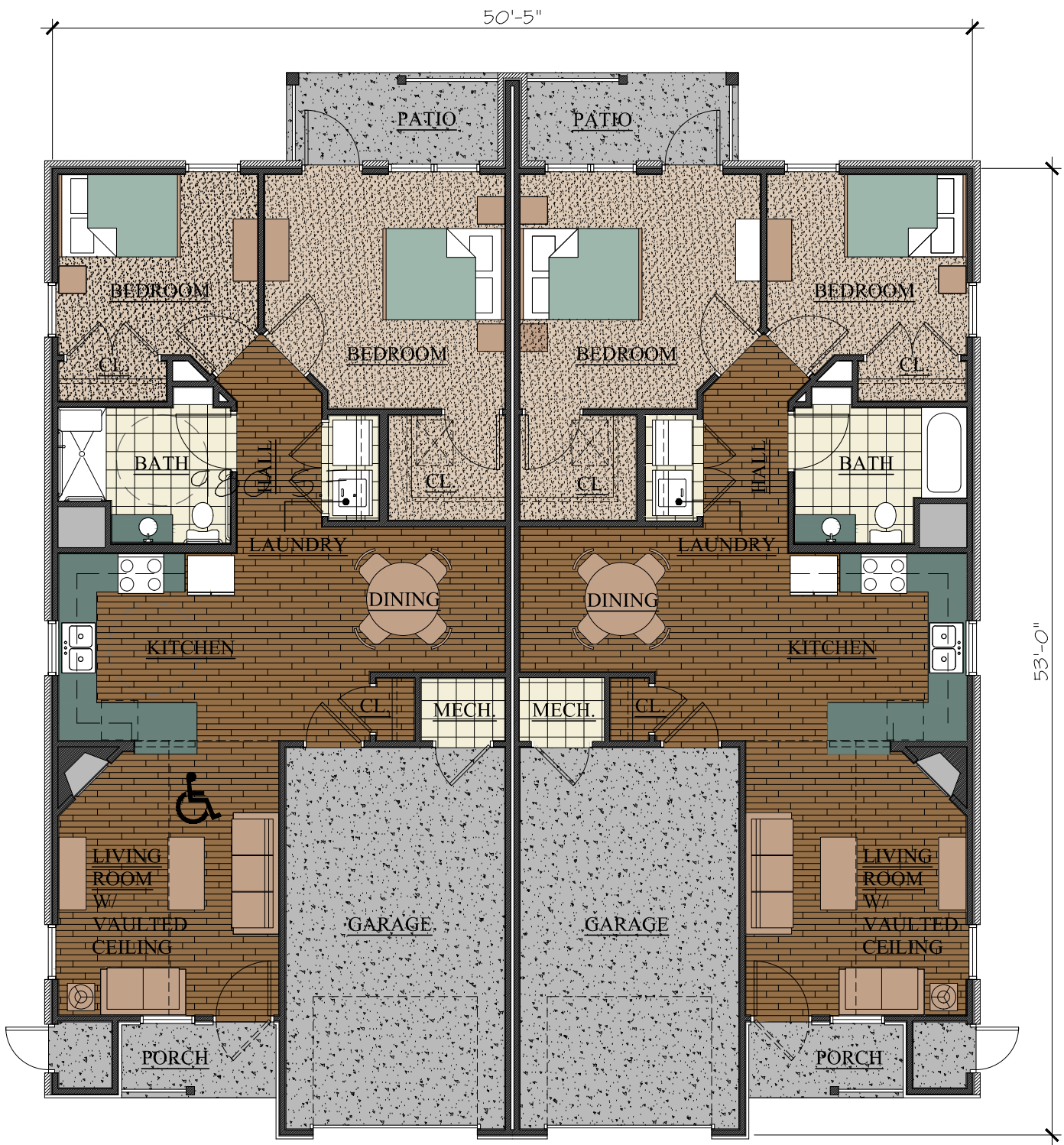
BURRIS RIDGE
HARRISONVILLE, MISSOURI

FOUR CORNERS DEVELOPMENT, LLC

Project No:
Drawn by: CLL
Approved: RAB
Date: 06-06-14
ELEV. 2

ELEVATION - DUPLEX (SCHEME 2)

Scale: 1/8" = 1'-0"



PER UNIT:

980 SQFT LIVING

275 SQFT GARAGE

90 SQFT PORCHES

1,345 SQFT TOTAL

BARON DESIGN & ASSOCIATES, LLC.



Hamra Plaza 1855 S. Ingram Mill, Suite 201
 Springfield, MO 65804
 Ph. 417-877-9800, Fax 417-877-9802

BURRIS RIDGE
 HARRISONVILLE, MISSOURI

FOUR CORNERS DEVELOPMENT, LLC

Project No:
 Drawn by: CLL
 Approved: RAB
 Date: 06-06-14
 PLAN-DUPLEX

FLOOR PLAN - DUPLEX

Scale: 1/8" = 1'-0"



Four Corners Development, L.L.C.

June 6, 2014

City of Harrisonville
and Council Members

RE: Burris Ridge Townhomes
Development Narrative

To Whom It May Concern:

Four Corners Development, L.L.C. is pleased to present this application to the Missouri Housing Development Commission for the development of the Burris Ridge Townhomes. Four Corners Development is proposing the construction of 42 new housing units designed to meet the needs of the seniors in the Harrisonville area. All 42 units will be restricted to households earning 60% AMI or below.

Burris Ridge Townhomes will also serve the community with an attractive development that is located on an excellent site in Harrisonville, Missouri that we believe will be perfect for seniors. Green spaces and the predominantly brick/stone exteriors of the buildings will fit well within the surrounding neighborhood. The property will include 21 duplex buildings. The forty-two 2-bedroom units will each have 980 sq. ft. of living space and a 275 sq. ft. one car garage, one bathroom, hardwood and ceramic tile floors, fireplace, security alarms, a washer, a dryer, ceiling fans, and Energy Star rated appliances. In addition to typical appliances, the kitchens will have microwaves.

Its resident seniors will also benefit from a 1,990 sq. ft. Community Building which will include Community/Gathering Spaces (*indoor and outdoor*), kitchen, fitness area, computer workstations, wellness room, as well as a gazebo to accommodate the needs of our seniors.

Four Corners is dedicated to providing energy efficiency through the NAHB Green Certification program. Energy efficient units equates to lower utility bills for our families. Four Corners Development has committed to having this project achieve NAHB Bronze Level Certification

Four Corners Development, L.L.C. brings together a partnership of four individuals who have been very active in the local real estate market. Ryan and Doug Hamilton, who have established themselves in the field of affordable housing development, construction, and management, are helping to expand the development experience of two real estate professionals who have extensive experience in other real estate roles: Rita Baron, who has been involved in the design and construction of affordable housing real estate and is a woman owned business with her WBE Certification, and Mike Hamra, who has worked in conventional commercial and residential construction.



Four Corners Development presents a capable, well-rounded team that is focused on serving the housing needs of the low to moderate income seniors, rebuilding the greater Harrisonville metropolitan area, and providing jobs to the local economy. It shares MHDC's values for quality housing, useful amenities, and cost effectiveness, and it is likewise committed to the participation of minority and women owned businesses.

Sincerely,

FOUR CORNERS DEVELOPMENT, L.L.C.



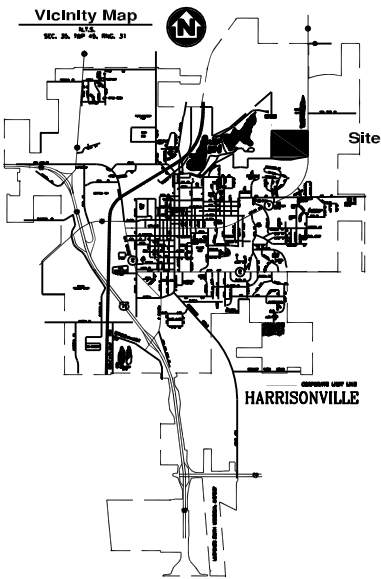
J. Ryan Hamilton
Presiding Manager



BURRIS RIDGE 2ND PLAT

A SUBDIVISION LOCATED IN THE SW 1/4 OF SECTION 35, TOWNSHIP 45N, RANGE 31W, HARRISONVILLE, CASS COUNTY, MISSOURI

LOTS 3-24



FND 3/4" BAR
THE NE CORNER OF THE
SW 1/4 OF SECTION 35,
TWN 45N, RNG 31W

POINT OF BEGINNING
N 73141.242
E 62025.226
E 61720.410

N 73141.242
E 62025.226

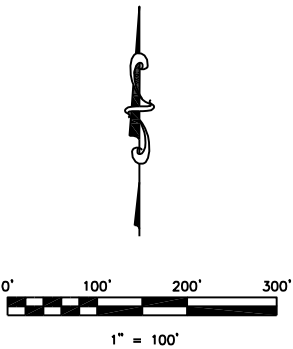
Centerline of Missouri State Highway No. 7

