AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
OCTOBER 20, 2014
7:00 PM

1. Call to Order & Pledge of Allegiance

2. Roll Call

A. Roll Call

3. Ceremonial Matters

A. A Proclamation Designating Oct. 19-25, 2014 as Harrisonville Business Women Week

B. A Service Award to Honor Eric Patterson for Ten Years of Loyal Service

4. Public Participation

A. Public Participation

5. Approval of Minutes

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

6. Agenda Items

A. Halloween Night Hay Ride

B. Council Bill 074: A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF HARRISONVILLE, MISSOURI TO ENTER INTO AN AGREEMENT WITH PAYLOCITY TO PROVIDE PAYROLL SERVICES FOR THE CITY OF HARRISONVILLE IN AN AMOUNT NOT TO EXCEED $25,986 PER YEAR.

C. Council Bill 075: A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF HARRISONVILLE, MISSOURI TO ENTER INTO AN AGREEMENT WITH UNITED RENTALS TO PURCHASE A REPLACEMENT WALK-BEHIND CONCRETE SAW IN AN AMOUNT NOT TO EXCEED $19,216

D. **Council Bill 076: A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF HARRISONVILLE, MISSOURI TO ENTER INTO AN AGREEMENT WITH WESCO FOR THE PURCHASE OF ARMORED CABLE AND FIBER FOR THE FIBER LOOP AROUND THE CITY OF HARRISONVILLE IN AN AMOUNT NOT TO EXCEED $51,900**

E. **Public Hearing for an Ordinance to Amend Chapter 405, Section 405.280 of the Zoning Ordinance Regarding Outdoor Dining**

F. **Council Bill 077: AN ORDINANCE TO AMEND CHAPTER 405, SECTION 405.280 OF THE ZONING REGUATIONS REGARDING PERMITTED USES OF THE CITY OF HARRISONVILLE, MISSOURI.**

G. **Council Bill 078: AN ORDINANCE OF THE CITY OF HARRISONVILLE AMENDING ARTICLE VI (OFFENCES CONCERNING WEAPONS AND FIREARMS) SECTION 215.285 (DISCHARGING AIR GUN, ETC.) REGARDING THE DISCHARGING OF BOWS, CROSSBOWS, AND FIREARMS WITHIN THE CITY LIMITS OF HARRISONVILLE, MISSOURI.**

H. **Council Bill 079: AN ORDINANCE AMENDING SECTION 700.040 BY CREATING SECTION A FOR A LEAD BAN IN PUBLIC AND PRIVATE DRINKING WATER PLUMBING**

I. **Council Bill 080: AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO SIGN A LETTER OF INTENT TO ASSIGN THE KANSAS CITY WATER PURCHASE AGREEMENT TO THE CITY OF LEE'S SUMMIT, MO**

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 16th day of October 2014

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Kim Hubbard, City Clerk

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

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Sheryl Stanley, Deputy City Clerk**

DATE: **October 15, 2014**

SUBJECT: **BPW Proclamation**

Type of Item: *Proclamation*

A. Action Item (ID # 1612)

A Proclamation Designating Oct. 19-25, 2014 as Harrisonville Business Women Week

Attachments:

BPW Week 2014 (PDF)

City of Harrisonville est. 1836

PROCLAMATION

HARRISONVILLE BUSINESS WOMEN's WEEK 2014

WHEREAS, working women constitute 72 million, or almost half, of the nation's workforce, and

WHEREAS, women-owned business account for 30% of all U.S. businesses, and

WHEREAS, Harrisonville Business Women was organized in 1927 as a social and study club and became chartered in Business and Professional Women in September 1928; and

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

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

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

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

NOW, THEREFORE, on behalf of the Board of Aldermen of the City of Harrisonville I, Mayor Kevin Wood, do hereby proclaim October 19th-25th, 2014 as ***Harrisonville Business Women Week,*** and urge all citizens, civic and fraternal groups, educational associations, news media, and other community organizations to join in this salute to working women, by encouraging and promoting the celebration of the achievements of all business and professional women as they contribute daily to our economic, civic, and cultural purposes.

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Kevin W. Wood, Mayor

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Sheryl Stanley, Deputy City Clerk**

DATE: **October 14, 2014**

SUBJECT: **Service Award for Eric Patterson**

Type of Item: *Presentation*

Eric Patterson, Assistant Director of Public Works, joined the city in October 2004.

B. Action Item (ID # 1611)

A Service Award to Honor Eric Patterson for Ten Years of Loyal Service

Attachments:

Eric Patterson (DOC)

Presented by the Mayor and the Harrisonville Board of Aldermen to

Eric Patterson

In Grateful Appreciation for

10 Years

Of Dedicated Service to

City of Harrisonville est. 1836

October 20, 2014

Kevin Wood, Mayor

City of Harrisonville est. 1836

DRAFT

MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
CITY HALL
OCTOBER 6, 2014
7:00 PM

1. Call to Order & Pledge of Allegiance

Mayor Wood called the meeting to order at 7:00 P.M.

2. Roll Call

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

Others present: City Administrator Keith Moody, City Attorney Heather Zerger, Finance Director Mike Tholen, Police Chief John Hofer, City Clerk Kim Hubbard, Public Information Officer Sheryl Stanley, Parks & Recreation Director Chris Deal, Emergency Services Director Larry Francis, 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 John Crook, Parks Department, for 30 Years of Loyal Service to the City of Harrisonville

Mayor Wood and Parks & Recreation Director Deal presented John Crook a certificate of recognition for his thirty (30) years of service with the City of Harrisonville.

B. Presentation of Certificate of Achievement from ICMA to the City in recognition of the use of performance data in local government management.

Mayor Wood asked City Administrator Moody and Finance Director Tholen to join him at the podium and presented a plaque from ICMA for the participation in the ICMA Performance Measurements.

4. Public Participation

A. Public Participation

None.

5. Approval of Minutes

A. Board of Aldermen - Regular Meeting - Sep 22, 2014 7:00 PM

Minutes were approved.

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Morris Coburn, Board Member
SECONDER:	David Dickerson, Board Member
AYES:	Brown, Reece, Dickerson, Meyer, Stull, Coburn
ABSENT:	Marcia Milner, Stacey Dahlman

6. Agenda Items

A. A Resolution authorizing the City Administrator of the City of Harrisonville, Missouri to purchase in-line Douglas Fir transmission line poles for the 69KV South Tie Transmission Line Rebuild Project from Bell Lumber & Pole Co., in an amount not to exceed $75,121

City Attorney Zerger read Council Bill 067 by title only. Mayor Wood asked Director Thomas to review all his items, 6A-6F. Director Thomas reviewed all items, explained time lines and bids.

Council Bill 067 became Resolution 046.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	David Dickerson, Board Member
SECONDER:	Bret Reece, Board Member
AYES:	Brown, Reece, Dickerson, Meyer, Stull, Coburn
ABSENT:	Marcia Milner, Stacey Dahlman

B. A Resolution authorizing the City Administrator of the City of Harrisonville, Missouri to purchase transmission line material and hardware for the 69KV South Tie Transmission Line Rebuild Project from WESCO., in an amount not to exceed $55,769.98.

City Attorney Zerger read Council Bill 068 by title only.

Council Bill 068 became Resolution 047.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Doug Meyer, Board Member
SECONDER:	David Dickerson, Board Member
AYES:	Brown, Reece, Dickerson, Meyer, Stull, Coburn
ABSENT:	Marcia Milner, Stacey Dahlman

C. A Resolution authorizing the City Administrator of the City of Harrisonville, Missouri to enter into an agreement with Finley Engineering for engineering services for the 69KV North Substation Rebuild Project in an amount not to exceed $17,200.

Council Bill 069 was read by title only by City Attorney Zerger.

Council Bill 069 became Resolution 048.

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

D. A Resolution authorizing the City Administrator of the City of Harrisonville, Missouri to purchase transmission line conductor and shield wire for the 69KV South Transmission Line Tie Rebuild Project from HD Supply in an amount not to exceed $18,612.76

City Attorney Zerger read Council Bill 070 by title only.

Council Bill 070 became Resolution 049.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Bret Brown, Board Member
SECONDER:	David Dickerson, Board Member
AYES:	Brown, Reece, Dickerson, Meyer, Stull, Coburn
ABSENT:	Marcia Milner, Stacey Dahlman

E. A Resolution authorizing the City Administrator of the City of Harrisonville, Missouri to enter into an agreement with Par Electrical Contractors for construction of the 69KV South Transmission Line Tie Rebuild Project in an amount not to exceed $305,634.29

City Attorney Zerger read Council Bill 071 by title only.

Council Bill 071 became Resolution 050.

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

F. A Resolution authorizing the City Administrator of the City of Harrisonville, Missouri to enter into an agreement with Belger Cartage to remove an old transformer and install a new transformer at the North Electric Substation in an amount not to exceed $37,308.

City Attorney Zerger read Council Bill 072 by title only.

Council Bill 072 became Resolution 051.

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

G. A Resolution to authorize the City Administrator of the City of Harrisonville Missouri to enter into an agreement with the Love the Square Association to promote the Harrisonville Square

City Attorney Zerger read Council Bill 073 by title only. Mr. Moody reviewed the formation of the Love the Square Association and the focus is to encourage growth of the square. Mr. Moody explained the $2,500 will assist the association in promoting the square.

Council Bill 073 became Resolution 052.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Bret Reece, Board Member
SECONDER:	David Dickerson, Board Member
AYES:	Brown, Reece, Dickerson, Meyer, Stull, Coburn
ABSENT:	Marcia Milner, Stacey Dahlman

7. Aldermen and Committee Reports

Alderman Coburn gave an update of Boy Scout Franklin Patterson's Eagle Scout project, the stenciling of the stormwater drains throughout the city. It was also noted this is part of the MS4 Permit program and the information will be loaded on the city's GIS system. Alderman Coburn also commented how much he enjoyed the parade and thanked those that included his father's car in the parade. Alderman Meyer expressed his appreciation to the staff that assisted with the festival.

8. Report from the City Administrator

Mr. Moody asked Obie Carl to give an overview of the festival. Mr. Carl stated he thought the event was a great success and how much the city employee's help is appreciated. Mr. Carl also noted the assistance from the boy scouts in tearing down on Sunday and how much they were appreciated.

9. Report from the Mayor

Mayor Wood stated the street department did an incredible job, how impressed he was the VIP's and noted that Chief Hofer was at the festival all weekend. Mayor Wood expressed his appreciation to Mr. Clint Miller for his work on the parade.

10. Questions from the Media

Media was not present.

11. Adjourn to Executive Session

Alderman Meyer moved to adjourn to executive session for the purpose of section 610.021 (3), Personnel Actions. Alderman Reece seconded the motion, and it was approved by the following roll call vote:

Ayes: Aldermen Meyer, Coburn, Dickerson, Reece, Stull and Brown

Nays: None

Absent: Aldermen Dahlman, and Milner.

Abstain: None

Adjourned to executive session at 7:34 p.m.

Reconvened to regular session at 9:02 p.m.

12. Adjourn From Regular Session

Alderman Dickerson moved to adjourn the meeting. Alderman Meyer seconded the motion and it was approved by a voice vote. Meeting adjourned at 9:02 p.m.

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

ATTEST:

Kim Hubbard, City Clerk

STAFF REPORT

TO: **Board of Aldermen**

FROM: **John Hofer, Director**

DATE: **October 15, 2014**

SUBJECT: **Halloween Night Hay Ride**

Type of Item: *Approval*

Issue: Evardy Construction has requested permission to have a hay ride on October 31, 2014 from 6:30 pm until 10:00 pm on City Streets.

Background: The applicant, Chris Evans, of Evardy Construction is requesting to have a hay ride on Halloween night in a eight (8) block area of Chestnut and Pearl Street. Mr. Evans stated that the hay ride is for both young and old as there will be children getting on an off the trailer to trick-or-treat and adults on the trailer to watch the trick-or-treat participants. Mr. Evans thought that there would be about 18 total participants on the trailer. Mr. Evans has no specific route for the hay ride and said that they would drop the children off on one corner then drive around the block to pick the children up at the other end. The applicant said that they would try to avoid or create an congestion.

According to the applicant they will use a 16' trailer being pulled by a Ford 3600 tractor (4500 GVW) and that the tractor has all the appropriate lights for street use and that the trailer would have a lighted blinking orange slow moving vehicle sign on the rear. The necessary insurance has been submitted to the City for this event.

Recommendation: I do not support having people riding on trailers on any given day let alone on Halloween night. Please keep in mind that when we allow it for parades we have very strict rules that need to be adhered to which prohibits getting on and off the trailer/float. I don't feel this is a trend that we need to get started and staff does not support approval of this event permit.

Please contact me at the office if you have any questions or concerns.

A. Action Item (ID # 1613)

Halloween Night Hay Ride

Attachments:

Hay Ride App (PDF)

SPECIAL EVENTS APPLICATION

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

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

1. Organization: Evardy Construction
2. Name of Applicant: Chris Evans
   Address: 870 SW 1751st Rd Garden City Mo 64747
   Phone: 8167295780 Cell: 816 729 5780
3. Purpose of Event: Hay Ride using Flat bed trailer & tractor
4. Proposed date(s) and time(s) of Event: 10/31/14 6:30pm - 10:00pm
5. Location(s) where event will be held: Corner of Chestnut & Pearl travel 8 block radius depend on best traffic pattern to reduce congestion
6. Anticipated crowd size: 18
7. City services requested: (Please check all that apply) Provide detailed letter for these requests.

   ☐ Electricity ☐ Police Protection ☐ Traffic Control ☐ Ambulance Standby

   ☐ Cones ☐ Barricades ☐ Street or parking lot clean up
8. Any additional information: trailer lights will be operational / this is in effort to assist older parents to take part in trick or treating

APPROVED this ____ day of __________, 20 ___.

____
Chief of Police

____
City Clerk

Attachment: Hay Ride App (1613 : Halloween Night Hay Ride)

OP ID: KT

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/23/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Mike Keith Insurance, Inc.
PO Box 388-103 W. Franklin
Clinton, MO 64735
Phone: 660-885-5581
Fax: 660-885-8278

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: HARDY-1

INSURED
Evardy Construction Co LLC
15108 Horton St.
Overland Park, KS 66223

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Burns & Wilcox Ltd.	
INSURER B : Travelers Indemnity Co. of MO	
INSURER C : NCCI, Inc. - Kansas	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			BAG 1031651	08/07/14	08/07/15	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
								$
C B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		KS - TBD MO - 6JUB2E468012-14	09/19/14 09/19/14	09/19/15 09/19/15	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

PARKV-1

City of Harrisonville MO
300 E. Pearl St
Harrisonville, MO 64701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Karen Christianson

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Kim Hubbard, City Clerk**

DATE: **October 14, 2014**

SUBJECT: **Payroll Services Contract**

Type of Item: *Agreement*

Background: Staff has been looking at the options and benefits of outsourcing payroll. With less staff we see this as a way to lessen the load and free staff's time to concentrate on other aspects of their job. There were four (4) companies looked at, ADP, Paycor, Paycom and Paylocity. The decision came down to Paylocity and Paycor, both companies are very capable of providing the needed services, references for both were excellent and both are within budget.

Review: By outsourcing payroll this will give us the opportunity to have the payroll process more streamlined as well as the HR functions, many items are manually tracked right now. The new system will give employees access to their information online at any time and simplify the process of requesting and gaining approval for time off for the employee as well as the approving supervisor.

The Human Resources Specialist position which is right now a part time position working on average 16 hours a week would not be filled and that would equate to a savings of $24,000 per year and we would no longer need to pay for payroll software through INCODE another $2,300 per year savings. Paylocity's pricing is $25,986 per year and they have agreed to a two (2) year price lock. This includes the cost of leasing remote time clocks for a couple of facilities. Employees with access to a computer would log in at their computer; other departments would set up a PC for staff to log in and out at a central location.

The service will improve accuracy of the hours worked collection and entry process which is currently done in a way that is redundant and prone to human error. The system also simplifies scheduling and enhances staffing control for the supervisors. The capabilities can also be expanded if we choose and the software is continuously updated by the service provider so no need to buy a system and pay for continued service in order to benefit from the updates.

The timeline for the implementation will begin immediately after Board approval and be in service for the first payroll of the 2015 year.

Budget Impact: Although the service is roughly the same cost as the savings we will experience, there are some onetime expenses that will be covered by other expenses coming in under budget in 2014 (less than $5,000). No budget amendment is needed.

Recommendation: Implementation will require training of all staff but the improvement in service we will see is worth that investment. Staff recommends approval to enter into a contract with Paylocity to provide these services.

Council Bill No. 074

Resolution No.

A Resolution authorizing the City Administrator of the City of Harrisonville, Missouri to enter into an agreement with Paylocity to provide payroll services for the City of Harrisonville in an amount not to exceed $25,986 per year.

WHEREAS, the City of Harrisonville wishes to outsource its payroll function, and

WHEREAS, Paylocity can provide such services to the city.

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

Section 1: That the City Administrator of the City of Harrisonville is hereby authorized and directed to enter into an agreement with Paylocity to assume responsibility for the City of Harrisonville payroll services in an amount not to exceed $25,986 per year and

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 20th day of October 2014

Kevin W. Wood, Mayor and Ex-Officio

Chairman of the Board of Aldermen

ATTEST:

Kim Hubbard, City Clerk

WITNESS my hand and seal 20th day of October 2014

City of Harrisonville est. 1836

STAFF REPORT

TO: Board of Aldermen

FROM: Rodney Jacobs, Director

DATE: October 14, 2014

SUBJECT: Purchase of walk behind street saw for the Street Department

<u>Type of Item:</u> *Approval*

Summary Recommendation:

The Street Department is requesting approval for the purchase of a Husqvarna FS5000D street saw from United Rentals for $19,216 to replace an existing unit, a Target Pro35 purchased in 2001.

<u>Options:</u>

Staff has received bids from United Rentals, Hertz Rental and Fastenal for a new replacement street saw. Staff has also reviewed used units from United Rentals with a limited warranty.

The bids are:

United Rentals…………..2014 Husqvarna FS5000D with 30 inch blade guard $19,216.00 2 year warranty

Hertz Equipment Rental...2014 Husqvarna FS5000D with 30 inch blade guard $19,383.00 2 year warranty

Fastenal ………………..2014 Husqvarna FS5000D with 30 inch blade guard $26,629.06 2 year warranty

Fastenal ………………...2014 Norton Clipper C4430SD 30 inch blade guard $24,046.70 1 year warranty

United Rentals……Used.2010 Husqvarna FS6600D with 30 inch blade guard $16,906.00 30 day limited warranty

United Rentals……Used 2011 Husqvarna FS6600D with 30 inch blade guard $19,714.00 30 day limited warranty

Diamond Products……..2014 Core-Cut CC3700 with 30 inch blade guard no response to inquiry

<u>Recommendation:</u>

Major considerations in evaluating a street saw were; service, price, and reliability. Brands used in this area for street saws are: Husqvarna, Norton Clipper, and Core-Cut, with Husqvarna being the major brand due to service and training. While Norton Clipper has a tech center in Nixa Missouri, and Core Cut has a representative in Blue Springs they offer only limited service. A used unit was considered, but as saws of this type are prone to vibration and dust issues, the lack of warranty and price considerations made it a questionable investment. It is noticeable that United Rental's price is over seven thousand dollars cheaper than Fastenal's price for the same saw. This is due to United Rentals being partnered with National Joint Powers Alliance (NJPA) which serves as a municipal contracting agency.

It is Staff's recommendation to purchase a 2014 Husqvarna FS 5000D with a 30 inch blade guard from United Rentals in Belton Missouri at the cost of $19,216 which is within the $20,000 budget.

Thank you,

Rodney Jacobs

Superintendent of Streets

Council Bill No. 075

Resolution No.