POINT OF BEGINNING
N 72444.838
E 61560.642

STA. 528+48.29

THE EAST LINE OF THE SW 1/4 OF
SECTION 35, TOWNSHIP 45N, RNG. 31W

- NOTES: 1. No access to Burris Drive for Lots 3, 10, & 11.
2. All utility easements adjacent to City street are 10' unless otherwise noted.
3. All utility easements on the rear of lots and side lot lines are 7.5' unless otherwise noted.
4. Project control is monument #114 from City of Harrisonville control system.
5. All rear lot corner will have 1/2" bor w/cap unless otherwise noted.
6. Curbs will be cut with a "+" to denote lot line extensions within 30 days of recording of plat.
- Δ = 5/8" Bor W/ Almn cap



FND STONE
NE CORNER OF
SECTION 2, TOWNSHIP 44N,
RNG 31W, USED FOR LINE

LEGAL DESCRIPTION:
Part of the SW 1/4 of Section 35, Township 45N, Range 31W, in the City of Harrisonville, Cass County, Missouri, more particularly described as follows: BEGINNING at the NW corner of Lot 1 of Burris Ridge 1st Plat, a subdivision located in said SW 1/4; thence N88°00'21"W along the North line of said SW 1/4, a distance of 310.00 feet; thence S02°00'00"W, a distance of 397.94 feet to a point on the North right of way line of Burris Drive, as it now exists; thence S88°16'00"E along said North right of way line, a distance of 22.70 feet; thence S84°27'10"E along said right of way line, a distance of 75.17 feet; thence S88°16'00"E along said right of way line, a distance of 212.28' to the SW corner of said Lot 1; thence N02°00'00"E along the West line of said Lot 1, a distance of 401.53 feet to the POINT OF BEGINNING, containing 2.86 acres, more or less, all being subject to easements, restrictions, and rights of way, and Part of the SW 1/4 of Section 35, Township 45N, Range 31W, in the City of Harrisonville, Cass County, Missouri, more particularly described as follows: BEGINNING at the SW corner of Lot 2 of Burris Ridge 1st Plat, a subdivision located in said SW 1/4; thence N02°00'00"E along the West line of said Lot 2, a distance of 250.00 feet to the NW corner thereof, said corner also being on the South right of way line of Burris Drive, as it now exists; thence N88°16'00"W along said right of way line, a distance of 77.00 feet; thence S87°55'09"W along said right of way line, a distance of 75.17 feet; thence N88°16'00"W along said right of way line, a distance of 28.09 feet to the NE corner of Lot 30 of said Burris Ridge 1st Plat; thence S02°00'00"W along the East line of said Lot 30 and its Southerly prolongation, a distance of 349.69 feet; thence S19°45'57"E, a distance of 123.61 feet; thence S46°27'46"E, a distance of 123.96 feet; thence S65°51'08"E, a distance of 140.23 feet; thence S88°15'58"E, a distance of 302.10 feet to a point on the Westerly right of way line of Missouri Highway 7, as it now exists; thence N15°46'36"E along said right of way line, a distance of 18.62 feet; thence N02°00'00"E along said right of way line, a distance of 81.72 feet; thence S88°00'00"E, along said right of way line, a distance of 5.00 feet; thence N02°00'00"E along said right of way line, a distance of 255.83 feet to a point on the South line of said Lot 2; thence N88°16'00"W along said South line, a distance of 400.00 feet to the POINT OF BEGINNING, containing 5.27 acres, more or less, all being subject to easements, restrictions, and rights of way.

Certification of Owner

The undersigned proprietors of the above described tract have caused the same to be subdivided in the manner as sh on the accompanying plat, which subdivision and plat shall hereafter be known as:

"BURRIS RIDGE 2ND PLAT"

All thoroughfares shown on this plat and not heretofore dedicated to public use are hereby so dedicated. An easement license is hereby granted to Harrisonville, Missouri to locate, construct and maintain, or to authorize the location, construction, and maintenance of conduits, water, gas and sewer mains, poles, wires and anchors and all or any of them up those areas outlined on this plat and designated by the words "Storm Sewer Easement" or abbreviated "S.E." and "Utilities Eo or abbreviated "U.E." and "Sanitary Sewer Easement" or abbreviated "S.S.E." Tract "A" is hereby dedicated to the Burris Ridge Homeowner's Association and is to be maintained by said Homeowner's association.

Building Lines, as shown, are abbreviated "B/L" and are hereby dedicated.
No Building structure may be located between said building line(s) and the street Right of Way.

In testimony whereof, FOUR CORNERS DEVELOPMENT, L.L.C., a Missouri Limited Liability Company has caused these presents to signed by its Member this _____ day of _____, A.D., 20____.

FOUR CORNERS DEVELOPMENT, LLC

By _____
J. Ryan Hamilton
Member

Certification of Notary

State of)
) SS
County of)

Be it remembered that on this _____ day of _____, 20____, before me, a not public in and for said County and State, came _____, to me, personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

(SEAL)
Notary Public

My Commission Expires:

Certification of Planning & Zoning

This plat of Burris Ridge 2nd Plat has been submitted to and approved by the Harrisonville Planning and Zoning Commission this _____ day of _____, 20____.

Planning & Zoning Commission Chairman

Certification of Board of Alderman

This plat of Burris Ridge 2nd Plat, including easements and rights-of-way accepted by the Board of Alderman has been submitted to and approved by the Harrisonville Board of Aldermen by Ordinance No. _____, duly passed and approved by the Mayor of Harrisonville, Missouri, on the _____ day, of _____, 20____.

(SEAL)

Moyor

ATTEST:

City Clerk

City Engineer

Community Development Director

Entered on transfer record this _____ day of _____, 20____.
Deputy County Recorder of Deeds

N 87°39'05" W 543.19'

DISTANCE AND MONUMENT FROM MODOT PLANS FOR HIGHWAY IMPROVEMENTS

FND 1" PIPE
POINT ON THE SOUTH LINE OF THE
SE 1/4 OF SECTION 35, TOWNSHIP 45N, R31W

PREPARED FOR: FOUR CORNERS DEVELOPMENT LLC
356 S. CULPEPPER, SUITE 7
SPRINGFIELD, MO 65804
417-883-7887

HENLEY SURVEY CO.
PO Box 257
PLEASANT HILL, MO. 64080
816-716-3254

SURVEYOR'S CERTIFICATE
I hereby certify that the within survey is based on an actual survey made by me or under my direct supervision and that said survey was performed in accordance with the minimum requirements of th standards for property boundary surveys adopted by the Missouri Board for Architects, Professional Engineers and Land Surveyors.

Ronald H. Henley PLS 2005019211

Attachment: Prelim Plat Burris Ridge 2nd Plat (1440 : Burris Ridge Duplexes MHDC)

PROJECT DATA

GROSS BUILDING DATA (DUPLEX UNITS)		
NO.	DESCRIPTION	SF
21 BLDGS	2 BR/ 1 BA UNITS	
42 UNITS	LIVING 980 SF. + 275 SF. GARAGE + PORCHES 90 SF.	1,345 SF./UNIT 56,490 SF.

*HANDICAP ACCESSIBLE UNITS - 3 REQUIRED

GROSS BUILDING DATA (OFFICE/ COMM. BLDG.)	S.F.
COMMUNITY SPACE 1,990 S.F. + PORCHES 260 SF.	2,2500 SF.

PARKING (DUPLEXES)	
2.0 SPACES PER UNIT (INCL. GARAGE & DRIVEWAY)	
TOTAL SPACES PROVIDED	84 SPACES

PARKING (OFFICE/COMM. BLDG.)	
TOTAL SPACES PROVIDED	6 SPACES
*INCLUDING 1 H/C SPACE	



SCHEMATIC SITE PLAN

Scale: 1" = 120'-0"

BARON DESIGN & ASSOCIATES, LLC.



Hamra Plaza 1855 S. Ingram Mill, Suite 201
Springfield, MO 65804
Ph. 417-877-9800, Fax 417-877-9802

BURRIS RIDGE
HARRISONVILLE, MISSOURI

FOUR CORNERS DEVELOPMENT, LLC

Project No:
Drawn by: CLL
Approved: RAB
Date: 06-06-14
SITE PLAN



TO: Board of Aldermen
FROM: Larry Francis, Director
DATE: June 4, 2014
SUBJECT: Clinical Affiliation Agreement

Type of Item: *Agreement*

The attached agreement provides Jade Education the ability for their students to gain their clinical experience through our department. We have other agreements like this in place with other schools throughout the Kansas City Metro Area.

This agreement has been reviewed by legal counsel and changes have been made per their recommendation.

Staff recommends the approval of this agreement with Jade Education.

D. Action Item (ID # 1425)

Approval of Clinical Affiliation Agreement with Jade Education

Attachments:

Clinical Affiliation Agreement - Final - 2014 (DOC)

AGREEMENT FOR CLINICAL AFFILIATION

BETWEEN

HARRISONVILLE EMERGENCY SERVICES

AND

JADE EDUCATION

This agreement made and entered into as of the 1st day of July 2014 by and between Harrisonville Emergency Services hereinafter referred to as the "Service Agency" and Jade Education, hereinafter referred to as the "School".