A Resolution authorizing the City Administrator of the City of Harrisonville, Missouri to enter into an agreement with United Rentals to purchase a replacement walk-behind concrete saw in an amount not to exceed $19,216

WHEREAS, the City of Harrisonville wishes to replace its current walk-behind concrete saw, and

WHEREAS, United Rentals can provide such a replacement at a cost of $19,216

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

Section 1: That the City Administrator of the City of Harrisonville is hereby authorized and directed to enter into an agreement with United Rentals to purchase a replacement walk-behind concrete saw in an amount not to exceed $19,216.

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 20th day of October 2014

____

Kevin W. Wood, Mayor and Ex-Officio

Chairman of the Board of Aldermen

ATTEST:

____

Kim Hubbard, City Clerk

WITNESS my hand and seal 20th day of October 2014

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Keith Thomas, Director**

DATE: **April 1, 2013**

SUBJECT: **Armored Fiber For City Loop**

Type of Item: *Purchase*

Commscope D-144-LA-8W-F12NS 144F SM and D-072-LA-12NS-F12NS 72F SM armored loose tube cable for the fiber loop around the City of Harrisonville and the fiber for taps to City facilities.

The 144 count fiber will be used in the loop around the City and the majority will be installed on the 69KV transmission line structures. The 72 count fiber will be used for all taps including the ones to the City facilities.

Specifications were sent to the following suppliers for quotes:

	45,000' 144 Ct/Ft	15,000' 72 Ct/Ft	Total
WESCO	$0.97	$0.55	$51,900
HD Supply	$0.988	$0.564	$52,920
Fletcher-Reinhardt CO	$0.98	$0.56	$52,500

There is currently $673,668.97 remaining in the 69KV South Transmission Line Tie Re-build 2014 Capital Project #07-6-0090-4015. The only remaining material to be purchased for the project is approximately $90,000 of distribution hardware and conductor. Another $80,000 for any rock encountered and possible change orders should complete the project. This leaves approximately $500,000 that could be used for the new fiber loop project after completion of the South Tie.

We recommend award of the bid to WESCO for $51,900. The delivery of the fiber is approximately eight weeks after the award.

If I can answer any questions please let me know.

Council Bill No. 076

Resolution No.

A Resolution authorizing the City Administrator of the City of Harrisonville, Missouri to enter into an agreement with WESCO for the purchase of armored cable and fiber for the fiber loop around the City of Harrisonville in an amount not to exceed $51,900

WHEREAS, the City of Harrisonville wishes to purchase armored cable and fiber for the fiber loop around the City of Harrisonville, and

WHEREAS, WESCO can provide such materials at a cost of $51,900

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

<u>Section 1:</u> That the City Administrator of the City of Harrisonville is hereby authorized and directed to enter into an agreement with WESCO for the purchase of armored cable and fiber for the fiber loop around the City of Harrisonville in an amount not to exceed $51,900, and

<u>Section 2:</u> 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 20th day of October 2014

____

Kevin W. Wood, Mayor and Ex-Officio

Chairman of the Board of Aldermen

ATTEST:

____

Kim Hubbard, City Clerk

WITNESS my hand and seal 20th day of October 2014

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Rick Deluca, Director**

DATE: **October 6, 2014**

SUBJECT: **Public Hearing for an Ordinance to Amend Chapter 405, Section 405.280 of the Zoning Ordinance**

Type of Item: *Public Hearing*

Background: The attached ordinance would amend section 405.280, subsection A-3 of the zoning ordinance (CBD-1 Permitted Uses). The amendment would allow licensed food or beverage service establishments to temporarily utilize public sidewalks immediately adjacent to its establishment for outdoor dining purposes. *Our ordinance currently does not allow for this.*

In order for this to work effectively a policy must also be established to ensure compliance with ADA, adequate pedestrian circulation, and proper/responsible use of public right-of-way. Consequently, a draft policy has been attached for your review.

Recommendations: The Historic Preservation Commission Planning and Zoning Commission and staff recommend approval.

D. Discussion Item (ID # 1596)

Public Hearing for an Ordinance to Amend Chapter 405, Section 405.280 of the Zoning Ordinance Regarding Outdoor Dining

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Rick Deluca, Director**

DATE: **September 30, 2014**

SUBJECT: **Ordinance to Amend Chapter 405 of the Zoning Regulations for Outdoor Dining**

<u>Type of Item:</u> *Approval*

<u>Background</u>:

The attached ordinance would amend section 405.280, subsection A-3 of the zoning ordinance (CBD-1 Permitted Uses). The amendment would allow licensed food or beverage service establishments to temporarily utilize public sidewalks immediately adjacent to its establishment for outdoor dining purposes. *Our ordinance currently does not allow for this.*

In order for this to work effectively a policy must also be established to ensure compliance with ADA, adequate pedestrian circulation, and proper/responsible use of public right-of-way. Consequently, a draft policy has been attached for your review.

<u>Recommendations</u>.

The Historic Preservation Commission Planning and Zoning Commission and staff recommend approval.

Council Bill No. 077

Ordinance No.

AN ORDINANCE TO AMEND CHAPTER 405, SECTION 405.280 OF THE ZONING REGUATIONS REGARDING PERMITTED USES OF THE CITY OF HARRISONVILLE, MISSOURI.

WHEREAS, the City of Harrisonville has an obligation to enhance business productivity throughout Harrisonville; and

WHEREAS, the Historic Preservation Commission has recommended to the Board of Alderman that certain sections of the zoning regulations be amended as set forth below; and

WHEREAS, the Planning and Zoning Commission of the City of Harrisonville, Missouri held a public hearing in regards to certain sections of the zoning regulations; and

WHEREAS, the Planning and Zoning Commission has recommended to the Board of Alderman that certain sections of the zoning regulations be amended as set forth below; and

UNDERSTANDING, that an expansion in property use would allow property owners to utilize public property outside of their building to increase foot traffic, enhance quality of life, expand business opportunities and allow limited outdoor dining within the CBD-1 district.

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

Section 1: That Section 405.280, subsection A-3 of the Zoning Ordinance (CBD-1 Permitted Uses) of the City of Harrisonville, Missouri shall be amended to read as follows:

> "All products shall be sold and all services rendered inside a building except that banks and saving and loan establishments may have drive-in or walk-up service. A properly zoned and licensed food or beverage service establishment may temporarily utilize public sidewalks immediately adjacent to its establishment for outdoor dining purposes contingent upon compliance with City policy and ordinances."

Section 2: That the City hereby implements an application process for business owners to request approval for outdoor dining adjacent to their owned building.

Section 3: That the City hereby initiates the policy that applicants are required to submit the necessary application materials in order to request approval for outdoor dining on public property adjacent to, their owned building.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5: Effective Date. That this order shall become effective immediately upon its passage and approval.

Vote taken as follows:

Ayes:

Nays:

Abstain:

READ ONE TIME BY TITLE ONLY ON OCTOBER 20, 2014. READ FOR A SECOND TIME BY TITLE ONLY ON OCTOBER 20, 2014 AND WAS DULY APPROVED BY THE BOARD OF ALDERMEN THIS 20TH DAY OF OCTOBER, 2014.

____

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

ATTEST:

____

Kim Hubbard, City Clerk

APPROVED by the Mayor this 20th day of October 2014.

PROPOSED GUIDELINES FOR OUTDOOR DINING
DRAFT

Barriers

1. For specific dining areas that extend onto the public sidewalk, a three (3) foot high fence barrier should be provided along the full perimeter of the outdoor dining area which precludes the public from directly accessing the tables and chairs of the outdoor dining.

2. In the instance that the outdoor dining area is proposed to be limited to one row of table and chairs abutting the wall of the establishment and if no alcohol will be served, then no barrier shall be required.

3. A minimum six (6) feet wide unobstructed pedestrian corridor is required. Benches against the building with no food service provided may be permitted provided a minimum of six (6) feet of open sidewalk width for the public is still maintained.

Furniture and Fixtures

1. Only tables, benches and chairs are allowed in this outdoor dining area. No other equipment or fixtures are allowed.

2. Tables and chairs will be removed from the sidewalk and placed inside the business every day/night when the outdoor dining area is closed. There shall be no stacking or storage of outdoor furniture on the public sidewalk. Benches do not have to be removed if they are located against the building and for self service and maintain a six (6) foot cleared area.

3. Furniture and barriers should not be secured to the sidewalk, wall of buildings, trees, lampposts, street signs, hydrants or any other street infrastructure.

4. Small square or rectangular tables (no higher than 3 feet) are preferred. Small rectilinear tables are flexible for dining configurations and fit flush against a building's wall which allows for more useable area for pedestrians.

5. Signs are not permitted in the outdoor dining area or on the sidewalk in front of the restaurant; this includes sandwich boards and blackboards.

6. The sidewalk under the outdoor dining area shall remain uncovered. Carpeting, raised decks, platforms or painted sidewalk surfaces are not permitted.

7. All furniture and fixtures shall be readily removable without damage to the surface of the sidewalk. There shall be no penetration of the public sidewalk surfaces. Property owners and restaurant tenants will be subject to fines for any damage to sidewalks, trees, tree planters, etc.

8. Doors that lead to outdoor dining areas must remain closed or be screened if they are to be left opened.

9. Self service restaurants and retail food establishments must provide self-closing trash containers in front of their businesses against their façade.

10. Outdoor dining management shall keep the outdoor dining area clear of litter, food scraps, and soiled dishes and utensils at all times. Private trash receptacles shall be emptied daily.

11. The permit holder must keep the area between the building and curb clean and clear of trash and cigarette butts. It must be swept when furniture is removed.

12. The design, material and colors used for chairs, tables and umbrellas, awnings and other fixtures should compliment the architectural style and colors of the building façade and street furniture and may be subject to HPC approval.

Circulation

1. No part of the outdoor dining area (including plants) may extend into the six (6) foot unobstructed pedestrian corridor sidewalk.

2. Food service aisles shall not be less than 36 inches wide for staff access to outdoor dining tables within the enclosed barrier area. Wait staff may not serve patrons from that portion of the sidewalk beyond and outside the perimeter fenced barrier and enclosure.

3. Ingress/egress must be maintained between restaurants doorways and the sidewalk. All ADA Accessibility Guidelines and Fire Code should be adhered to.