WITNESSETH:

For and in consideration of the mutual undertakings of the parties as hereinafter stated, they do agree as follows:

- I. **TERM.** The term of the agreement shall be for one (1) year beginning July 1, 2014 after which it shall be automatically renewed for successive periods of one (1) year unless either party gives the other sixty (60) days' notice in writing of intention to terminate prior to the end of the then current term. Each of the parties shall review this agreement annually and shall also annually evaluate the effectiveness of this clinical affiliation.
- II. **AFFILIATION.** The Service Agency and the School do hereby affiliate for the clinical education of students in the EMT-B program. To that end, each party recognizes:
 - A. That the Service Agency and the School will each be responsible for their respective agency's own organization, administration, operation and financing of their responsibilities under this Agreement. Each shall maintain standards established by the recognized and appropriate bodies for efficient operation.
 - B. The autonomy of the Service Agency and School is recognized and either may enter into agreements with other parties at any time. The Service Agency and the School are independent agencies and neither shall be, nor have the authority to act as an agent, employee or partner of the other. This agreement shall not, under any conditions be constructed as an agency, employment or partnership agreement between the Service Agency and the School.
- III. **SPECIFIC RESPONSIBILITIES OF THE SERVICE AGENCY.** The Service Agency shall be responsible:

- A. To accept students for clinical education without regard to race, creed, national origin, sex, age, handicap, or religion.
- B. To make available the clinical areas pertinent for students' learning experiences, including the necessary equipment and supplies.
- C. To provide responsible supervision for students assigned to the Service Agency, with Service Agency staff maintaining sole responsibility for the patient care involved in the education.
- D. To inform the students and the instructors from the School of pertinent Service Agency personnel and administrative policies and procedures.
- E. To designate health professional, employed by the Service Agency to assume responsibility for the students' learning experience as necessary.
- F. To identify the number of students who can be accommodated for any clinical education period based upon adequate staff and patient census.
- G. To evaluate assigned students periodically using forms supplied by the School.
- H. To report to the School any student found to be lacking in qualities essential for services being provided for failure to conform to the rules and regulations of the Service Agency, for prolonged ill health or excessive absences, or for other reasonable cause.
- I. To offer students and instructors of the School medical assistance in emergency situations that may occur while the student or instructor is performing clinical rotations. The student will be responsible for the cost incurred.
- J. To ensure that students and instructors are made aware of and are encouraged to follow all Service Agency policies and procedures.

IV. SPECIFIC RESPONSIBILITIES OF THE SCHOOL. The School shall be responsible:

- A. To select and accept students for education without regard to race, creed, national origin, sex, age, handicap, or religion.
- B. To assign students to the Service Agency only those students who are affiliated with Jade Education's EMT-B program and who have met the requirements of the Program.
- C. To coordinate activities through the head of the department or his/her designee.
- D. To provide the Service Agency with:
 - 1. Advanced notice of students' assignments.
 - 2. Clinical evaluation and attendance forms.
 - 3. Clinical objectives for the rotation period.
 - 4. Expectations of students' performance.
 - 5. List of skills the student is expected to perform where applicable.
- E. Ensure that each student and instructor obtains and maintains professional liability insurance.
- F. To keep all permanent records and reports of the students' clinical performance and to maintain responsibility for students' evaluations.
- G. To require the students and instructors to show proof of receiving the Hepatitis B vaccination, a TB test within the past year, and infection control training.
- H. To terminate when requested by the Service Agency privileges afforded to any student and /or instructor under this agreement when such student and/or instructor violates term of this agreement or the policies and procedures of the Service Agency.

V. BINDING EFFECT. This agreement shall insure to the benefit of and be binding upon the parties hereto, their successors and assigns; it may be amended at any time by written agreement of the parties hereto.

VI. GOVERNING LAW AND JURISDICTION. This Agreement shall be governed by the laws of the State of Missouri. Any dispute arising from this Agreement shall be filed in the state courts of Missouri.

VII. ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between Service Agency and School and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended by written instrument signed by Service Agency and School.

VIII. NO THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Service Agency or School.

IX. SEVERANCE CLAUSE. In the event any provision of this Agreement is adjudged to be not enforceable or found invalid, such provision shall be stricken and the remaining provisions shall be valid and enforceable.

IN TESTIMONY WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers, the day and year above written.

SCHOOL:
Jade Education

SERVICE AGENCY:
Harrisonville Emergency Services
903 S. Commercial
Harrisonville, MO 64701

Keith Moody, City Administrator, Date



TO: Board of Aldermen
FROM: Keith Moody, City Administrator
DATE: June 11, 2014
SUBJECT: Second Extension of Transport Agreement with Cass Regional Medical Cen

Type of Item: *Approval*

The agreement between Cass Regional Medical Center and the Emergency Services Department for transportation services expired February 8, 2014. The agreement was extended for ninety days in February as work on the cost of service analysis continued.

The need to have an independent third party provide an opinion that the fee paid by CRMC for the transport service is fair market has been introduced to the negotiations. This issue and the process of finding and selecting a firm to provide the opinion has stretched the process out further. In order to continue the service under the terms of the current agreement another ninety day extension is needed. The terms of the existing agreement will remain in place during the 180 day extension; CRMC will continue to pay the \$12,500 per month patient transport service fee during the extension period.

Council Bill No. 029

Resolution No.

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO
EXECUTE A ONE HUNDRED EIGHTY (180) 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 one hundred eighty (180) 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 one hundred eighty (180) 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 16th day of June 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 16th day of June 2014.



STAFF REPORT

TO: Board of Aldermen
FROM: Kim Hubbard, City Clerk
DATE: June 11, 2014
SUBJECT: Vehicle Operations Policy

Type of Item: *Approval*

As a participating member of MPR's Loss Control Program one of the requirements for the 2013/2014 plan year is to implement a vehicle operation policy. Without this policy being in place it will prevent the City from receiving a 2% reimbursement of our annual contribution for property and liability insurance.

I have attached a version that reflects the discussion of changes at the Finance Committee. The yellow highlighted areas reflect questions presented by department heads, responses are in blue and additions/deletions are in red. I have also attached a clean final version.

This policy has been reviewed by department heads, Jason McMahon, MPR and presented to the Finance Committee with a recommendation for approval.

Council Bill No. 030**Resolution No.****A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OF THE
CITY OF HARRISONVILLE MISSOURI TO IMPLEMENT AND ENFORCE A
VEHICLE OPERATIONS POLICY FOR ALL CITY EMPLOYEES**

WHEREAS, the City of Harrisonville is a participating member of Midwest Public Risk's Loss Control Program, and

WHEREAS, all members are required to have a formal, written Vehicle Operations Policy in place.

**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 directed to implement and enforce the attached Vehicle Operation Policy to be observed by all city employees.

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

PASSED AND RESOLVED by the Board of Aldermen of the City of Harrisonville, Missouri this 16th day of June 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 16th day of June 2014.

SECTION IV

N. City Owned Equipment and Vehicle Operations Policy

1. Employee Safe Driving skills are an essential and vital part of the success of our overall safety program. Because vehicle and equipment operations present a risk of workplace injuries, death and property loss, it is imperative that each employee have a positive attitude and use defensive driving skills.
2. Procedures.
 - a. The driving record of all new employees shall be reviewed and found to be acceptable before the employee is hired. The Department Director will determine acceptable standards per departmental requirements. The PD is supposed to be doing law enforcement apps only. We need to see how other communities are accomplishing this. I have contacted two companies to complete these checks and they are getting prices for me.
 - b. All City-owned vehicles except those used by the police department (take home program), Police Chief, Emergency Service Director and City Administrator will be left at their "base" locations after hours and during weekends. Exceptions may be approved by the City Administrator if necessary.
 - c. Vehicles are not to be taken out of the City limits unless on official City business or as approved by the City Administrator.
 - d. City equipment, including tools, is not to be used for work not related to official City business.
 - e. No one shall operate any City owned vehicle or personal vehicles while conducting City business without a valid Driver's License, or valid Commercial Driver's License if required, in his/her possession and shall drive such vehicle in compliance with any restrictions or endorsement on the license.
 - f. If an employee drives a City vehicle or personal vehicle for City business, even on an occasional basis, and their driver's license has been suspended or in any way restricted, the employee shall notify his/her supervisor immediately.
 - g. All employees who operate a City vehicle or personal vehicle for City business are required to wear their seat belts.
 - h. While employees operating a City owned vehicle or personal vehicle for City business are prohibited from using a cell including hands free. Employees should pull over to a safe location to use their cell phone. There is an exception for public safety personnel to use their cell phone during emergencies. What about hand free? Voice activated hands free? Pulling over to the side of the road?