4. The exit doors of the restaurant should be maintained free of chairs and tables at all times.

5. The outdoor dining area must be handicapped accessible.

6. Lighting for nighttime dining shall be kept to a minimum and emergency lighting may be required and shall illuminate only the outdoor dining area.

Outdoor Dining Patio

1. An outdoor dining patio may be constructed by a business or adjacent property owner in the area that is currently used for on-street parking. The patio must be adjacent to the front of the building/business that fronts the outdoor patio.

2. The outdoor dining patio must be built to City standards and is subject to City approval. In evaluating a request for an outdoor patio, the City may take into account safety considerations, parking constraints, ADA constraints, or other concerns that may not be in the best interest of the public or adjacent property.

Operational

1. The total number of seats should not exceed the business' previous approved maximum seats and is subject to Health Department approvals. Seats may need to be removed from the interior of the business in order to maintain the total number of approved seating when combined with the outside dining seating. Retail food establishments shall not exceed twelve (12) seats total inclusive of interior and exterior seating.

2. Outdoor dining requires serving and consumption of food products.

3. Approvals by appropriate town departments for all outdoor dining shall be required on an annual basis for a maximum of twelve (12) months use only. Annual renewals are not automatic and are subject to review of complaints and violations annually.

4. There shall be no food preparation in outdoor dining areas.

5. Heating elements and free-standing umbrellas are allowed within the footprint of the permitted outdoor dining area, but may not encroach on the clear path of travel.

6. Heating elements must be of a type permitted by the Fire Department and must be temporary in nature and easily removable.

7. Outdoor dining areas cannot run electrical cords from the restaurant building, its façade or from Town power receptacles. Electrical cords or strings of lights may not be strung over or be placed on the pedestrian path of travel.

8. Outdoor speakers may be used and music from inside the restaurant or retail establishment may be heard beyond the building itself onto the sidewalk between the hours of 9:00 AM and 10:00 PM. However, compliance with Chapter 250 (Noise) of the City Code is required at all times.

9. Outdoor dining areas shall be arranged so as not to obstruct pedestrian visibility of the ground floor of the adjoining retail establishments.

Approval

1. Permits shall only be issued to the address stated on the respective applicant's retail food license. No portion of the outdoor dining area may expand to include neighboring businesses, residences or empty lots.

Permit Revocation/Expiration

1. All outdoor dining permits are wholly of a temporary nature and can be revoked by the City given a 7-day notice.

2. In the event of a major public event, such as a parade, the business shall remove the sidewalk café if asked to do so by the City with at least 24 hours notice. In the event of an emergency, the City may immediately clear the outdoor dining to preserve public health and safety and shall not be responsible for damages.

3. Permits are prohibited from transferring to different management or ownership, the new management must re-apply for outdoor dining use.

Outdoor Dining Standards

1. The outdoor dining must be accessible and detectable per the Americans with Disabilities Act (ADA) guidelines.

2. The clear path of travel is measured from the outside edge of the outdoor dining fencing or fence post base to the nearest construction (i.e. tree pit, parking meter, bike rack, planting strip, light post, etc.). If no obstruction exists, the clear path of travel is measured to the back of the curb.

Liquor Control

1. Outdoor dining providers must be in compliance with all City and State laws regarding serving alcohol and alcohol licenses.

2. An Outdoor Dining owner has an affirmative duty to prohibit any patron from leaving the outdoor dining area with any alcoholic liquor, except in a package properly sealed or bagged.

3. Any alcohol served at an outdoor table must be served in a glass or plastic cup. Beer cans or bottles are prohibited and wine bottles must be presented in a sheath or ice bucket.

Inspections and Permit Renewal

1. The City will conduct an initial inspection of the outdoor dining area and verify the following:

- Compliance with outlined permit conditions; and
- Installed per approved outdoor dining plan

2. The City will conduct an annual inspection at the time of the permit renewal and verify the following:

- Permit conditions are still met;
- Original business is still in operation;
- Current site conditions do not require permit modifications.

Enforcement

1. Notice of violation of any standards of operation will be made verbally or in writing to the permit holder.

2. Violations of the terms of the permit or any provision of these standards will be kept on file by the City. More than two violations within one calendar year of the provisions of the policy will constitute cause to revoke the permit.

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Rick Deluca, Director**

DATE: **October 7, 2014**

SUBJECT: **Ordinance to Amend Article 6, Section 215.285 regarding Firearms**

Type of Item: *Amendment*

SUBJECT Sporting Supply - Amendment to City Code

The attached ordinance would amend Article 6 (Offences Concerning Weapons and Firearms) Section 215.285 (Discharging Air Gun, etc.). The following is what would be proposed. The black text is language that currently exists. The red text is what is proposed.

The following additions were made to allow for the Sporting Supply request, VFW ceremonies, school archery classes/events, events at festivals, starting pistols at track meets and similar uses.

"SECTION 215.285. DISCHARGING OF WEAPONS WITHIN CITY LIMITS.

It shall be unlawful for any person within the limits of the City to shoot or discharge any bow, crossbow, sling, wrist rocket gun, air rifle, air gun, pellet gun, paintball gun or taser or firearm of any description or any other weapon that is designed or adapted to expel a projectile whether ball or any kind of explosive whatsoever or electrical current. This section shall not be construed to apply:

1. To the discharge of firearms by any duly authorized law enforcement officer when necessary in the discharge of his or her official duties;
2. To the discharge of firearms in any licensed shooting gallery;
3. To firing squads for ceremonials (such as an honor guard), and public events if the firearms will only discharge blank ammunition and provided that the Chief of Police approves the discharge of firearms;
4. To a legitimate and licensed gunsmith in pursuit of his or her trade, in a safe and acceptable manner, with the issuance of a special use permit;
5. To a legitimate public or private school event if approved by the Chief of Police.
6. To the discharge of a firearm in lawful self-defense or defense of another person.
7. The discharge of paintballs guns is authorized for persons participating in paintball activities, at specified locations within the City parks, as approved by the Board of Aldermen."

Council Bill No. 078

Ordinance No.

AN ORDINANCE OF THE CITY OF HARRISONVILLE AMENDING ARTICLE VI (OFFENCES CONCERNING WEAPONS AND FIREARMS) SECTION 215.285 (DISCHARGING AIR GUN, ETC.) REGARDING THE DISCHARGING OF BOWS, CROSSBOWS, AND FIREARMS WITHIN THE CITY LIMITS OF HARRISONVILLE, MISSOURI.

WHEREAS the City of Harrisonville Board of Alderman, after careful and due deliberation, concludes that amending Section 215.285 of the City Ordinance as set forth below would be in the best interest of the City.

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

Section 1.

Section 215.285, Offences Concerning Weapons and Firearms, of the Harrisonville City Code is hereby amended by repealing the existing Section 215.285 and establishing the amended section 215.285, as follows:

"SECTION 215.285. DISCHARGING OF WEAPONS WITHIN CITY LIMITS.

It shall be unlawful for any person within the limits of the City to shoot or discharge any bow, crossbow, sling, wrist rocket gun, air rifle, air gun, pellet gun, paintball gun or taser or firearm of any description or any other weapon that is designed or adapted to expel a projectile whether ball or any kind of explosive whatsoever or electrical current. This section shall not be construed to apply:

1. To the discharge of firearms by any duly authorized law enforcement officer when necessary in the discharge of his or her official duties;
2. To the discharge of firearms in any licensed shooting gallery;
3. To firing squads for ceremonials (such as an honor guard), and public events if the firearms will only discharge blank ammunition and provided that the Chief of Police approves the discharge of firearms;
4. To a legitimate and licensed gunsmith in pursuit of his or her trade, in a safe and acceptable manner, with the issuance of a special use permit;
5. To a legitimate public or private school event if approved by the Chief of Police.
6. To the discharge of a firearm in lawful self-defense or defense of another person.
7. The discharge of paintballs guns is authorized for persons participating in paintball activities, at specified locations within the City parks, as approved by the Board of Aldermen."

Section 2.

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

Section 3.

Effective Date. This ordinance shall become effective immediately upon its passage and approval.

Vote taken as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

READ FOR THE FIRST TIME BY TITLE ONLY ON THE 20TH DAY OF OCTOBER 2014 AND WAS READ FOR A SECOND TIME, AS AMENDED, BY TITLE ONLY ON THE 20TH DAY OF OCTOBER 2014 AND PASSED BY THE BOARD OF ALDERMEN THIS 20TH DAY OF OCTOBER 2014.

____

Kevin W. Wood, Mayor and Ex-Officio

Chairman of the Board of Aldermen

ATTEST:

____

Kim Hubbard, City Clerk

APPROVED by the Mayor this 20th day of October 2014.

City of Harrisonville est. 1836

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Jerry Gibbs, Director**

DATE: **October 3, 2014**

SUBJECT: **PLUMBING LEAD BAN**

Type of Item: *Amendment*

BACKGROUND - MDNR (Missouri Department of Natural Resources) completes a Sanitary Survey Inspection of the city's water system every 3 years. The latest inspection was completed in May of this year. No significant issues were found. Four deficiencies were identified. The deficiencies can be described as operational, administrative and legislative in nature. The city had until October 2nd to respond and correct the deficiencies.

ISSUE - The city's plumbing code references The Missouri Lead Ban Rule 10 CSR 60-10.040 and does not reflect the current definition of lead free. Adopting the Lead Ban Ordinance will bring our water system into compliance with the 2011 Reduction of Lead in Drinking Water Act.

Council Bill No. 079

Ordinance No.

AN ORDINANCE AMENDING SECTION 700.040 BY CREATING SECTION A FOR A LEAD BAN IN PUBLIC AND PRIVATE DRINKING WATER PLUMBING

WHEREAS, the Board of Aldermen of the City of Harrisonville, Missouri desire to amend Chapter 700.040 as reflected below regarding the regulation of lead in public and private drinking water systems; and

WHEREAS, lead in public and private drinking water can be detrimental to the health and safety of those ingesting it; and

WHEREAS, the health and safety of the residents of the City of Harrisonville, Missouri ("City") is of primary concern.