- i. All operators of City owned vehicles must complete drivers training within 60 day after the employee's start date and a refresher course annually. ~~If training is not available during this time frame, the employee must complete interim safe driver training within 60 days and make arrangements to attend the next scheduled Drivers Training.~~ What type of training and who is providing the training? What is interim safe driver training? DVD's through MPR or their online training is acceptable.
- j. Annual snow and ice control training for applicable drivers.
- m. No one shall operate a City owned vehicle without proper authorization. If applicable, CDL, U.S. and Missouri DOT rules and regulations shall be followed. This includes placarding for hazardous materials.
- n. No one shall authorize operation of a City owned vehicle or personal vehicle for City business without reasonable assurance that the person operating said vehicle is capable, trained, and qualified to operate said vehicle.
- o. All employees operating a City owned vehicle or personal vehicle for City business shall obey all state and local traffic ordinances, comply with the posted speed limit, and operate vehicles in a safe and prudent manner.
- p. **Emergency Service** and **Police** personnel shall follow their emergency response policy when responding to an emergency.
- q. All employees operating City owned vehicles designed to haul materials shall secure those materials to prevent them from dislodging and falling from their vehicles. Materials shall be covered with a protective cover or be sufficiently secured in accordance with Missouri Statutes.
- r. All vehicles when practical shall be kept free of loose objects. Attention shall be given to any object that might lodge under a brake pedal , become a projectile in a collision or sudden stop, or interfere in any way with the safe operation of the vehicle, e.g., use of cell phones, pagers, eating, drinking, or smoking while driving.

- s. A spotter ~~is recommended will be used at all times~~ when backing a vehicle with an obstructed view. ~~If~~ ~~When~~ a spotter is not available the driver ~~should~~ conduct a walk around Inspection prior to backing a vehicle.
 - t. Driver's License Check. Human Resources in coordination with ~~a reputable screening company the appropriate department personnel~~ shall ~~periodically (quarterly)~~ validate all driver's licenses of employees authorized to operate a City vehicle ~~on a yearly basis~~. Licenses will be reviewed for their validity, type of license, license number, expiration date and renewal date. ~~The PD is supposed to be doing law enforcement apps only. We need to see how other communities are accomplishing this.~~ This will be done through company. I have contacted two and expect to hear something soon.
3. Accidents. All employees will be trained on, and know, the proper accident reporting procedures. Employees (drivers) involved in a vehicular accident shall be required to receive additional driver training as deemed necessary by their Supervisor and/or Department Director.
 4. Random Drug Testing. All employees who are required by their Job Description to have a CDL license ~~and Public Safety Personnel~~ shall be subject to a random drug and alcohol screening pursuant as further defined in Section VI. ~~Don't we already do this for all employees that drive?~~
 5. Operations of Motorized Vehicles. Employees under the age of 18 shall not operate vehicles, heavy equipment, or other motorized vehicles (as described by the US Department of Labor).

SECTION IV

N. City Owned Equipment and Vehicle Operations Policy

1. Employee Safe Driving skills are an essential and vital part of the success of our overall safety program. Because vehicle and equipment operations present a risk of workplace injuries, death and property loss, it is imperative that each employee have a positive attitude and use defensive driving skills.
2. Procedures.
 - a. The driving record of all new employees shall be reviewed and found to be acceptable before the employee is hired. The Department Director will determine acceptable standards per departmental requirements.
 - b. All City-owned vehicles except those used by the police department (take home program), Police Chief, Emergency Services Director and City Administrator will be left at their “base” locations after hours and during weekends. Exceptions may be approved by the City Administrator if necessary.
 - c. Vehicles are not to be taken out of the City limits unless on official City business or as approved by the City Administrator.
 - d. City equipment, including tools, is not to be used for work not related to official City business.
 - e. No one shall operate any City owned vehicle or personal vehicles while conducting City business without a valid Driver’s License, or valid Commercial Driver’s License if required, in his/her possession and shall drive such vehicle in compliance with any restrictions or endorsement on the license.
 - f. If an employee drives a City vehicle or personal vehicle for City business, even on an occasional basis, and their driver’s license has been suspended or in any way restricted, the employee shall notify his/her supervisor immediately.
 - g. All employees who operate a City vehicle or personal vehicle for City business are required to wear their seat belts.
 - h. While employees operating a City owned vehicle or personal vehicle for City business are prohibited from using a cell including hands free. Employees should pull over to a safe location to use their cell phone. There is an exception for public

safety personnel to use their cell phones during emergencies. Contact HR regarding this exception.

- i. All operators of City owned vehicles must complete Drivers Training within 60 days after the employee's start date and a refresher course annually.
- j. Emergency Service and Police Personnel will attend driver training specific for their job classification.
- k. Annual snow and ice control training for applicable drivers.
- l. No one shall operate a City owned vehicle without proper authorization. If applicable, CDL, U.S. and Missouri DOT rules and regulations shall be followed. This includes placarding for hazardous materials.
- m. No one shall authorize operation of a City owned vehicle or personal vehicle for City business without reasonable assurance that the person operating said vehicle is capable, trained, and qualified to operate said vehicle.
- n. All employees operating a City owned vehicle or personal vehicle for City business shall obey all state and local traffic ordinances, comply with the posted speed limit, and operate vehicles in a safe and prudent manner.
- o. Emergency Service and Police personnel shall follow their emergency response policy when responding to an emergency.
- p. All employees operating City owned vehicles designed to haul materials shall secure those materials to prevent them from dislodging and falling from their vehicles. Materials shall be covered with a protective cover or be sufficiently secured in accordance with Missouri Statutes.
- q. All vehicles when practical shall be kept free of loose objects. Attention shall be given to any object that might lodge under a brake pedal, become a projectile in a collision or sudden stop, or interfere in any way with the safe operation of the vehicle, e.g., use of cell phones, pagers, eating, drinking, or smoking while driving.
- r. A spotter is recommended when backing a vehicle with an obstructed view. If a spotter is not available the driver should conduct a walk around inspection prior to backing a vehicle.

3. Driver's License Check. Human Resources in coordination with a reputable screening company shall validate all driver licenses of employees authorized to operate a City vehicle on a yearly basis. Licenses will be reviewed for their validity, type of license, license number, expiration date and renewal date.
4. Accidents. All employees will be trained on, and know, the proper accident reporting procedures. Employees (drivers) involved in a vehicular accident shall be required to receive additional driver training as deemed necessary by their Supervisor and/or Department Director.
5. Random Drug Testing. All employees who are required by their Job Description to have a CDL licenses and Public Safety Officers shall be subject to a random drug and alcohol screening pursuant as further defined in Section VI.
6. Operations of Motorized Vehicles. Employees under the age of 18 shall not operate vehicles, heavy equipment, or other motorized vehicles (as described by the US Department of Labor).



TO: Board of Aldermen
FROM: Rick Deluca, Director
DATE: June 11, 2014
SUBJECT: Rail Spur Repairs 2014

Type of Item: *Approval*

Issue: City Rail Spur Repair - Agreement with Kelly Hill.

Background:

In the 1990s the City used Community Development Block Grant (CDBG) funds to construct a rail spur. A requirement of CDBG is that the City owns the rail spur. Consequently, the City has to maintain the rail spur. The subject rail spur is located to the South of Church and Dwight and serves Universal Forest. The best place to view the spur is where it crosses Precision Drive (see attached map).

The City rail spur is in need of repairs and maintenance. We have been put on notice several times over the last 5 years that emergency repairs were necessary. Therefore, the Board approved \$25,000 in the 2013 budget for repair and maintenance of the rail spur. An additional \$25,000 is outlined in the 2014 CIP and budget for repair and maintenance.

The following are attached:

- City of Harrisonville Bid Tabulation
- Bid from Kelly Hill
- Bid from Railworks
- Bid from Railroad Salvage and Restoration
- The publication
- The bid document

Recommendation:

Enter into the agreement with Kelly Hill Company.

NOTE: The amount of work for the money was very competitive between Kelly-Hill Company and Railroad Salvage and Restoration. We have used Kelly-Hill Company in the past and they have done a good job and the City has been satisfied with their performance.

Council Bill No. 031**Resolution No.****A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO
EXECUTE AN AGREEMENT WITH KELLY-HILL COMPANY FOR REPAIRS
TO THE CITY OWNED RAILROAD SPUR**

WHEREAS, the City of Harrisonville owns the railroad spur located east of Precision Drive; and

WHEREAS, Universal Forest Products uses this railroad spur; and

WHEREAS, it is the responsibility of the City of Harrisonville to maintain the Railroad Spur in good working condition; and

WHEREAS, repairs are needed to keep the Railroad Spur open and in operating condition.

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 approve an agreement with Kelly-Hill Company for repairs for the Railroad Spur in an amount not to exceed \$25,000.

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 16th day of June 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 16th day of June 2014.

CITY OF HARRISONVILLE BID TABULATION

Budget Amount \$
Anticipated Trade-in - \$
Net Budget Amt. \$
Acct. No.

TIME: 2:00 PM
DEPT:

TOTAL BID: NOTES, ALTERATIONS, BREAKDOWN, BID BONDS, ETA, Etc.