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

SECTION ONE: That Section A shall read as follows:

A. Purpose. The purpose of this ordinance is:

1) To ban the use of lead materials in the public drinking water system and private plumbing connected to the public drinking water system; and

2) To protect the City's residents from lead contamination in the City's public drinking water system and their own private plumbing systems.

B. Application. This ordinance shall apply to all premises served by the public drinking water system of the City.

C. Policy. This ordinance will be reasonably interpreted by the water purveyor. It is the purveyor's intent to ban the use of lead based material in the construction or modification of the City's drinking water system or private plumbing connected to the City system. The cooperation of all consumers is required to implement the lead ban. If, in the judgment of the water purveyor or his authorized representative, lead based materials have been used in new construction or modifications after January 1, 1989, due notice shall be given to the consumer. The consumer shall immediately comply by having the lead base materials removed from the plumbing system and replaced with lead free materials. If the lead base materials are not removed from the plumbing system, the water purveyor shall have the right to discontinue water service to the premises.

SECTION TWO: Definitions

A. The following definitions shall apply in the interpretation and enforcement of this ordinance.

1) "Consumer" means the owner or person in control of any premises supplied by or in any manner connected to a public water system;

2) "Lead base materials" means any material containing lead in excess of the quantities specified in Section II. A. 3;

3) "Lead free" means:

A. When used with respect to solder and flux, refers to solders and flux containing not more than 0.2 percent (0.2%) lead; and

B. When used with respect to pipes and pipe fittings, refers to pipes and pipe fittings

4) "Public drinking water system" means any publicly or privately owner water system supplying water to the general public which is satisfactory for drinking, culinary and domestic purposes and meets the requirements of the Missouri Department of Natural Resources; and

5) "Water purveyor" means the owner, operator, or individual in responsible charge of a public water system.

Section III. Lead Banned from Drinking Water Plumbing

A. No water service connection shall be installed or maintained to any premises where lead base materials were used in new construction or modifications of the drinking water plumbing after January 1, 1989.

B. If a premises is found to be in violation of Section III. A., water service shall be discontinued until such time that the drinking water plumbing is lead free.

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

<u>SECTION FOUR</u>: This Ordinance shall be in full force and effect both from and after its passage and approval by the Mayor.

Ayes:

Nays:

Absent:

Abstain:

Read two times by title only on the 20th day of October, 2014, and passed by the Board of Aldermen this 20th day of October, 2014.

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

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 20th day of October, 2014.

STAFF REPORT

TO: **Board of Aldermen**

FROM: **Jerry Gibbs, Director**

DATE: **October 8, 2014**

SUBJECT: **ASSIGNMENT OF KANSAS CITY WATER PURCHASE AGREEMENT**

Type of Item: *Agreement*

BACKGROUND - On 6-18-2014 the Board of Alderman approved an intent to sell letter to Kansas City Water Services. Staff sent numerous letters to adjoining communities that purchased Kansas City water. Lee's Summit was the first to express interest and in April 2013 negotiations began. Lee's Summit eventually agreed to reimburse Harrisonville for the out-of - pocket amount paid to Kansas City based on the Repayment Schedule and assume the remainder of our payment obligation. The condition of the purchase was Lee's Summit wanted to take all of the 5 mgd at the South Terminal Pump Station. Kansas City would not agree until they completed a hydraulic model of their transmission system. The results were not finalized until the end of May 2014.

On July 7, I received a call from Sean Hennessey with Kansas City Water Services informing me Kansas City and Lee's Summit had come to a tentative agreement with respect to the Harrisonville water. This was good news to Harrisonville. I later found out the purchase of Harrisonville water was a small piece of a complex contentious water and sewer agreement requiring more time to complete. Harrisonville has limited influence on the time line for KC and Lee's Summit to finalize the terms of their agreement. In an effort to move our issue forward I sent a letter to Terry Leeds, Kansas City Water Service Director requesting Kansas City approve the assigning of our water agreement in writing independent of the other negotiations.

I cited: Article 1 - General Conditions #7 requires written consent by CITY. This step could not be taken pending KCMO review of the Black and Veatch Hydraulic Analysis Report. This step was completed and sufficient surplus capacity was available to the South Terminal Pump Station. Article II - Point of Service 1b *Other Location* requires mutually agreement between parties. This has also been completed. Lee's Summit has agreed to assume our payments. Based on the information provided in the July 7th call from Sean Hennessey the remaining steps for Harrisonville is to be given permission in writing to assign our purchase agreement to Lee's Summit.

ISSUE - The assignment of our water agreement requires three signatures Kansas City giving us permission to assign our agreement to Lee's Summit and approving Lee's Summits take point. Harrisonville needs to sign showing we no longer anticipate needing Kansas City Water and agree to sell it to Lee's Summit. Lee's Summit needs to sign showing acceptance of the terms which include reimbursing the city for their out of pocket payments to Kansas City within 10 days. There is no order in which the signatures must happen. It requires all three to make it valid.

The Public Works Committee has stated many times they are in favor of selling our interest in Kansas City Water. Authorizing the City Administrator to sign will show Harrisonville is committed to the assignment and eliminates any excuse for the other two parties not to proceed with approval on their side. The legal agreement was drafted by ZergerMauer. It is attached for your review along with the letter to Terry Leeds. Staff is requesting the Board of Alderman authorize the City Administrator to sign the assignment agreement.

Council Bill No. 080

Resolution No.

An Ordinance to authorize the City Administrator to sign a letter of intent to assign the Kansas City water purchase agreement to the City of Lee's Summit, MO

WHEREAS, the Board of Aldermen of the City of Harrisonville, Missouri wishes to terminate the Kansas City Water purchase agreement, and

WHEREAS, the City of Lee's Summit, MO wishes to purchase the agreement, and

WHEREAS, a letter of intent to assign that purchase agreement to the City of Lee's Summit must be signed by the City Administrator to formalize that intent

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

SECTION ONE: That the City Administrator is hereby authorized and directed to sign a letter of intent to assign the Kansas City water purchase agreement to the City of Lee's Summit, MO

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

Ayes:

Nays:

Absent:

Abstain:

Read two times by title only on the 20th day of October 2014, and passed by the Board of Aldermen this 20th day of October 2014.

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

ATTEST:

Kim Hubbard, City Clerk

APPROVED by the Mayor this 20th day of October 2014.

ASSIGNMENT OF WATER PURCHASE AGREEMENT

THIS ASSIGNMENT OF WATER PURCHASE AGREEMENT, is made effective as of ___________________ (the "Effective Date") and is made by and between Harrisonville, Missouri, a municipal corporation of the State of Missouri, hereinafter the "**Assignor**" and Lee's Summit, Missouri, a municipal corporation of the State of Missouri, hereinafter the "**Assignee**".

WHEREAS, Assignor entered into the Water Purchase Assignment on September 17, 2007 with Kansas City, Missouri, ("Kansas City") a municipal corporation of the State of Missouri;

WHEREAS, under the terms of the Water Purchase Agreement, Assignor agreed to purchase water from Kansas City and Kansas City agreed to deliver and sell water to Assignor;

WHEREAS, Assignor and Kansas City agreed to share in the expenses for the construction of a transmission main, pump station, and elevated tank to provide necessary facilities;

WHEREAS, Assignor agreed to construct, at its expense, a metering/regulating facility to purchase water from Kansas City;

WHEREAS, Assignee wishes to purchase all of Assignor's rights and obligations under the Water Purchase Agreement and Assignor desires to sell all of its rights and obligations under the Agreement to Assignee;

WHEREAS, Assignee agrees to pay the amount of ____(written) ($______________) (the "Transfer Price") to Assignor for the interests and obligations assigned herein and for the payments Assignor already made under the Water Purchase Agreement;

WHEREAS, receipt of payment of the Transfer Price shall be within ten (10) days of the Effective Date;

WHEREAS, Paragraph 7 of the Water Purchase Agreement provides that, without the written consent of the non-assigning party, neither party thereto may assign its rights under such agreement; and

WHEREAS, Kansas City wishes to consent and recognize the assignment of the Water Purchase Agreement from Assignor to Assignee and release and discharge Assignor from any further obligations and liabilities under the Water Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Upon the Effective Date and delivery of the $_________________ Transfer Price, within 10 days of the Effective Date, by Assignee to Assignor, (a) Assignor hereby unconditionally and irrevocably assigns, sells, transfers and conveys to Assignee all of its right, title, interest, obligations and liabilities in, to and under the Water Purchase Agreement, and (b) Assignee hereby unconditionally and irrevocably accepts such assignment and hereby unconditionally and irrevocably assumes and agrees to pay the Transfer Price, to Assignor, and otherwise undertake, observe, perform and discharge in accordance with their terms all of Assignor's payment and other obligations and liabilities under the Water Purchase Agreement arising from and after the dates of this Agreement, and (c) Kansas City, pursuant to Paragraph 7 of the Water Purchase Agreement, hereby accepts, acknowledges, and grants its complete, unconditional and irrevocable consent to the terms and provisions of the Assignment, and further agrees that from and after the date hereof, it will recognize the Assignee as the Assignor for all purposes under the Water Purchase Agreement.

In addition, Assignee and Kansas City do hereby **RELEASE AND DISCHARGE** the Assignor and its predecessors, successors, assigns, and their respective employees, elected and appointed officials, agents, attorneys, insurers, and representatives (collectively referred to as "Affiliates"), jointly and severally, from any and all claims, counterclaims, demands, damages, debts, agreements, covenants, suits, contracts, obligations, liabilities, accounts, offsets, rights, actions and causes of action of any nature whatsoever, including, without limitation, all claims, demands, and causes of action for contribution and indemnity, whether arising at law or in equity (including without limitation, claims of fraud, duress, mistake, tortuous interference or usury), whether presently possessed or possessed in the future, whether known or unknown, whether liability be direct or indirect, liquidated or unliquidated, whether presently accrued or to accrue hereafter, whether absolute or contingent, foreseen or unforeseen, and whether or not heretofore asserted, for or because of or as a result of any act, omission, communication, transaction, occurrence, representation, promise, damage, breach of contract, fraud, violation of any statute or law, commission of any tort, or any other matter whatsoever or thing done, omitted or suffered to be done by the Assignor or its Affiliates, INSOFAR AS THE SAME ARISE OUT OF OR RELATE TO THE WATER PURCHASE AGREEMENT, which occurs in whole or in part, or was initiated at any time from the date of the Water Purchase Agreement.