Scope of Services to be evaluated

CONTRACTOR

Not to exceed

\$25,000

\$23,250

Railworks Track
Services

3 Scopes provided

\$17,050⁰⁰
7,860⁰⁰
9,345⁰⁰

Kelly-Hill Company

Provided Inspection
Maint quote
also

Railroad Salvage: Restoration

\$23,057⁶⁰

5/20/14

City Clerk Jim Hubbard

Date

KELLY-HILL COMPANY

RAILROAD CONTRACTORS

SPECIALIZING IN RAILROAD TRACK CONSTRUCTION & MAINTENANCE

P.O. Box 681464 • Riverside, Missouri 64168 • Telephone (816) 741-7727 • Fax (816) 587-4123

May 19, 2014

Quote: 14/099-hmm

TO:

Rick Deluca, Director of Community Development
 City of Harrisonville, MO
 300 E. Pearl Street/PO Box 37
 Harrisonville, MO 64701
 816-380-8958

RE: City of Harrisonville Rail Spur Maintenance and Repairs

Thank you for the opportunity to provide a proposal for your project. Our project team holds a vast resume of past jobs and clients that relate very closely to this one. Kelly-Hill Company has been in business for 59 years and has worked within a large array of industrial facilities to build new and maintain existing tracks. Within recent history Kelly-Hill Company has constructed thousands of feet of track for ethanol facilities, grain facilities, the Union Pacific Railroad, Kansas City Southern Railroad and we hold continuing maintenance contracts for 12 power plants throughout the Mid-West. We also continually maintain 56 miles of track in Nebraska for the Omaha Public Power District. Kelly-Hill Company has the level of experience and attention to quality work that give our clients comfort that they will receive an excellent finished product in a reasonable timeline and budget.

We have inspected the project site and identified 3 scopes of work that need addressed. Two of which we can provide services within the city's budget.

1. Remove and replace 200 cross ties: \$17,050.00

- a. We have included 200 relay cross ties in this proposal. These ties have been taken from a UPRR main-line track, are only 1-3 years old, and are in excellent condition. They are 7"x 9"x 9' ties and the city is welcome to inspect the ties prior to installation.
- b. In order to stay within the city's budget constraints, we have not included hauling off the old removed ties.

2. Surfacing: \$ 7,860.00

- a. We have included tamping, regulating and adding ballast as needed.
- b. We will use a Jackson 6700 tamper (mainline tamper) which utilizes laser lining and curve computer technology.

Total Base Bid Cost: \$24,910.00

Attachment: Staff Report Attachments 2014 (1438 : Rail Spur Repairs 2014)

Additional alternate scope:

We have also noted that there is some ballast areas fouled with mud that should be removed. If the city would like to address this issue as well we could include this scope for the additional cost of \$9,245.00

We would welcome the opportunity to discuss the above scopes of work with you in the event that you be willing to do so. Again, thank you for the opportunity to quote your project.

Respectfully submitted,



Hank Miesner | Kelly-Hill Company - Kansas City, MO

(816) 741-7727 Phone | (816) 587-4123 Fax | (816) 516-7389 Mobile



Quotation - Offer - Acceptance

RailWorks Track Services, Inc - 4301 Bridgeton Industrial Dr. - Bridgeton, MO 63044 - Ph: 314-291-2233 Fax: 314-291-2266

RailWorks Track Services, Inc - 2739 S. Old US 41 - Vincennes, IN - Ph: 812-886-0290 Fax: 812-886-0294

Submitted To: Universal Forest Supply
Harrisonville, MO
Rick Deluca
rdeluca@ci.harrisonville.mo.us

Date: 5/19/2014

Quote #: 410-14-United Forest Supply 051914

ITEM NO.	ARTICLES OR SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	RailWorks is pleased to quote the following work:				
1	Track Maintenance - Furnish and install 120 each 7"x9"x8'6" IG cross ties - Furnish and install approx. 25 NT of 1" clean Limestone ballast - Machine tamp areas where ties are being replaced Clarifications: 1. Assumes all work to be done at the same time 2. Does not include disposal of old ties 3. Assumes replacing every 4th tie 4. Lead time on ties approx. 4 weeks	1	LS	\$23,250.00	\$23,250.00
	Total This Proposal	1	LS		\$23,250.00
Notes:	Pricing Valid for 15 Days Pricing Based on No Delays Pricing Based on Straight Time Work Material subject to availability at time of order				

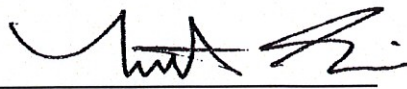
1.5% Interest per month on invoices over 10 days past due

Accepted by
Universal Forest Supply

By _____

Date _____

Respectfully submitted,
RailWorks Track Services, Inc

By 
Matt J. Sorcic, Estimator

THIS QUOTE AND ANY RESULTING SALE ARE SUBJECT TO THE ATTACHED TERMS AND CONDITIONS OF SALE

Attachment: Staff Report Attachments 2014 (1438 : Rail Spur Repairs 2014)

TERMS AND CONDITIONS OF SALE

All sales are made solely upon the following terms and conditions as well as any additional terms and conditions that appear on the face of any quotation or order acknowledgement issued by us:

1. **ORDERS:** Terms and conditions on your order form at variance with or in addition to terms and conditions stated herein are binding upon us only if specifically accepted by us in writing. Your assent to these terms and conditions, and to the terms and conditions contained in our acceptance of your order, shall be presumed conclusively from your failure to object in writing within 30 days after receipt of our acceptance or from your acceptance of all or part of the goods and/or services hereunder. After acceptance, you may modify or cancel your order only upon written notice and payment to us of our costs resulting therefrom.

2. **PRICE:** Unless otherwise stated prices are net FOB, point of origin, exclusive of transportation and insurance, and are firm for thirty (30) days. Shipments will be billed at prices in effect on the date that we accept your order. Published prices are subject to change without notice and quoted prices are subject to adjustment if specifications or delivery requirements are changed after price is quoted.

3. **TERMS OF PAYMENT:** Unless otherwise stated, payments are due and payable net thirty (30) days from date of invoice. Invoices will be rendered (a) upon acceptance of your order for ten percent (10%) of the order value; (b) upon our receipt of major items of equipment or materials from our suppliers, (c) upon shipment of goods to you, and/or (d) the earlier of completion of services or monthly for the portion of work performed during the preceding month. For each thirty (30) days, or part thereof, that an invoice remains overdue, you will be charged interest on the unpaid balance at a rate not exceeding the maximum lawful rate. Partial shipments may be made at our option. If all items are not shipped on the same date, pro rata invoices will be rendered.

4. **TAXES:** Prices exclude all duties, taxes or other governmental charges which now are or hereafter may be imposed upon the sale or use of the goods and/or services herein. All such taxes or other charges paid by us shall be for your account and shall be added to the prices set forth herein. Any exemption claimed from the application of such taxes or charges should be plainly designated on the face of the orders placed with us and accompanied by exemption certificates where the law so requires.

5. **DELIVERY:** Shipment, delivery, and installation dates are estimated dates only, and unless otherwise specified, are calculated from the date of receipt of complete technical data and approved drawings, if required. In estimating such dates, no allowance has been made, nor shall we be liable directly or indirectly for delays of carriers or delays from labor difficulties, shortages, strikes or stoppages of any sort, fires, accidents, failure or delay in obtaining materials or manufacturing facilities, acts of government affecting us directly or indirectly, bad weather, or any cause beyond our control or causes designated Acts of God or force majeure by any court of law and when such delays arise, the estimated shipment, delivery and/or installation dates shall be extended accordingly. We will not be liable for any damages or penalties whatsoever, whether direct, indirect, special or consequential, resulting from our failure to perform or delay in performing unless otherwise agreed in writing by an authorized officer or his designee.

The date of delivery of goods and equipment to be furnished hereunder is the date of delivery to the initial carrier. The date of delivery of work requiring installation and/or construction is the date of completion thereof. As of such date(s), risk of loss is transferred to you. You are solely responsible for claims for loss or damage thereafter, as well as for loss or damage in transit. Claims for errors or shortages in shipments must be submitted to us, with adequate substantiation, within thirty (30) days after receipt.

6. **TITLE:** Except as otherwise agreed in writing, title to goods, materials and equipment furnished hereunder, or any part thereof, shall pass

to you as soon as all payments due have been fully made in cash. If default is made in any of the payments, we may retain all payments which have been made on account of the purchase price (up to 30% thereof) as liquidated damages, and we shall be entitled to the immediate re-possession of such goods, materials and equipment. We shall be free to enter the premises where the goods, materials and equipment may be located and remove them, without prejudice to our right to recover any further expenses or damages which we may suffer by reason of non-payment.

7. **WARRANTY:** Goods produced and services rendered by others and furnished by us are warranted only to the extent of the original supplier's warranty. Goods produced and services rendered by us for this order are warranted to conform to our published specifications therefor or to the technical description prepared by us for this order. We will correct at our expense any defect in goods produced and services rendered by us that results in a breach of this warranty under normal and proper use and service within twelve (12) months after the date of delivery thereof, provided that you promptly give written notice to us of such breach and we can confirm, under actual operating conditions, the condition which constitutes the alleged breach.

All warranties shall be void and we shall not be responsible for the performance of any good or service that, after shipment or installation, is altered, tampered with, or repaired by anyone except personnel authorized by us; that is used under conditions varying materially from existing industry standards; that is damaged or fails to operate properly due to abrasion, corrosion or the influence of foreign energy or matter; or that proves unsuitable in an application of your choosing or a system of your design.

THE FOREGOING IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES, OBLIGATIONS OR LIABILITIES, EXPRESS OR IMPLIED BY STATUTE OR OTHERWISE. IN PARTICULAR THERE SHALL BE EXCLUDED THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. WE SHALL NOT IN ANY EVENT BE LIABLE FOR ANY COST OR EXPENSE, INCLUDING LABOR, IN CONNECTION WITH REMOVAL OR REINSTALLATION, FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, NOR FOR ANY CLAIMS ARISING OUT OF THE SUPPLY OR USE OF ITEMS, DESIGNS OR SOFTWARE FURNISHED HEREUNDER, EXCEPT AS SET FORTH HEREIN.

8. **REJECTION/RETURNS/CANCELLATION:** Goods, materials or services may be rejected for cause only if you notify us in writing within thirty (30) days after the date of delivery. Failure to provide such notification constitutes acceptance of such goods, materials or services. Only orders for standard goods or materials may be cancelled and only standard goods or materials may be returned. No goods or materials may be returned more than 30 days after the date of delivery except with our written consent. An order for standard goods or materials may be cancelled prior to delivery and standard goods and materials may be returned within 30 days after the date of delivery, subject to a cancellation/re-stocking charge of 15% of the order value. An order involving installation or construction may be cancelled prior to on-site mobilization, subject to a cancellation charge of 25% of the order value.

9. **RECORDS, AUDITS AND PROPRIETARY DATA:** Unless otherwise specifically agreed to in writing signed by an authorized officer, neither you nor any representative of yours, nor any other person shall have any right to examine or audit our cost accounts, books or records of any kind or on any matter, or be entitled to or have control over any technical

FORMS / Quotation Offer Acceptance
Terms and Conditions

RAILWORKS TRACK SERVICES, INC.
4301 Bridgeton Industrial Drive
Bridgeton, MO 63044-1204
(314) 291-2233 ♦ (314) 291-2266 FAX

Attachment: Staff Report Attachments 2014 (1438 : Rail Spur Repairs 2014)

Rick DeLuca

From: Sorcic, Matt <MSorcic@railworks.com>
Sent: Monday, May 19, 2014 10:47 AM
To: rdeluca@ci.harrisonville.mo.us
Cc: DeClue, Paul; Peterson, Ben
Subject: 410-14-Universal Forest Supply 051914
Attachments: 410-14-Universal Forest Supply 051914 - Replace ties and tamp.pdf

Rick,

Thank you for this opportunity to bid this project for you. Feel free to call or email with any questions.

Thanks,

Matt Sorcic
RailWorks Track Services
4301 Bridgeton Industrial Drive
Bridgeton, MO 63044
Phone: 1-314-291-2233
MSorcic@railworks.com

RAILWORKSMART / RAILWORKSAFE

Please consider the environment before printing this email.

This email and any files transmitted with it are confidential and intended solely for the use of the designated individual or entity to whom they are addressed. It is not intended for transmission to, or receipt by, any unauthorized person. The use, distribution, transmittal or re-transmittal by an unintended recipient of this communication is strictly prohibited without our approval in writing or by email. If you are not the intended recipient of this email, please delete it from your system without copying it and notify the above sender so that our email address may be corrected. Any views or opinions presented in this email are solely those of the author and do not necessarily represent those of RailWorks Corporation. RailWorks Corporation accepts no liability for any damage caused by any virus transmitted by this email.

Attachment: Staff Report Attachments 2014 (1438 : Rail Spur Repairs 2014)



RAILROAD SALVAGE & RESTORATION INC.

A Woman Owned Corporation

Yard Location
10th & Main St.
Joplin, MO

P.O. Box 224
Joplin, MO 64802

Phone (417) 781-5349
Fax (417) 781-3748

1710 Joplin St.
Joplin, MO 64804

May 20, 2014

City of Harrisonville, Missouri Bid

RE: City of Harrisonville Rail Spur Maintenance and Repairs

To make repairs to the rail spur as requested by the City of Harrisonville, Missouri work to include:

Replacing (200) 6"x8"x8 1/2' Ties

Replacing Approximately (12) 1x6 Track Bolts

To check all bolts and tighten as needed, all low areas will be lifted up and problems with cross level repaired. Entire length of spur will be tamped and low ballast areas will be filled and dressed.

These repairs will bring the spur up to the standards for proper operation.

This bid does not included removing any crossings or any damaged rail or plates (if any) discovered when buried areas are uncovered.

Lump Sum Bid

\$22,057.60

Bid price is good for (30) days.

Work to commence as per City of Harrisonville's schedule.

Certificates of Insurance and OSHA certification to be provided upon request.

Charley Noble
Superintendent and Track Inspector
Railroad Salvage and Restoration, Inc.

Approved By: _____

Date: _____

Attachment: Staff Report Attachments 2014 (1438 : Rail Spur Repairs 2014)



RAILROAD SALVAGE & RESTORATION INC.

A Woman Owned Corporation

Yard Location
10th & Main St.
Joplin, MO

P.O. Box 224
Joplin, MO 64802

Phone (417) 781-5349
Fax (417) 781-3748

1710 Joplin St.
Joplin, MO 64804

May 20, 2014

City of Harrisonville, Missouri

Re: City of Harrisonville Maintenance Bid

To inspect approximately 1900 LF of track. To deliver a written report of any repairs needed, with an estimate of charges for said repairs.

Inspection will include:

Visual inspection of the rail, bars, plates, crossing, and ties. Tightening of any loose bolts and reseating any high spikes.

Total Cost for Monthly or Quarterly Inspection

\$595.00 Per Inspection

Certificates of Insurance and OSHA certification to be provided upon request.

Charley Noble
Superintendent and Track Inspector
Railroad Salvage and Restoration, Inc.

Approved By: _____

Date: _____

Attachment: Staff Report Attachments 2014 (1438 : Rail Spur Repairs 2014)

BID DOCUMENT

Sealed proposals will be received by the City Clerk at City Hall, Harrisonville, Missouri, until **2:00 PM** on **TUESDAY, MAY 20, 2014** at which time proposals for:

CITY OF HARRISONVILLE RAIL SPUR MAINTENANCE AND REPAIRS

Will be publicly opened and read aloud. The work under this Contract consists of the following:

Submitting a scope of work to assess and describe what needs to be addressed to ensure proper operation of the rail spur. This also includes repairing and maintaining the rail spur. All labor, management, supervision, tools, material, transportation, equipment and other items necessary to provide maintenance and repair of the railroad spur. All equipment, material and workmanship must be in accordance with Federal Regulations or any other applicable regulations and/or standards. The contract will be for an amount not to exceed \$25,000.

The City reserves the right to accept or reject any or all bids and to waive any technicalities, irregularities or informalities therein, to determine which is the lowest and best bid to accept and to approve the Bond. Bid may be modified or withdrawn by written request of the bidder received in the office of the Purchasing/Property Controller, prior to the time and date for bid opening.

All wages paid for work under this Contract shall comply with requirements of the Prevailing Wage Law of the State of Missouri, Missouri Public Law 294, Sec. 290.210 through Sec. 290.340, R.S.Mo. 1969, as amended and prevailing wages as established by the U. S. Department of Labor.

Nondiscrimination in Employment: Bidders on this work will be required to comply with the President's Executive Order No. 11246, Title VI and Section 3 of the 1968 HUD Act as pertaining to Equal Employment Opportunity through Affirmative Action.

Tax Exempt Status: All or certain items required for this contract are for the constructing, repairing, or remodeling of facilities for an exempt entity and qualify for exemption from State and local sales and use taxes under R.S.Mo 144.062. The Instruction to Bidders and Regulations of the Contract include tax exemption provisions covering the submission of the application for tax exemption determination by the Bidder awarded the Contract.

Enrollment in Federal Work Authorization Program

Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

Safety Training

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.

CITY OF HARRISONVILLE, MISSOURI
 RICK DELUCA, DIRECTOR OF COMMUNITY DEVELOPMENT
 300 E. PEARL STREET
 PO BOX 367
 HARRISONVILLE, MO 64701
 (816) 380-8958



RECEIVED

MAY -6 2014

CITY OF HARRISONVILLE

AFFIDAVIT OF PUBLICATION

(Space above for recording information)

STATE OF MISSOURI
COUNTY OF CASS ss.