This written Assignment contains the sole and entire Agreement between the parties. No waiver or modification of this Agreement or of any covenant, condition or limitation contained herein shall be valid unless it is reduced to written form and duly executed by the parties. No evidence of any waiver or modification of the terms herein shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising, in any manner, out of this Agreement, unless such waiver or modification is in writing and duly executed by the parties. For Assignor, any such modification must be approved, in advance, by lawful vote of the Board of Aldermen.

It is the parties expressed intent that this Agreement and its performance, as well as, all suits and special proceedings relating to it, be construed in accordance with and pursuant to the laws of the State of Missouri. The laws of the State of Missouri shall be applicable and shall govern to the exclusion of the law of any other forum. All actions related to the validity, construction, interpretation and enforcement of this Agreement shall be instituted and litigated in the courts of the State of Missouri, located in Cass County, without regard to the jurisdiction in which any legal action or special proceeding may be instituted, commenced or initiated. In accordance herewith, the parties to this Agreement submit to the jurisdiction of the courts of the State of Missouri, located in Cass County, Missouri.

Each party warrants and represents that it has complied with RSMo 432.070 and has full authority to enter into this Agreement and all necessary approvals, including a vote by the respective governing bodies, have been obtained and that the person executing this Agreement on its behalf is authorized to do so.

If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby. Paragraph headings are used herein for convenience only and shall not be used to interpret this Agreement or any provision hereof.

This Agreement, and any exhibits and attachments thereto, contains the entire agreement between the parties concerning the subject matter hereof, supersedes any prior or contemporaneous agreements, negotiations or understandings (written or oral) between the parties regarding the subject matter hereof.

This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which counterparts shall be deemed to be one and the same document. The parties may execute this Agreement by signatures obtained through facsimile and those signatures may be relied upon by the other party as valid as if they were signed in the presence of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SO AGREED:

CITY OF HARRISONVILLE, MISSOURI

By: ______________________________ **Date:** ____________________
[name]

Subscribed and sworn to before me, a Notary Public, this __ of ___________, 2014.

____

My commission expires:

LEE'S SUMMIT, MISSOURI

By: _______________________________ **Date:** ____________________
[Name]

Subscribed and sworn to before me, a Notary Public, this __ of ___________, 201_.

____

My commission expires:

KANSAS CITY, MISSOURI

By: _______________________________ **Date:** ____________________
[Name]

Subscribed and sworn to before me, a Notary Public, this __ of ____________, 201_.

____

My commission expires:

October 8, 2014

Mr. Terry Leeds, Director
Water Services Department
CITY OF KANSAS CITY, MISSOURI
4800 East 63rd Street
Kansas City, Missouri 64130

Re: Harrisonville Water Agreement Assignment

Dear Mr. Leeds:

Mike Tholen and I met with you and your staff earlier this year to discuss steps necessary to transfer Harrisonville's obligation under the Water Purchase Agreement to Lee's Summit. Andy Shively stated he needed time to review the Black and Veatch Report to verify the surplus capacity was there. On July 7, I received a call from Sean Hennessey informing me Kansas City and Lees Summit had come to a tentative agreement with respect to the Harrisonville water. This was good news to Harrisonville. I later found out the larger agreement would still require a long time to complete. Harrisonville has no control over the timing or the outcome of this larger agreement.

Article 1 – General Conditions #7 requires written consent by CITY. This step could not be taken pending Andy's review of the report. This step has been completed. Article II – Point of Service 1b *Other Location* requires mutually agreement between parties. This has also been completed. Lee's Summit has agreed to assume our payments. Based on the information provided in the July 7th call from Sean Hennessey the remaining steps for Harrisonville is to be given permission in writing to assign our purchase agreement to Lee's Summit. I am attaching our agreement form with Lee's Summit which includes a signature line for Kansas City and a statement consenting to the assignment. You may have another form you wish to use. I had sent this form to Sean but I have not heard back if it was acceptable or another form would be required.

The Board of Alderman have approved placing a $7,000,000 bond question on the November ballot to upgrade our existing water treatment plant. The total upgrades will cost $9.5 M. I would like to be able to state Kansas City has agreed to allow us to assign our water purchase agreement to Lee's Summit and not just "we have reached an agreement in principal". Please consider our request.

Regards,
Jerry W. Gibbs

Director of Public Works
816-380-8964

Attachment 1

Harrisonville 353736-270917

	Enter Values
Loan Amount	$3,159,184.00
Annual Interest Rate	4.238000%
Loan Period in Years	20
Start Date of Loan	3/1/2008

Monthly Payment	$19,542.54
Number of Payments	240
Total Interest	$1,531,025.89
Total Cost of Loan	$4,690,209.89

No.	Payment Date	Beginning Balance	Payment	Principal	Interest	Ending Balance
1	4/1/2008	$ 3,159,184.00	$ 19,542.54	$ 8,385.36	$ 11,157.18	$ 3,150,798.64
2	5/1/2008	3,150,798.64	19,542.54	8,414.98	11,127.57	3,142,383.66
3	6/1/2008	3,142,383.67	19,542.54	8,444.69	11,097.85	3,133,938.98
4	7/1/2008	3,133,938.98	19,542.54	8,474.51	11,068.03	3,125,464.47
5	8/1/2008	3,125,464.47	19,542.54	8,504.44	11,038.10	3,116,960.03
6	9/1/2008	3,116,960.03	19,542.54	8,534.48	11,008.06	3,108,425.55
7	10/1/2008	3,108,425.55	19,542.54	8,564.62	10,977.92	3,099,860.93
8	11/1/2008	3,099,860.93	19,542.54	8,594.87	10,947.68	3,091,266.07
9	12/1/2008	3,091,266.07	19,542.54	8,625.22	10,917.32	3,082,640.85
10	1/1/2009	3,082,640.85	19,542.54	8,655.68	10,886.86	3,073,985.17
11	2/1/2009	3,073,985.17	19,542.54	8,686.25	10,856.29	3,065,298.88
12	3/1/2009	3,065,298.91	19,542.54	8,716.93	10,825.61	3,056,581.99
13	4/1/2009	3,056,581.99	19,542.54	8,747.71	10,794.83	3,047,834.28
14	5/1/2009	3,047,834.28	19,542.54	8,778.61	10,763.93	3,039,055.67
15	6/1/2009	3,039,055.67	19,542.54	8,809.61	10,732.93	3,030,246.06
16	7/1/2009	3,030,246.06	19,542.54	8,840.72	10,701.82	3,021,405.34
17	8/1/2009	3,021,405.34	19,542.54	8,871.94	10,670.60	3,012,533.39
18	9/1/2009	3,012,533.39	19,542.54	8,903.28	10,639.26	3,003,630.11
19	10/1/2009	3,003,630.11	19,542.54	8,934.72	10,607.82	2,994,695.39
20	11/1/2009	2,994,695.39	19,542.54	8,966.28	10,576.27	2,985,729.12
21	12/1/2009	2,985,729.12	19,542.54	8,997.94	10,544.60	2,976,731.18
22	1/1/2010	2,976,731.18	19,542.54	9,029.72	10,512.82	2,967,701.46
23	2/1/2010	2,967,701.46	19,542.54	9,061.61	10,480.93	2,958,639.85
24	3/1/2010	2,958,639.85	19,542.54	9,093.61	10,448.93	2,949,546.24
25	4/1/2010	2,949,546.24	19,542.54	9,125.73	10,416.81	2,940,420.51
26	5/1/2010	2,940,420.51	19,542.54	9,157.96	10,384.59	2,931,262.56
27	6/1/2010	2,931,262.56	19,542.54	9,190.30	10,352.24	2,922,072.26
28	7/1/2010	2,922,072.26	19,542.54	9,222.76	10,319.79	2,912,849.50
29	8/1/2010	2,912,849.50	19,542.54	9,255.33	10,287.21	2,903,594.17
30	9/1/2010	2,903,594.17	19,542.54	9,288.01	10,254.53	2,894,306.16