I, Janis Anslinger, being duly sworn according to law, state that I am the Classified Ad Manager of the Cass County Democrat-Missourian, a weekly newspaper of general circulation in the County of Cass, State of Missouri, where located; which newspaper has been admitted to the Post Office as periodical class matter in the City of Harrisonville, Missouri, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bonafide subscribers, voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050, Revised Statutes of Missouri 2000, and Section 59.310, Revised Statutes of Missouri 2000. The affixed notice appeared in said newspaper in the following consecutive issues:

1st Insertion: Vol. 134 No. 29, 2 day of May 2014.
2nd Insertion: Vol. ____ No. ____, ____ day of ____ 20 ____.
3rd Insertion: Vol. ____ No. ____, ____ day of ____ 20 ____.
4th Insertion: Vol. ____ No. ____, ____ day of ____ 20 ____.
5th Insertion: Vol. ____ No. ____, ____ day of ____ 20 ____.

Janis Anslinger
Janis Anslinger, Classified Ad Manager

Subscribed and sworn to before me on this 2 day of May, 2014.

Julie M. Hicks



JULIE M. HICKS
My Commission Expires
June 12, 2017
Cass County
Commission #13727108

NOTICE TO
BIDDERS

Sealed proposals will be received by the City Clerk at City Hall, Harrisonville, Missouri, until 2:00 PM on TUESDAY, MAY 20, 2014 at which time proposals for:

CITY OF
HARRISONVILLE RAIL
SPUR MAINTENANCE
AND REPAIRS

Will be publicly opened and read aloud. The work under this Contract consists of the following:

Submitting a scope of work to assess and describe what needs to be addressed to ensure proper operation of the rail spur. This also includes repairing and maintaining the rail spur. All labor, management, supervision, tools, material, transportation, equipment and other items necessary to provide maintenance and repair of the railroad spur. All equipment, material and workmanship must be in accordance with Federal Regulations or any other applicable regulations and/or standards. The contract will be for an amount not to exceed \$25,000.

Attachment: Staff Report Attachments 2014 (1438 : Rail Spur Repairs 2014)



TO: Board of Aldermen
FROM: Rick Deluca, Director
DATE: June 11, 2014
SUBJECT: MODOT Road Relinquishment Agreement - Love's Development Ordinance

Type of Item: *Approval*

Issue:

Acceptance of an agreement with MoDOT outlining the ownership of that portion of South Commercial Street and Brookhart Road adjacent to the Love's Development.

Background:

This agreement is necessary for the reroute (Brookhart Road) and extension of South Commercial Street. The State will be accepting a portion of South Commercial Street closest to the interchange. The City would own and maintain Brookhart Road and the new portion of South Commercial Street including the new Brookhart & South Commercial intersection. This action is necessary for the Love's development to proceed.

A copy of the agreement and surveys are attached for your information.

Options:

The Board may:

- Approve the agreement.
- Approve a revised agreement.
- Do not approve the agreement.

Recommendations:

Approval

Council Bill No. 032

Ordinance No.

**AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO
EXECUTE A MISSOURI HIGHWAYS AND TRANSPORTATION
COMMISSION ROAD RELINQUISHMENT AGREEMENT**

WHEREAS, the City of Harrisonville desires to accept portions of Brookhart Road and South Commercial Street as part of the Harrisonville Love's development while rerouting a portion of existing Brookhart Road and extending South Commercial Street.

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

Section 1: That the City Administrator of the City of Harrisonville is hereby authorized and directed to execute an agreement with the Missouri Highways and Transportation Commission pertaining to the acceptance of State of Missouri roadways into the City of Harrisonville roadway system. Said roadways are adjacent to the Harrisonville Love's development; and the City Clerk is hereby authorized to attest thereto; and a copy of said contract is attached hereto, and made a part hereof.

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

Vote taken as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Read two times by title only on June 16, 2014 and duly passed by the Board of Aldermen and approved by the Mayor of the City of Harrisonville, Missouri, this 16th day of June 2014.

Kevin W. Wood, Mayor & Ex-Officio

Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 16th day of June 2014.

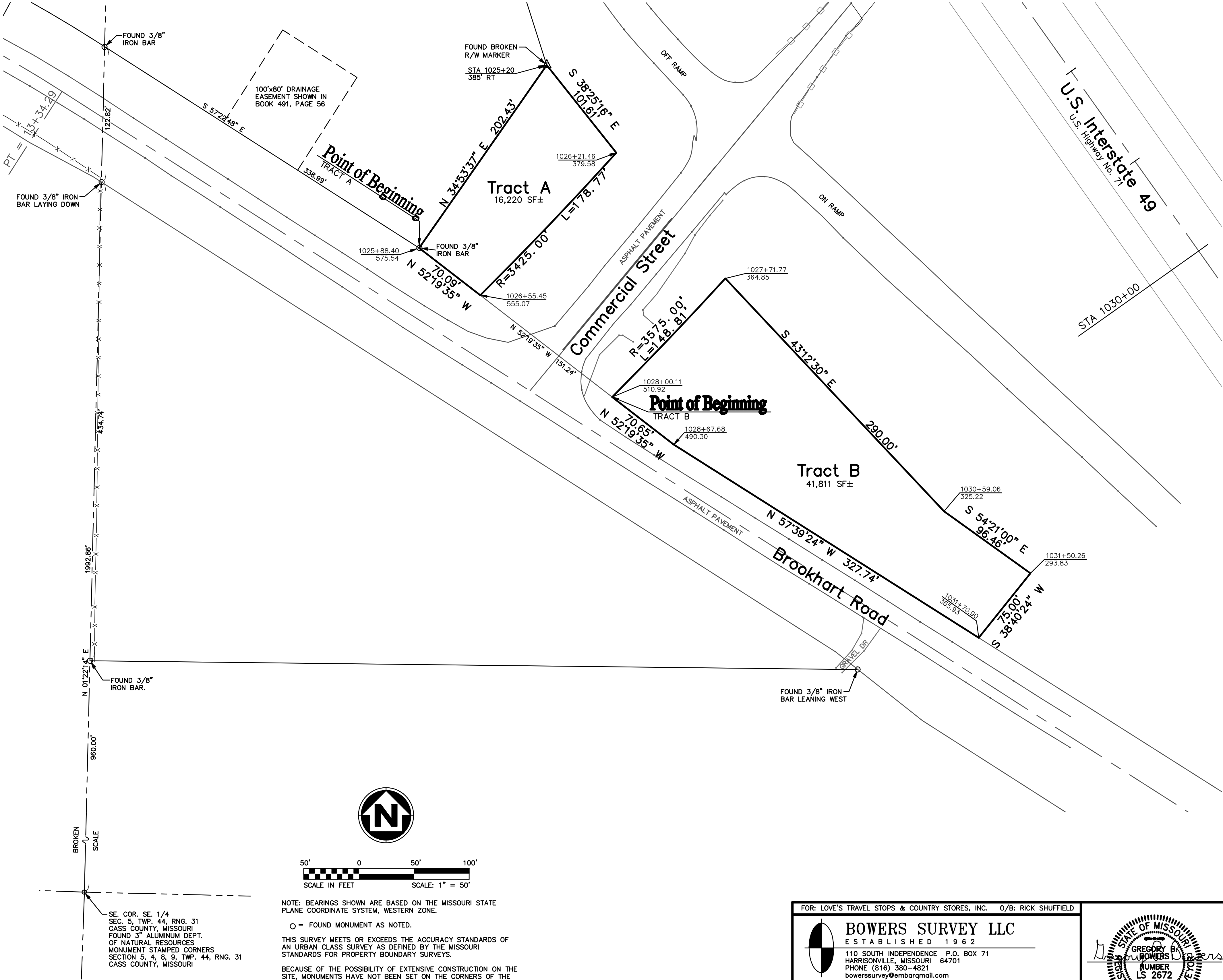
PLAT OF SURVEY

Description: Tract A

A TRACT OF LAND IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 44, RANGE 31, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 4, AFORESAID, RUN THENCE NORTH 1°22'14"EAST ALONG THE WEST LINE THEREOF, 1992.86 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BROOKHART ROAD, AS NOW LOCATED; THENCE SOUTH 57°22'48"EAST ALONG SAID RIGHT-OF-WAY LINE, 338.99 FEET TO AN EXISTING RIGHT-OF-WAY CORNER BEING 575.54 FEET RIGHT OF INTERSTATE HIGHWAY 49 CENTERLINE STATION 1025+88.40, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED: THENCE NORTH 34°53'37"EAST, 202.43 FEET TO AN EXISTING RIGHT-OF-WAY CORNER LYING 385.00 FEET RIGHT OF INTERSTATE HIGHWAY 49 CENTERLINE STATION 1025+20; THENCE SOUTH 38°25'16"EAST, 101.61 FEET TO A POINT THAT IS 379.58 FEET RIGHT OF INTERSTATE 49 CENTERLINE STATION 1026+21.46 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 3425.00 FEET, A CHORD BEARING OF SOUTH 43°41'02"WEST, AND AN ARC LENGTH OF 178.77 FEET TO A POINT 555.07 FEET RIGHT OF INTERSTATE 49 CENTERLINE STATION 1026+55.45; THENCE NORTH 52°19'38"WEST, 70.09 FEET TO THE TRUE POINT OF BEGINNING; CONTAINS 16,220 SQUARE FEET, MORE OR LESS, SUBJECT TO ANY EXISTING EASEMENTS.