No.	Payment Date	Beginning Balance	Payment	Principal	Interest	Ending Balance
31	10/1/2010	2,894,306.16	19,542.54	9,320.82	10,221.72	2,884,985.34
32	11/1/2010	2,884,985.34	19,542.54	9,353.73	10,188.81	2,875,631.61
33	12/1/2010	2,875,631.61	19,542.54	9,386.77	10,155.77	2,866,244.84
34	1/1/2011	2,866,244.84	19,542.54	9,419.92	10,122.62	2,856,824.92
35	2/1/2011	2,856,824.92	19,542.54	9,453.19	10,089.35	2,847,371.73
36	3/1/2011	2,847,371.73	19,542.54	9,486.57	10,055.97	2,837,885.16
37	4/1/2011	2,837,885.16	19,542.54	9,520.08	10,022.46	2,828,365.08
38	5/1/2011	2,828,365.08	19,542.54	9,553.69	9,988.84	2,818,811.38
39	6/1/2011	2,818,811.38	19,542.54	9,587.44	9,955.10	2,809,223.94
40	7/1/2011	2,809,223.94	19,542.54	9,621.30	9,921.24	2,799,602.64
41	8/1/2011	2,799,602.64	19,542.54	9,655.28	9,887.26	2,789,947.37
42	9/1/2011	2,789,947.37	19,542.54	9,689.38	9,853.16	2,780,257.99
43	10/1/2011	2,780,257.99	19,542.54	9,723.60	9,818.94	2,770,534.39
44	11/1/2011	2,770,534.39	19,542.54	9,757.94	9,784.60	2,760,776.46
45	12/1/2011	2,760,776.46	19,542.54	9,792.40	9,750.14	2,750,984.58
46	1/1/2012	2,750,984.58	19,542.54	9,826.97	9,715.56	2,741,157.61
47	2/1/2012	2,741,157.61	19,542.54	9,861.68	9,680.85	2,731,295.93
48	3/1/2012	2,731,295.93	19,542.54	9,896.50	9,646.03	2,721,399.43
49	4/1/2012	2,721,399.43	19,542.54	9,931.45	9,611.08	2,711,467.98
50	5/1/2012	2,711,467.98	19,542.54	9,966.53	9,576.00	2,701,501.45
51	6/1/2012	2,701,501.45	19,542.54	10,001.73	9,540.80	2,691,499.72
52	7/1/2012	2,691,499.72	19,542.54	10,037.05	9,505.48	2,681,462.67
53	8/1/2012	2,681,462.67	19,542.54	10,072.50	9,470.03	2,671,390.17
54	9/1/2012	2,671,390.17	19,542.54	10,108.07	9,434.46	2,661,282.10
55	10/1/2012	2,661,282.10	19,542.54	10,143.77	9,398.76	2,651,138.33
56	11/1/2012	2,651,138.33	19,542.54	10,179.59	9,362.94	2,640,958.74
57	12/1/2012	2,640,958.74	19,542.54	10,215.54	9,326.99	2,630,743.20
58	1/1/2013	2,630,743.20	19,542.54	10,251.62	9,290.91	2,620,491.58
59	2/1/2013	2,620,491.58	19,542.54	10,287.83	9,254.70	2,610,203.75
60	3/1/2013	2,610,203.75	19,542.54	10,324.16	9,218.37	2,599,879.59
61	4/1/2013	2,599,879.59	19,542.54	10,360.62	9,181.91	2,589,518.97
62	5/1/2013	2,589,518.97	19,542.54	10,397.21	9,145.32	2,579,121.76
63	6/1/2013	2,579,121.76	19,542.54	10,433.93	9,108.60	2,568,687.83
64	7/1/2013	2,568,687.83	19,542.54	10,470.78	9,071.75	2,558,217.05
65	8/1/2013	2,558,217.05	19,542.54	10,507.76	9,034.77	2,547,709.29
66	9/1/2013	2,547,709.29	19,542.54	10,544.87	8,997.66	2,537,164.42
67	10/1/2013	2,537,164.42	19,542.54	10,582.11	8,960.42	2,526,582.31
68	11/1/2013	2,526,582.31	19,542.54	10,619.48	8,923.05	2,515,962.83
69	12/1/2013	2,515,962.83	19,542.54	10,656.99	8,885.54	2,505,305.84
70	1/1/2014	2,505,305.84	19,542.54	10,694.62	8,847.91	2,494,611.22
71	2/1/2014	2,494,611.22	19,542.54	10,732.39	8,810.14	2,483,878.83
72	3/1/2014	2,483,878.83	19,542.54	10,770.30	8,772.23	2,473,108.53
73	4/1/2014	2,473,108.53	19,542.54	10,808.34	8,734.19	2,462,300.19
74	5/1/2014	2,462,300.19	19,542.54	10,846.51	8,696.02	2,451,453.68
75	6/1/2014	2,451,453.68	19,542.54	10,884.81	8,657.72	2,440,568.87

No.	Payment Date	Beginning Balance	Payment	Principal	Interest	Ending Balance
76	7/1/2014	2,440,568.87	19,542.54	10,923.27	8,619.27	2,429,645.61
77	8/1/2014	2,429,645.61	19,542.54	10,961.85	8,580.70	2,418,683.76
78	9/1/2014	2,418,683.76	19,542.54	11,000.56	8,541.98	2,407,683.20
79	10/1/2014	2,407,683.20	19,542.54	11,039.41	8,503.13	2,396,643.79
80	11/1/2014	2,396,643.79	19,542.54	11,078.40	8,464.14	2,385,565.39
81	12/1/2014	2,385,565.39	19,542.54	11,117.52	8,425.02	2,374,447.87
82	1/1/2015	2,374,447.87	19,542.54	11,156.79	8,385.76	2,363,291.08
83	2/1/2015	2,363,291.08	19,542.54	11,196.19	8,346.35	2,352,094.90
84	3/1/2015	2,352,094.90	19,542.54	11,235.73	8,306.81	2,340,859.17
85	4/1/2015	2,340,859.17	19,542.54	11,275.41	8,267.13	2,329,583.76
86	5/1/2015	2,329,583.76	19,542.54	11,315.23	8,227.31	2,318,268.52
87	6/1/2015	2,318,268.52	19,542.54	11,355.19	8,187.35	2,306,913.33
88	7/1/2015	2,306,913.33	19,542.54	11,395.30	8,147.25	2,295,518.04
89	8/1/2015	2,295,518.04	19,542.54	11,435.54	8,107.00	2,284,082.50
90	9/1/2015	2,284,082.50	19,542.54	11,475.93	8,066.61	2,272,606.57
91	10/1/2015	2,272,606.57	19,542.54	11,516.46	8,026.09	2,261,090.11
92	11/1/2015	2,261,090.11	19,542.54	11,557.13	7,985.41	2,249,532.99
93	12/1/2015	2,249,532.99	19,542.54	11,597.94	7,944.60	2,237,935.04
94	1/1/2016	2,237,935.04	19,542.54	11,638.90	7,903.64	2,226,296.14
95	2/1/2016	2,226,296.14	19,542.54	11,680.01	7,862.53	2,214,616.13
96	3/1/2016	2,214,616.13	19,542.54	11,721.26	7,821.28	2,202,894.87
97	4/1/2016	2,202,894.87	19,542.54	11,762.65	7,779.89	2,191,132.22
98	5/1/2016	2,191,132.22	19,542.54	11,804.20	7,738.35	2,179,328.02
99	6/1/2016	2,179,328.02	19,542.54	11,845.88	7,696.66	2,167,482.14
100	7/1/2016	2,167,482.14	19,542.54	11,887.72	7,654.82	2,155,594.42
101	8/1/2016	2,155,594.42	19,542.54	11,929.70	7,612.84	2,143,664.71
102	9/1/2016	2,143,664.71	19,542.54	11,971.84	7,570.71	2,131,692.88
103	10/1/2016	2,131,692.88	19,542.54	12,014.12	7,528.43	2,119,678.76
104	11/1/2016	2,119,678.76	19,542.54	12,056.55	7,486.00	2,107,622.21
105	12/1/2016	2,107,622.21	19,542.54	12,099.13	7,443.42	2,095,523.09
106	1/1/2017	2,095,523.09	19,542.54	12,141.86	7,400.69	2,083,381.23
107	2/1/2017	2,083,381.23	19,542.54	12,184.74	7,357.80	2,071,196.50
108	3/1/2017	2,071,196.50	19,542.54	12,227.77	7,314.77	2,058,968.73
109	4/1/2017	2,058,968.73	19,542.54	12,270.95	7,271.59	2,046,697.78
110	5/1/2017	2,046,697.78	19,542.54	12,314.29	7,228.25	2,034,383.49
111	6/1/2017	2,034,383.49	19,542.54	12,357.78	7,184.76	2,022,025.70
112	7/1/2017	2,022,025.70	19,542.54	12,401.42	7,141.12	2,009,624.28
113	8/1/2017	2,009,624.28	19,542.54	12,445.22	7,097.32	1,997,179.06
114	9/1/2017	1,997,179.06	19,542.54	12,489.17	7,053.37	1,984,689.89
115	10/1/2017	1,984,689.89	19,542.54	12,533.28	7,009.26	1,972,156.60
116	11/1/2017	1,972,156.60	19,542.54	12,577.54	6,965.00	1,959,579.06
117	12/1/2017	1,959,579.06	19,542.54	12,621.96	6,920.58	1,946,957.09
118	1/1/2018	1,946,957.09	19,542.54	12,666.54	6,876.00	1,934,290.55
119	2/1/2018	1,934,290.55	19,542.54	12,711.28	6,831.27	1,921,579.28
120	3/1/2018	1,921,579.28	19,542.54	12,756.17	6,786.37	1,908,823.11
121	4/1/2018	1,908,823.11	19,542.54	12,801.22	6,741.32	1,896,021.89
122	5/1/2018	1,896,021.89	19,542.54	12,846.43	6,696.11	1,883,175.47
123	6/1/2018	1,883,175.47	19,542.54	12,891.80	6,650.74	1,870,283.67
124	7/1/2018	1,870,283.67	19,542.54	12,937.33	6,605.22	1,857,346.34
125	8/1/2018	1,857,346.34	19,542.54	12,983.02	6,559.52	1,844,363.33

No.	Payment Date	Beginning Balance	Payment	Principal	Interest	Ending Balance
126	9/1/2018	1,844,363.33	19,542.54	13,028.87	6,513.67	1,831,334.46
127	10/1/2018	1,831,334.46	19,542.54	13,074.88	6,467.66	1,818,259.58
128	11/1/2018	1,818,259.58	19,542.54	13,121.06	6,421.48	1,805,138.52
129	12/1/2018	1,805,138.52	19,542.54	13,167.40	6,375.14	1,791,971.12
130	1/1/2019	1,791,971.12	19,542.54	13,213.90	6,328.64	1,778,757.22
131	2/1/2019	1,778,757.22	19,542.54	13,260.57	6,281.97	1,765,496.66
132	3/1/2019	1,765,496.66	19,542.54	13,307.40	6,235.14	1,752,189.26
133	4/1/2019	1,752,189.26	19,542.54	13,354.40	6,188.15	1,738,834.86
134	5/1/2019	1,738,834.86	19,542.54	13,401.56	6,140.98	1,725,433.30
135	6/1/2019	1,725,433.30	19,542.54	13,448.89	6,093.65	1,711,984.41
136	7/1/2019	1,711,984.41	19,542.54	13,496.39	6,046.15	1,698,488.03
137	8/1/2019	1,698,488.03	19,542.54	13,544.05	5,998.49	1,684,943.98
138	9/1/2019	1,684,943.98	19,542.54	13,591.88	5,950.66	1,671,352.09
139	10/1/2019	1,671,352.09	19,542.54	13,639.89	5,902.66	1,657,712.21
140	11/1/2019	1,657,712.21	19,542.54	13,688.06	5,854.48	1,644,024.15
141	12/1/2019	1,644,024.15	19,542.54	13,736.40	5,806.14	1,630,287.75
142	1/1/2020	1,630,287.75	19,542.54	13,784.91	5,757.63	1,616,502.84
143	2/1/2020	1,616,502.84	19,542.54	13,833.60	5,708.95	1,602,669.24
144	3/1/2020	1,602,669.24	19,542.54	13,882.45	5,660.09	1,588,786.79
145	4/1/2020	1,588,786.79	19,542.54	13,931.48	5,611.06	1,574,855.31
146	5/1/2020	1,574,855.31	19,542.54	13,980.68	5,561.86	1,560,874.63
147	6/1/2020	1,560,874.63	19,542.54	14,030.06	5,512.49	1,546,844.57
148	7/1/2020	1,546,844.57	19,542.54	14,079.61	5,462.94	1,532,764.97
149	8/1/2020	1,532,764.97	19,542.54	14,129.33	5,413.21	1,518,635.64
150	9/1/2020	1,518,635.64	19,542.54	14,179.23	5,363.31	1,504,456.41
151	10/1/2020	1,504,456.41	19,542.54	14,229.31	5,313.24	1,490,227.10
152	11/1/2020	1,490,227.10	19,542.54	14,279.56	5,262.98	1,475,947.55
153	12/1/2020	1,475,947.55	19,542.54	14,329.99	5,212.55	1,461,617.56
154	1/1/2021	1,461,617.56	19,542.54	14,380.60	5,161.94	1,447,236.96
155	2/1/2021	1,447,236.96	19,542.54	14,431.39	5,111.16	1,432,805.57
156	3/1/2021	1,432,805.57	19,542.54	14,482.35	5,060.19	1,418,323.22
157	4/1/2021	1,418,323.22	19,542.54	14,533.50	5,009.04	1,403,789.72
158	5/1/2021	1,403,789.72	19,542.54	14,584.83	4,957.71	1,389,204.89
159	6/1/2021	1,389,204.89	19,542.54	14,636.34	4,906.21	1,374,568.55
160	7/1/2021	1,374,568.55	19,542.54	14,688.03	4,854.51	1,359,880.53
161	8/1/2021	1,359,880.53	19,542.54	14,739.90	4,802.64	1,345,140.63
162	9/1/2021	1,345,140.63	19,542.54	14,791.96	4,750.58	1,330,348.67
163	10/1/2021	1,330,348.67	19,542.54	14,844.20	4,698.34	1,315,504.48
164	11/1/2021	1,315,504.48	19,542.54	14,896.62	4,645.92	1,300,607.85
165	12/1/2021	1,300,607.85	19,542.54	14,949.23	4,593.31	1,285,658.62
166	1/1/2022	1,285,658.62	19,542.54	15,002.03	4,540.51	1,270,656.60
167	2/1/2022	1,270,656.60	19,542.54	15,055.01	4,487.53	1,255,601.59
168	3/1/2022	1,255,601.59	19,542.54	15,108.18	4,434.36	1,240,493.41
169	4/1/2022	1,240,493.41	19,542.54	15,161.54	4,381.01	1,225,331.87
170	5/1/2022	1,225,331.87	19,542.54	15,215.08	4,327.46	1,210,116.79
171	6/1/2022	1,210,116.79	19,542.54	15,268.82	4,273.73	1,194,847.98
172	7/1/2022	1,194,847.98	19,542.54	15,322.74	4,219.80	1,179,525.24
173	8/1/2022	1,179,525.24	19,542.54	15,376.85	4,165.69	1,164,148.38
174	9/1/2022	1,164,148.38	19,542.54	15,431.16	4,111.38	1,148,717.22
175	10/1/2022	1,148,717.22	19,542.54	15,485.66	4,056.88	1,133,231.56

No.	Payment Date	Beginning Balance	Payment	Principal	Interest	Ending Balance
176	11/1/2022	1,133,231.56	19,542.54	15,540.35	4,002.19	1,117,691.22
177	12/1/2022	1,117,691.22	19,542.54	15,595.23	3,947.31	1,102,095.98
178	1/1/2023	1,102,095.98	19,542.54	15,650.31	3,892.23	1,086,445.68
179	2/1/2023	1,086,445.68	19,542.54	15,705.58	3,836.96	1,070,740.09
180	3/1/2023	1,070,740.09	19,542.54	15,761.05	3,781.49	1,054,979.05
181	4/1/2023	1,054,979.05	19,542.54	15,816.71	3,725.83	1,039,162.34
182	5/1/2023	1,039,162.34	19,542.54	15,872.57	3,669.97	1,023,289.77
183	6/1/2023	1,023,289.77	19,542.54	15,928.63	3,613.91	1,007,361.14
184	7/1/2023	1,007,361.14	19,542.54	15,984.88	3,557.66	991,376.26
185	8/1/2023	991,376.26	19,542.54	16,041.33	3,501.21	975,334.93
186	9/1/2023	975,334.93	19,542.54	16,097.99	3,444.55	959,236.94
187	10/1/2023	959,236.94	19,542.54	16,154.84	3,387.70	943,082.10
188	11/1/2023	943,082.10	19,542.54	16,211.89	3,330.65	926,870.21
189	12/1/2023	926,870.21	19,542.54	16,269.15	3,273.39	910,601.06
190	1/1/2024	910,601.06	19,542.54	16,326.61	3,215.94	894,274.45
191	2/1/2024	894,274.45	19,542.54	16,384.27	3,158.28	877,890.19
192	3/1/2024	877,890.19	19,542.54	16,442.13	3,100.41	861,448.06
193	4/1/2024	861,448.06	19,542.54	16,500.20	3,042.34	844,947.86
194	5/1/2024	844,947.86	19,542.54	16,558.47	2,984.07	828,389.39
195	6/1/2024	828,389.39	19,542.54	16,616.95	2,925.59	811,772.44
196	7/1/2024	811,772.44	19,542.54	16,675.63	2,866.91	795,096.81
197	8/1/2024	795,096.81	19,542.54	16,734.53	2,808.01	778,362.28
198	9/1/2024	778,362.28	19,542.54	16,793.63	2,748.91	761,568.65
199	10/1/2024	761,568.65	19,542.54	16,852.94	2,689.60	744,715.71
200	11/1/2024	744,715.71	19,542.54	16,912.46	2,630.08	727,803.26
201	12/1/2024	727,803.26	19,542.54	16,972.19	2,570.36	710,831.07
202	1/1/2025	710,831.07	19,542.54	17,032.13	2,510.42	693,798.95
203	2/1/2025	693,798.95	19,542.54	17,092.28	2,450.26	676,706.67
204	3/1/2025	676,706.67	19,542.54	17,152.64	2,389.90	659,554.02
205	4/1/2025	659,554.02	19,542.54	17,213.22	2,329.32	642,340.81
206	5/1/2025	642,340.81	19,542.54	17,274.01	2,268.53	625,066.79
207	6/1/2025	625,066.79	19,542.54	17,335.02	2,207.52	607,731.78
208	7/1/2025	607,731.78	19,542.54	17,396.24	2,146.30	590,335.54
209	8/1/2025	590,335.54	19,542.54	17,457.68	2,084.86	572,877.86
210	9/1/2025	572,877.86	19,542.54	17,519.33	2,023.21	555,358.53
211	10/1/2025	555,358.53	19,542.54	17,581.20	1,961.34	537,777.33
212	11/1/2025	537,777.33	19,542.54	17,643.29	1,899.25	520,134.03
213	12/1/2025	520,134.03	19,542.54	17,705.60	1,836.94	502,428.43
214	1/1/2026	502,428.43	19,542.54	17,768.13	1,774.41	484,660.29
215	2/1/2026	484,660.29	19,542.54	17,830.89	1,711.66	466,829.41
216	3/1/2026	466,829.41	19,542.54	17,893.86	1,648.68	448,935.55
217	4/1/2026	448,935.55	19,542.54	17,957.05	1,585.49	430,978.50
218	5/1/2026	430,978.50	19,542.54	18,020.47	1,522.07	412,958.02
219	6/1/2026	412,958.02	19,542.54	18,084.11	1,458.43	394,873.91
220	7/1/2026	394,873.91	19,542.54	18,147.98	1,394.56	376,725.93
221	8/1/2026	376,725.93	19,542.54	18,212.07	1,330.47	358,513.85
222	9/1/2026	358,513.85	19,542.54	18,276.39	1,266.15	340,237.46
223	10/1/2026	340,237.46	19,542.54	18,340.94	1,201.60	321,896.52
224	11/1/2026	321,896.52	19,542.54	18,405.71	1,136.83	303,490.81
225	12/1/2026	303,490.81	19,542.54	18,470.72	1,071.83	285,020.09

No.	Payment Date	Beginning Balance	Payment	Principal	Interest	Ending Balance
226	1/1/2027	285,020.09	19,542.54	18,535.95	1,006.59	266,484.14
227	2/1/2027	266,484.14	19,542.54	18,601.41	941.13	247,882.73
228	3/1/2027	247,882.73	19,542.54	18,667.11	875.44	229,215.63
229	4/1/2027	229,215.63	19,542.54	18,733.03	809.51	210,482.60
230	5/1/2027	210,482.60	19,542.54	18,799.19	743.35	191,683.41
231	6/1/2027	191,683.41	19,542.54	18,865.58	676.96	172,817.82
232	7/1/2027	172,817.82	19,542.54	18,932.21	610.33	153,885.61
233	8/1/2027	153,885.61	19,542.54	18,999.07	543.47	134,886.54
234	9/1/2027	134,886.54	19,542.54	19,066.17	476.37	115,820.37
235	10/1/2027	115,820.37	19,542.54	19,133.51	409.04	96,686.87
236	11/1/2027	96,686.87	19,542.54	19,201.08	341.46	77,485.79
237	12/1/2027	77,485.79	19,542.54	19,268.89	273.65	58,216.90
238	1/1/2028	58,216.90	19,542.54	19,336.94	205.60	38,879.95
239	2/1/2028	38,879.95	19,542.54	19,405.23	137.31	19,474.72
240	3/1/2028	19,474.72	19,542.54	19,473.77	68.77	0.95