Description: Tract B

A TRACT OF LAND IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 44, RANGE 31, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 4, AFORESAID, RUN THENCE NORTH 1°22'14"EAST ALONG THE WEST LINE THEREOF, 1992.86 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BROOKHART ROAD, AS NOW LOCATED; THENCE SOUTH 57°22'48"EAST ALONG SAID RIGHT-OF-WAY LINE, 338.99 FEET TO AN EXISTING RIGHT-OF-WAY CORNER BEING 575.54 FEET RIGHT OF INTERSTATE HIGHWAY 49 CENTERLINE STATION 1025+88.40; THENCE SOUTH 52°19'35"EAST, 221.33 FEET TO A POINT THAT IS 510.92 FEET RIGHT OF INTERSTATE 49 CENTERLINE STATION 1028+00.11, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED: THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 3575.00 FEET, A CHORD BEARING OF NORTH 43°40'08"EAST, AND AN ARC LENGTH OF 148.81 FEET TO A POINT THAT IS 364.85 FEET RIGHT OF INTERSTATE 49 CENTERLINE STATION 1027+71.77; THENCE SOUTH 43°12'30"EAST, 290.00 FEET TO A POINT THAT IS 325.22 FEET RIGHT OF INTERSTATE 49 CENTERLINE STATION 1030+59.06; THENCE SOUTH 54°21'00"EAST, 96.46 FEET TO A POINT THAT IS 293.83 FEET RIGHT OF INTERSTATE 49 CENTERLINE STATION 1031+50.26; THENCE SOUTH 38°40'24"WEST, 75.00 FEET TO A POINT THAT IS 365.93 FEET RIGHT OF INTERSTATE 49 CENTERLINE STATION 1031+70.90; THENCE NORTH 57°39'24"WEST, 327.74 FEET TO A POINT THAT IS 490.30 FEET RIGHT OF INTERSTATE 49 CENTERLINE STATION 1028+67.68; THENCE NORTH 52°19'35"WEST, 70.65 FEET TO THE TRUE POINT OF BEGINNING; CONTAINS 41,811 SQUARE FEET, MORE OR LESS, SUBJECT TO ANY EXISTING EASEMENTS.



NOTE: BEARINGS SHOWN ARE BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WESTERN ZONE.

○ = FOUND MONUMENT AS NOTED.

THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS OF AN URBAN CLASS SURVEY AS DEFINED BY THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

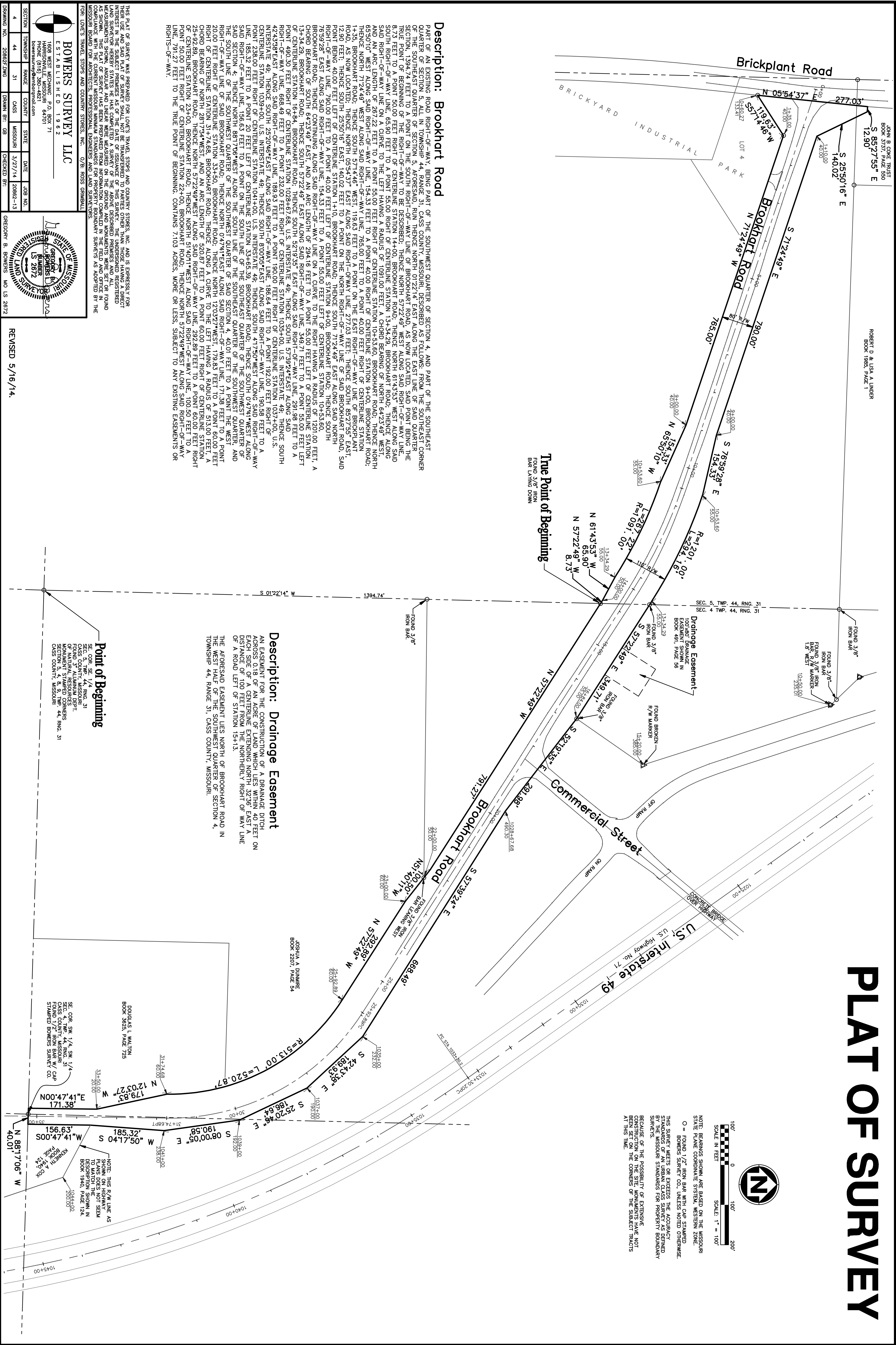
BECAUSE OF THE POSSIBILITY OF EXTENSIVE CONSTRUCTION ON THE SITE, MONUMENTS HAVE NOT BEEN SET ON THE CORNERS OF THE SUBJECT TRACTS AT THIS TIME.

FOR: LOVE'S TRAVEL STOPS & COUNTRY STORES, INC. O/B: RICK SHUFFIELD					
BOWERS SURVEY LLC ESTABLISHED 1962 110 SOUTH INDEPENDENCE P.O. BOX 71 HARRISONVILLE, MISSOURI 64701 PHONE (816) 380-4821 bowersurvey@embarqmail.com					
SECTION	TOWNSHIP	RANGE	COUNTY	STATE	DATE
4	44	31	CASS	MISSOURI	6/17/13
DRAWING NO.	20740F.DWG	DRAWN BY:	GB	CHECKED BY:	

STATE OF MISSOURI
GREGORY B. BOWERS
REGISTERED LAND SURVEYOR
NUMBER LS 2672

GREGORY B. BOWERS MO LS 2672

Revised 5/21/14



CCO FORM: RW36
Approved: 4/01 (RMH)
Revised: 12/12 (AR)
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
RELINQUISHMENT OF OUTER ROADWAY AGREEMENT**

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

WITNESSETH:

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

(1) PURPOSE: The purpose of this Agreement is to relinquish a portion of the state highway system (outer roadway) to the agency.

(2) RELINQUISHMENT: Commission shall convey by Quitclaim deed, to the Agency the outer roadway which is the subject of this Agreement. The Agency agrees to accept the deed from the Commission. The deed shall be filed with the office of the recorder of deeds in the county where the outer roadway is located.

(3) MAINTENANCE BY COMMISSION: Upon conveyance of the outer roadway to the Agency, Commission's responsibility to maintain the outer roadway shall cease and the outer roadway will no longer be considered a part of the state highway system.

(4) MAINTENANCE BY AGENCY: Upon conveyance by the Commission as shown by the date on the Quitclaim deed, Agency shall maintain the outer roadway as part of Agency's system.

(5) INDEMNIFICATION: The Agency shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Agency's performance of its obligations under this Agreement.

(6) LOCATION: The general location of the outer roadway to be conveyed is as follows:

That portion of Brookhart Road extending southerly from South Brickplant Road to the south city limits of Harrisonville.

(The exact description of the outer roadway shall appear in the quitclaim deed)

(7) COMMISSION REPRESENTATIVE: The Commission's district engineer 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.

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

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

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

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF HARRISONVILLE, MO

Title _____

By: _____
Title _____

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No. _____